



OFFICE OF THE SUPERINTENDING ENGINEER D. M. C (EAST), KARACHI

No. PS/SE/DMC/E/ 05 /2016

Dated: 25/01/2016

NOTICE INVITING TENDERS

JAMSHED ZONE

(As per SPPRA Directives & Guidelines)

Tenders in sealed covers are invited at Schedule 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. | Improvement of Library at Nishter Park UC-12, Jamshed Zone, DMC (East) (Re-Invited) | Rs. 6,36,500/= (+) Open Rate ✓ | 05% of Quoted Amount | 2,000/= |
| 2. | Construction of RCC Store Room at Departmental Building UC-06, Jamshed Zone, DMC (East) | Rs. 9,82,383/= ✓ | 05% of Quoted Amount | 2,000/= |
| 3. | Repair / Maintenance of Library At Akhter Colony, Jamshed Zone, DMC (East) | Rs. 3,71,519/= (+) Open Rate ✓ | 05% of Quoted Amount | 2,000/= |
| 4. | Supplying / Providing / Fixing RCC Ring Slab and Jersey Barriers at Various Places of Lines Area, Jamshed Zone, DMC (East) | Rs. 9,77,064/= ✓ | 05% of Quoted Amount | 2,000/= |
| 5. | Covering the Nallah Roof by RCC Slab at Akhter Colony, Double road, Jamshed Zone, DMC(East) | Rs. 9,62,360/= ✓ | 05% of Quoted Amount | 2,000/= |
| 6. | Removing Wall Chalking / Slogans from Kashmir road, Shahrah-e-Quaideen, Nishter Park and Surrounding Areas and Different Places of Jamshed Zone, DMC (East) | Rs. 9,58,941/= ✓ | 05% of Quoted Amount | 2,000/= |
| 7. | Construction of Dust Bin at Chanesar Goth, Jamshed Zone, DMC (East) | Rs. 9,77,026/= ✓ | 05% of Quoted Amount | 2,000/= |
| 8. | Improvement of Road Muslimabad Water Board Colony, Jamshed Zone, DMC (East) | Rs. 9,97,291/= ✓ | 05% of Quoted Amount | 2,000/= |
| 9. | Construction of Mir Ajmal Khan Road, Jamshed Road No. 01, Jamshed Zone, DMC (East) | Rs. 9,96,836/= ✓ | 05% of Quoted Amount | 2,000/= |
| 10. | Improvement of Road Near Blue Cross Laboratory, Jamshed Road No. 01, Jamshed Zone, DMC (East) | Rs. 9,99,452/= ✓ | 05% of Quoted Amount | 2,000/= |

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>01 - FEB - 2016</u> to <u>15 - FEB - 2016</u> During Office Hour | Gole Market Block-B, SMCHS, Near Darwaishia Masjid, Karachi |
| 2) Dropping of Tender | <u>16 - FEB - 2016</u> 01:00 PM | Executive Engineer Office Jamshed Zone |
| 3) Opening Tender | <u>16 - FEB - 2016</u> 02:00 PM | |

- 2 The Tender documents will be issued on singal application basis, one application for one work will be applicable and written on original Letter head
- 3 The Tender documents will be isused to the those firms which are Holding valid PEC in relevant category on submission of application at their original letter head accompanied Pay Order of Tender Cost in favour of DMC (East) as mentioned above.
- 4 The contractor is to be bound to show the **Original valid PEC, SRB** at the time of submitting the application for issue of Tender
- 5 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 intertained and considered.
- 6 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.
- 7 The Bid documents can be had with the office as mentioned above at any working day during office hours except the date of opening
- 8 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 Committtee 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
- 9 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 dae for submission and opening of tenders at the same time.
- 10 In case of any reason, if the tenders are not responded on the above dates the next date for submission and opening will be 03 - MAR - 2016 and the tender documents will also be available utpo 02 - MAR - 2016
- 11 The procuring agency may reject all or any Offers or proposal at any time prior to the acceptance of a Offer or propsosal, subject to the relevant of SPPRA Rule
- 12 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
- 13 Tenders will not be received after the schedule time.

ELIGIBILITY CRITERIA

This invitation for Bidis 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 Reveneue 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 Procurment Rules-2010.
- Any other factor deemed to be relevant by the DMC (East) subject to the Provision of **Rule-44 & Rule 46.**
- Each Bid shall comprise One Single Envelop containing the Financial Proposal and required information as mentioned in Bidding Documents.
- All the received bid shall be opened and evaluated int he Minor prescribed in the Notice Inviting Tenders or Bidding Documens.

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).

- (a) 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.
- (b) 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.

**SUPERINTENDING ENGINEER
DMC (EAST)**

NOTICE BOARD

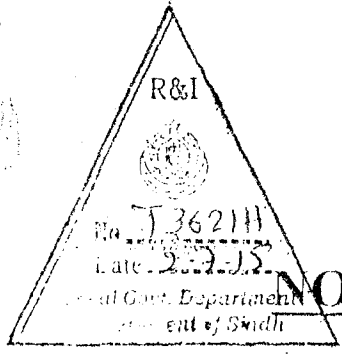
c.c to:-

1. Administrator, DMC (East)
2. Municipal Commissioner, DMC (East)
3. Director (CB) SPPRA.
4. Director (IT), DMC (East)
5. Executive Engineer, Jamshed Zone

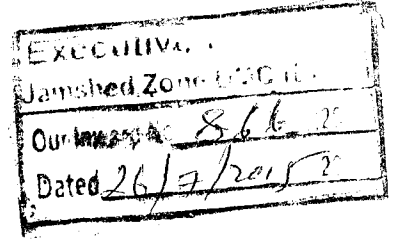

**SUPERINTENDING ENGINEER
DMC (EAST)**

GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi, dated the 2nd July, 2015



NOTIFICATION



No/SO-V(I.G)/39-15/2015:- With the approval of Competent Authority, post facto sanction is hereby accorded to the constitution a Procurement Committee consisting on 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):-

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

SECRETARY TO GOVT. OF SINDH

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

Karachi, dated the 2nd July, 2015.

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

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

SECTION OFFICER-V

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. 99230871

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 EXECUTIVE ENGINEER (B&R) JAMSHED ZONE, DMC (EAST), KARACHI.
GOL MARKET, BLOCK-B, S.M.C.H.S. NEAR DARWAISHIA MASJID
PHONE 021-99225115, FAX 021-99225110

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. | Improvement of Library at Nishter Park UC-12, Jamshed Zone, DMC (East) (Re-Invited) | N/A | N/A | Rs. 1.00 (M) ✓ | BG No. <u>D14B010</u> | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 2. | Construction of RCC Store Room at Departmental Building UC-06, Jamshed Zone, DMC (East) | N/A | N/A | Rs. 1.00 (M) ✓ | BG No. <u>D13B010</u> | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 3. | Repair / Maintenance of Library At Akhter Colony, Jamshed Zone, DMC (East) | N/A | N/A | Rs. 1.00 (M) ✓ | BG No. <u>D15B010</u> | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 4. | Cleaning of Sewerage Line through winching & Providing RCC Ring Slab L& Mainhole Covers in UC-10, UC-11 & UC-12, Jamshed Zone | N/A | N/A | Rs. 1.00 (M) ✓ | BG No. <u>D13B001</u> | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 5. | Covering the Nallah Roof by RCC Slab at Akhter Colony, Double road, Jamshed Zone, DMC(East) | N/A | N/A | Rs. 1.00 (M) ✓ | BG No. <u>D13B001</u> | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |

| 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 | |
| | Removing Wall Chalking / Slogans from Kashmir road, Shahrah-e-Quaideen, Nishtar Park and Surrounding Areas and Different Places of Jamsheed Zone, DMC (East) | N/A | N/A | Rs. 1.00 (M) | BG No. D14B006 | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 6. | Construction of Dust Bin at Chanesar Goth, Jamsheed Zone, DMC (East) | N/A | N/A | Rs. 1.00 (M) | BG No. D14B004 | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 7. | Improvement of Road Muslimabad Water Board Colony, Jamsheed Zone, DMC (East) | N/A | N/A | Rs. 1.00 (M) | BG No. D14B002 | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 8. | Construction of Mir Ajmal Khan Road, Jamsheed Road No. 01, Jamsheed Zone, DMC (East) | N/A | N/A | Rs. 1.00 (M) | BG No. D14B002 | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 9. | Improvement of Road Near Blue Cross Laboratory, Jamsheed Road No. 01, Jamsheed Zone, DMC (East) | N/A | N/A | Rs. 1.00 (M) | BG No. D14B002 | DMC (East) | Single Stage, Single Envelope Basis | | | ✓ | | |
| 10. | | | | | | | | | | | | |



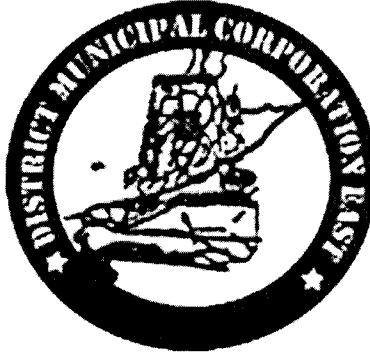
EXECUTIVE ENGINEER (B&R)
JAMSHED ZONE, DMC (EAST)

EXECUTIVE ENGINEER

JAMSHED ZONE, DMC

Water Management Division, Jamshedpur

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

IMPROVEMENT OF LIBRARY AT NASHTER PARK
UC-12, JAMSHED ZONE, DMC (EAST)
(RE-INVITED)

ESTIMATED COST:- Rs. 6,36,500/= (+) OPEN RATE
Bid Security:- 5% for Quoted Amount
Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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

Signature & Stamp of Issuing Authority


ACCOUNTANT
JAMSHED ZONE
D.M.C (EAST)

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

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 LIBRARY AT NISHTER PARK UC-12, JAMSHED ZONE, DMC (EAST) (RE-INVITED)
- c) Procuring Agency's Address Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 6,36,500/= (+) 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: 16-FEBRUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 16-FEBRUARY-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 _____


EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)
EXECUTIVE ENGINEER
JAMSHED ZONE
City Municipal Corporation (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 prorated basis.

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

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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
JAMSHED ZONE
D.M.C (EAST)

Contractor

Executive Engineer/Procuring Agency





OFFICE OF THE EXECUTIVE ENGINEER JAMSHED ZONE, DMC (EAST)

SCHEDULE

SUBJECT: IMPROVEMENT OF LIBRARY AT NASHTER PARK UC-12, JAMSHED ZONE, DMC (EAST) (Re-Invited)

Estimate Cost: Rs.6,36,500/= (+) OPEN RATE

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|-----|---|----------|---------------|-----------|
| 1. | Dismantling Cement Concrete Plain (1:2:4) | 446 Cft | 3327.50%Cft | 14,840.00 |
| 2. | Dismantling, Cement Concrete Reinforced Seperating, reinforcement from concrete cleaning and straightening the same | 122 Cft | 5445.00%Cft | 6,643.00 |
| 3. | Providing L& fixing on position reinforced Cement Concrete Pre-Cast Roof Slab Size (3'-0" x 2'-0 x 0.16) as per approved quality i/c loading, unloading all charges of transportation as per direction of Engineer Incahrge etc complete | 244 Sft | O/R P/Sft | |
| 4. | Providing & Fixing in Position Reinforced Cement Concrete Precast Beams / Garder as per approved quality and shape size upto (10" to 7") x (6" to 4") x (4" to 3") i/c loading unloading, stacking as site requirement all charges of Labour and transportation as per direction of Engineer Incahrge | 104 Rft | O/R P/Rft | |
| 5. | Dismantling Cement or Lime Plaster | 57 Cft | 121.00%Cft | 658.00 |
| 6. | Fabrication of Mild Steel Reinforcement for cement concrete i/c cutting, bending laying in position making joints and fastenings i/c cost of binding wire (also includes removal of using tor bars | 0.40 Cwt | 5001.70 P/Cwt | 2,000.00 |
| 7. | 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 | 244 Cft | 14268.53%Cft | 34,815.00 |
| 8. | Cement Concrete Brick or Stone Ballast 1 1/2" to 2" gauge 1:4:8 | 114 Cft | 9416.28%Cft | 10,734.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

| | | | | |
|-----|---|---------|---------------|-------------|
| 9. | Supplying and Fixing in position aluminium Channel Framing for hinged doors or alcop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks including handle, Stoppers etc (Deluxe mode (Bronze)) | 21 Sft | 1507.66 P/Sft | 31,661.00 |
| 10. | S/F in position Aluminium Channels farming for sliding window and ventilators of Alcop or equalent made with 5mm thick tested glass glazing (Belgium) etc complete Deluxe (Bronze) | 67 Sft | 1647.69 P/Sft | 1,10,395.00 |
| 11. | Cement Plaster 1:4 upto 20' height (b) ½" thick | 620 Sft | 2283.93% Sft | 14,160.00 |
| 12. | P/F in position Door, Window and Ventilators of 1 st Class deodar wood frames and 1 ¾" thick commercial ply veneer shutters of 1 st class deodar skelatian (Hollow) and commercial plywood (3ply) on both sides | 18 Sft | 1227.36 P/Sft | 22,092.00 |
| 13. | Distempering three Coats | 848 Sft | 1079.65% Sft | 9,155.00 |
| 14. | P/L tilez Glazed 6" x 6" x ¼" on floor or wall facing in required Colour & pattern of Site specification jointed in white cement and pigment one base of 1:2 grey CM ¾" thick i/c washing and filling of joints with slurry of W/Cement etc | 192 Sft | 30509.77% Sft | 58,579.00 |
| 15. | Providing & Laying "Porsiling Tiles" as per approved made (24" x 24" x ¾") of STILE specification jointed with white cement pigment over a base of 1:2 grey cement moter ¾" thick or pigment of commercial solution i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning etc complete i/c cutting tiles to proper profile as per direction of E/N | 476 Sft | O/R P/Sft | |
| 16. | P/Fixing False Ceiling of thermopole in panels of required design and Size i/c frame work of Aluminium T.Section hanged with nail wire to ceiling etc complete | 228 Sft | 91.50 P/Sft | 20,862.00 |
| 17. | P/F Squatting Type WC with internal Fitting not less then 19" clear opening etc | 01 No. | 4846.60 Each | 4,846.00 |
| 18. | P/Laying UPVC pressure pipe class "D" (Equivalent) fixing in trench i/c cutting, fitting with "Z" joint with in R/R i/c Testing with water to a lead 122 Miter of 400 Ft 1" Dia | 40 Rft | 28.00 P/Rft | 1,120.00 |
| 19. | Providing ^ Laying 1 ½" thick topping C/C 1:2:4 i/c surface finished and dividing into panel etc complete | 244 Sft | 2548.29% Sft | 6,218.00 |
| | 2" thick | 186 Sft | 3275.50% Sft | 6,092.00 |

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| | | | | |
|------------------------|---|----------|---|-----------|
| 20. | Supplying & Fixing Long Bib Cock of superior quality with CP head 1/2" dia | 02 Nos. | 1,109.46 Each | 2,219.00 |
| 21. | Providing and Fixing Iron Steel Grill Door with angle Iron frame of 1 1/2" x 1 1/2" x 1/4" and flat Iron of 3/4" x 1/4" with approved design and locking arrangements embedded in masonry as per instruction of Engineer Incharge | 19 Sft | 231.60 P/Sft | 4,400.00 |
| 22. | P/Fixing Colour Crete Wall Surface to provide deranth Crust and nesthe tiles having thickness upto 3/4" with specified colour having water fire and tonite resistance upto 20' height | 1140 Sft | 6319.50%Sft | 72,042.00 |
| 23. | Cartage of all kind of material lead upto 15 miles | 6268 Cft | 1065% Cft | 66,754.00 |
| 24. | Providing Anti-Treatment by spraying / sprinkling / spreading Neptachler 0.5% Emulsion as an overall pre construction treatment in slab type construction along external foundation trenches of the building over complete parimter of the foundation trench etc, as per direction of Engineer Incharge | 528 Sft | 40.10 P/Sft | 21,173.00 |
| 25. | P/F 22" x 16" laavotory Basin etc complete | 01 No. | 6237 Each | 6,237.00 |
| 26. | Providing & fixing cement paving blocks flooring having size of 197x 97x80 (mm) of city /quddra /cobble shape with pigmented having b/w 5000 psi to 8500psi i/c filling the joints with hill sand and layhing in specified manner / patter and design etc complete | 277 Sft | 248.17 Sft | 68,743.00 |
| 27. | Scraping Distempering Oil Bound Distemper or paints walls | 59 Sft | 226.88%Sft | 134 |
| 28. | Preparing surface and painting guards bars, gates of Iron Bars, grating, railing i/c similar o/W etc complete | 19 Sft | 521.95 %Sft 374.44 %Sft 896.39 %Sft | 170.00 |
| ELECTRICAL WORK | | | | |
| 29. | Providing & Fixing on position 24 Watt Energy Waver approved quality | 10 Nos. | O/R Each | |
| 30. | P/F on Position approved quality 30 Watt energy Saver | 10 Nos | O/R Each | |
| 31. | P/F Fancy Bulb holder as per approved by Engineer Incahrge | 10 Nos. | O/R Each | |
| 32. | P /L (Main or Sub Main) PVC Insulated with size 2-7/044 copper conductor in 3/4" Dia PVC conduct on surface | 40 Mtr | 171.00 P/Mtr | 6,840.00 |
| 33. | P /L (Main or Sub Main) PVC Insulated with size 2-7/044 copper conductor in 1" Dia PVC conduct on surface | 20 Mtr | 305.00 P/Mtr | 6,100.00 |
| 34. | Wiring for light or fan point with 3/.029 PVC insulated wire in 20mm (3/4" Dia) PVC conduct recessed in the wall or column as required | 20 Nos. | 1130 P/Point | 22,600.00 |
| 35. | P/F Brass pendant lamp holder | 10 Nos. | 74.00 Each | 740.00 |
| 36. | P/f Two Pin 5 Amp Plug & Socket flush Type | 04 Nos. | 83.00 Each | 332.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
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| | | | | |
|------------------|--|---------|------------|-------------------------------------|
| 37. | P/F Two way SP 5 Amps switch flush type | 10 Nos. | 55.00 Each | 550.00 |
| 38. | P/F Brass ceiling Fan 56" (Good Quality) | 01 No. | 3185 Each | 3,185.00 |
| Total Amount Rs. | | | | 6,36,500/= (+) Open Rate |

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 6,36,500.00

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

Rs. _____

Add Open Rate Items Amount Rs. _____

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule of Rates & Open Rate.

Time Limit 45 Days

Penalty Per Day Rs.500/=

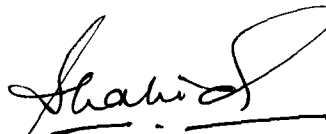
NOTE:

- ❖ 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 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**


**ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**


**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

CONSTRUCTION OF RCC STORE ROOM AT
DEPARTMENTAL BUILDING UC-06, JAMSHED
ZONE, DMC (EAST)

ESTIMATED COST:- RS. 9,82,383/=

Bid Security:- 5% for Quoted Amount

Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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

Signature & Stamp of Issuing Authority

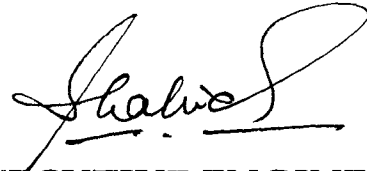
Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

ACCOMPLISHED
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 RCC STORE ROOM AT DEPARTMENTAL BUILDING UC-06, JAMSHED ZONE, DMC (EAST)
- c) Procuring Agency's Address Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 9,82,383/=
- 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: 16-FEBRUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 16-FEBRUARY-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 _____



EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)
EXECUTIVE ENGINEER
JAMSHED ZONE
District Municipal Corporation (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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

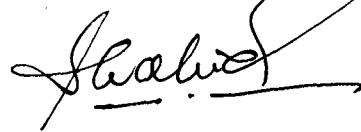
- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted, only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured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



Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE EXECUTIVE ENGINEER JAMSHED ZONE, DMC (EAST)

SCHEDULE

SUBJECT: CONSTRUCTION OF RCC STORE ROOM AT DEPARTMENTAL BUILDING UC-06, JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.9,82,383/=

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|-----|---|-----------|------------------|-------------|
| 1. | Dismantling Cement Block Masonry | 478 Cft | 1134.38%Cft | 5,422.00 |
| 2. | Dismantling Cement Concrete Plain 1:3:6 | 115 Cft | 1306.80%Cft | 1,503.00 |
| 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 . | 575 Cft | 3176.25 %0Cft | 4,574.00 |
| 4. | Cement Concrete Brick or Stone Ballast 1 1/2" to 2" gauge 1:4:8 | 257 Cft | 9416.28%Cft | 24,200.00 |
| 5. | Reinforced Cement roof, slab, beams columns rafts, lintels and other other structural members laid in situ or precast laid in position complete in all respect 1:2:4 | 697 Cft | 258.00 P/Cft | |
| 6. | Fabrication of Mild Steel Reinforcement for cement concrete i/c cutting, bending laying in position making joints and fastenings i/c cost of binding wire (also includes removal of using tor bars | 34.22 Cwt | 5001.70 P/Cwt | 1,95,066.00 |
| 7. | Providing and Laying 1:3:6 cement Concrete Solid Block Masonry Wall 6" and below in thickness set in 1:6 cement mortar in ground floor super structure including raking out joints & carring etc complete | 306 Cft | 15771.01Cft | 48,259.00 |
| 8. | Cement Plaster 1:4 upto 12' height 1/2" thick | 1562 Sft | 2344.59%Sft | 36,622.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

| | | | | |
|-------------------------|--|-----------|---|-------------|
| 9. | Providing and fixing Iron Steel Grill using Solid Square bars of size 1/2" x 1/2" placed at 4" i/c circle shape at 1-0 apart equivalent fitted with screws are pins i/c painting 3 coats with 1 st coats of red oxide paint etc | 179 Cft | 194.16 Sft | 34,754.00 |
| 10. | Precast reinforced cement concrete in columns, beams lintels stair cases, shelves, etc Ratio 1:2:4 | 122 Cft | 230.78 P/Cft | 28,155.00 |
| 11. | Errecting and fixing in position precast cement Concrete or stone slab in roofs or lintels etc lift upto 20 feet including all charges | 122 Cft | 41.77 P/Cft | 5,096.00 |
| 12. | Providing ^ Laying 1 1/2" thick topping C/C 1:2:4 i/c surface finished and dividing into panel etc complete 2" thick | 504 Sft | 2548.29% Sft | 12,843.00 |
| | | 1296 Sft | 3275.50% Sft | 42,450.00 |
| 13. | Galvanized wire gauge 144 mesh per square inch of 22 SWG fixed to choekats without deodar patti | 179 Sft | 104.15 Sft | 18,643.00 |
| 14. | Preparing surface and painting guards bars, gates of Iron Bars, grating, railing i/c similar o/W etc complete | 179 Sft | 521.95 % Sft 374.44 % Sft <u>896.39 % Sft</u> | 1,604.00 |
| 15. | Distempering three Coats | 1562 Sft | 1079.65% Sft | 16,864.00 |
| 16. | Cartage of all kind of material lead upto 15 miles | 26746 Cft | 1065% Cft | 2,84,845.00 |
| ELECTRICAL WORKS | | | | |
| 17. | Providing & Laying (Main or Sub Main) PVC Insulated with size 2-3/.029 copper conductor in 3/4" dia PVC conduit on surface | 150 Mtr | 121.00 P/Mtr | 18,150.00 |
| 18. | P /L (Main or Sub Main) PVC Insulated with size 2-7/044 copper conductor in 1" Dia PVC conduct on surface | 100 Mtr | 305.00 P/Mtr | 30,500 |
| 19. | P/F Two way SP 5 Amps switch flush type | 10 Nos. | 55.00 Each | 550.00 |
| 20. | P/F Two Pin 5 Amp Plug & Socket | 05 Nos. | 80.00 Each | 400.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

| | | | | |
|-----|---|---------|------------|--------|
| 21. | Providing & Fixing Brass Bracket lamp holder suitable for 15mm (5/8') dia bracket | 06 Nos. | 72.00 Each | 432.00 |
|-----|---|---------|------------|--------|

Total (Civil Works) 9,14,070

02.00% Contingencies 18,281.00

9,32,351.00

Electrical Works 50,032.00

Grand total 9,82,383.00

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 9,82,383.00

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

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule of Rates & Open Rate.

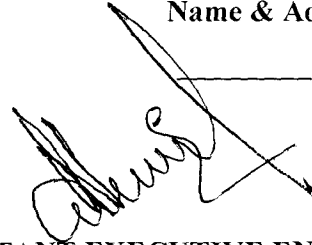
Time Limit 45 Days

Penalty Per Day Rs.500/=

NOTE:

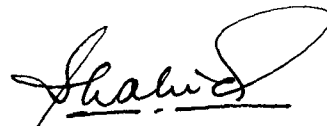
- ❖ Tender must be quoted in figure & in word Both (Upto 01 Million) otherwise liable to be cancelled.
- ❖ All over writing & correction it any must be initiated & stamped by the bidder.
- ❖ We / I read the standard Bidding Documents (Volume-I) available in the Office of DMC (East) and agreed to abide 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

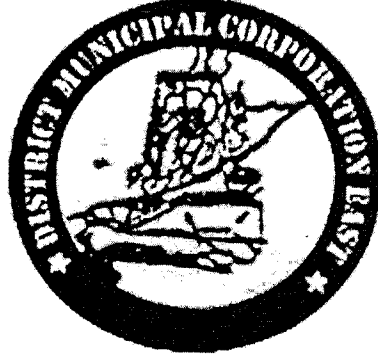
ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)


EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid

Contact: 021-99225115, Fax 021-99225110

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

REPAIR / MAINTENANCE OF LIBRARY AT
AKHTER COLONY, JAMSHED ZONE, DMC (EAST)

ESTIMATED COST:- RS. 3,71,519/= (+) Open Rate

Bid Security:- 5% for Quoted Amount

Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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

Signature & Stamp of Issuing Authority

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

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 REPAIR / MAINTENANCE OF LIBRARY AT AKHTER COLONY, JAMSHED ZONE, DMC (EAST)
- c) Procuring Agency's Address GoI Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 3,71,519/= (+) 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: 16-FEBRUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 16-FEBRUARY-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 _____



**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

EXECUTIVE ENGINEER
JAMSHED ZONE
District Municipal Corporation (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.

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- (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.

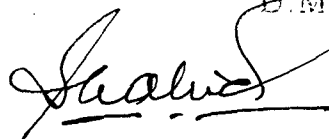
(B) **Secured Advance against materials brought at site.**

- (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
Divisional Accountant
AMSHED ZONE
D.M.C (EAST)



Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE EXECUTIVE ENGINEER JAMSHED ZONE, DMC (EAST)

SCHEDULE

SUBJECT: REPAIR / MAINTENANCE OF LIBRARY AT AKHTER COLONY, JAMSHED ZONE, DMC (EAST)

Estimate Cost: 3,71,519/= (+) Open Rate

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|-----|--|------------|---------------|-----------|
| 1. | Dismantling Cement Block Masonry | 103 Sft | 1134.38%/ft | 1,168.00 |
| 2. | Dismantling from any height asbestos sheets and ridge coping | 13 Cft | 272.25%Cft | 35.00 |
| 3. | Removing Door with Chowkhet | 02 Nos. | 142.18Each | 284.00 |
| 4. | Removing Windows and Sky light with chowket | 03 Nos. | 102.85Each | 308.00 |
| 5. | Dismantling Cement Concrete Plaint (1:2:4) | 168 Cft | 3327.50%Cft | 5,590.00 |
| 6. | Cement Concrete Brick or Stone Ballast 1 1/2" to 2" gauge (1:4:8) | 206 Cft | 9416.28%Cft | 19,398 |
| 7. | Fabrication of Mild Steel Reinforcemen for cement concrete including cutting, bending laying in position making joints and fastenings including cost of binding wire (also includes removal of using tor bars | 1.07 Cwt | 50001.7 P/Cwt | 5,352.00 |
| 8. | Providing / Fixing of Pre cast Beams on top of the walls placed at proper space complete in all respect. (Made by Randhawa) | 157.00 Rft | O/R P/Rft | |
| 9. | Providing Pre-cast roofing complete with 2" thick precast RCC slab of size 3'x2' fixed on pre-cast RCC beams completing in all respect. | 625.00 Sft | O/R P/Rft | |
| 10. | Providing and Laying topping Cement Concrete 1:2:4 over Roof 1 1/2" thick | 625 Sft | 2548.29%Sft | 15,927.00 |
| 11. | Providing & Laying 1:3:6 cement concrete solid block masonry wall 6" and below in thickness set in 1:6 cement mortar in ground floor super structure including raking out joints & curring etc. | 262 | 1421.44%Cft | 38,208.00 |
| 12. | Cement Plaster 1:4 upto 12' height 1/2" thick | 1116 | 2283.93%Sft | 25,489.00 |
| 13. | Providing and fixing in G.I frames /chooukhats of size 7'x2" or 4 1/2 x 3" for door using 20 gauge G.I sheet i/c welded hings and fixing at sites with necessary hold fast, filling with cement and slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage, tools and plants used in making and fixing. | 17.00 Rft | 228.8P/Rft | 3,891.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

| | | | | |
|-----|--|----------|---|-----------|
| 14. | 1" thick battend doors and windows fitted in position complete with iron fitting without chowkhts | 21 Sft | 583.67P/Sft | 12,257.00 |
| 15. | Supplying & fixing inposition Aluminium channels framing for slidding windows & ventilators of Alcop made with 5 mm thick tinted glass glazing (Belgium) et complete (a) Delux Model (White) | 24 | 1394.69 P/Sft | 33473 |
| 16. | Providing And Fixing iron steel grill using solid square bars of size 1/2"x1/2" placed at 4" i/c and frame of flat iron patti of 3/4"x3/4" i/c circle shape at 1-0 apart equivalent fitted with screws are pins i/c painting 3 coats with 1st coat of Red Oxide paint etc. | 35 Sft | 194.16P/Sft | 6,796.00 |
| 17. | Providing & Laying PorcelainTilles 12"x10"x 1/4" on floor or wall facing in required colour & pateren of STILE specification jointed in white cement and pigment over a base of 1:2 gray cement mortar 3/4" thick including washing and filling of joints with slaurry of white cement and pigment in desired shape with finishing,clearing and cost of wax polish etc.complete including cutting tiles to proper profile. | 625 Sft | O/R %Sft | |
| 18. | Providing & Laying Tilles glazed 6"x6"x 1/4" on floor or wall facing in required colour & pateren of STILE specification jointed in white cement and pigment over a base of 1:2 gray cement mortar 3/4" thick including washing and filling of joints with slaurry of white cement and pigment in desired shape with finishing,clearing and cost of wax polish etc.complete including cutting tiles to proper profile. | 95 Sft | 30509.77%Sft | 28,984.00 |
| 19. | SCRAPING Ordinary Distemper,Oil Bound Distemper or Paint on walls. | 2400 Sft | 226.8 % Sft | 5,445.00 |
| 20. | Preparing the surface and painting with matt finish i/c rubbing the surface with bathy (silicon carbide rubbing brick) filling the voids with zink /chalk / plaster of paris mixture,applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (New Surface) "B" 2nd & subsequent coat | 920 Sft | 1989.62 %Sft <u>727.38% Sft</u> <u>1772.38% Sft</u> | 24,996.00 |
| 21. | Prepapring the surface and painting with matt finish paint of approved make to old matt finish surface) "B" 2nd & subsequent coat | 2400 Sft | 1045 % Sft <u>727.38%Sft</u> <u>17788.38% Sft</u> | 42,537.00 |
| 22. | Painting new surfaces (C) Preparing surface and painting of Doors and Windows any type.(including edges) (II) Each Subsequent coat of Paint | 42 Sft | 868.95 626.73 1489.68%Sft | 626.00 |
| 23. | Supplying & fixing fiber glass tank of approved quality and design and wall thickness as specified i/c cost of nuts,bolts and fixing in plateform of cement concrete 1:3:6 and make in connections for inlet & outlet & over flow pipes etc complete.(a) 250 gallons wall thickness 3.5 mm. | 01 No | 21929.61Each | 21,990.00 |

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Contact: 021-99225115, Fax 021-99225110

| | | | | |
|-----|---|-------------------|----------------------------|--------------------|
| 24. | Providing Laying UPVC pipes of class "D" fixing in trenches i/c cutting, fitting and jointing with solvent cement i/c testing with water to a head of 122 meter or 400 ft ½" Dia 1" Dia | 50 Rft 200 Rft | 12.00 P/Rft 27.00 P/rft | 600.00 5,400.00 |
| 25. | Providing and fixing squatting type white glazed earthen ware W.C pan with including the cost of flipe connections & making good in cement concrete 1:2:4 (A) W.C pan of not less than 23" clear opening between flushing rims and 3 gallons flushing tank with 4" dia C.I trap | 01 No. | 5044.60 Each | 5,045.00 |
| 26. | Providing & fixing 24"x18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantiliver brackets 6 inches built into wall, painted with in Two coats after a primary coat of red lead paint, a pair of 1/2" dia rubber plug & chrome plate brass chain 1 1/4" dia malleable iron or C.P brass traps malleable iron or brass union and making requisite numbers of holes in walls, plinth & floor for pipe connection and making good in cement concrete 1:2:4 (standard Patteren). | 01 No. | 4253.70 Each | 4,254.00 |
| 27. | Add extra for labour for providing & fixing of earthen ware pedestal white or coloured glazed (Forigen or Equivalent) | 01 No. | 938.47 Each | 938.00 |
| 28. | supplying in fixing inposition Brass Bib Cock (I) (b) 1/2" dia Brass Bib cock, standard patteren | 03 Nos. | 337.92 Each | 1,014.00 |
| 29. | P/Fixing Dunky Pump 1 H.P fixing in position I/C C.C foundation suitable diameter suction & delivery upvc pipe 1/2" and 1" dia and foot valve / strainer unit with all accessories electric wiring etc complete. | 01 No | O/R Each | |
| 30. | Providing & Laying (Main or Sub Main) PVC insulated with size 2-7/.029 copper conductor in 3/4" dia PVC conduit on surface. | 30 Mtr | 171.00 P/Mtr | 5,130.00 |
| 31. | Providing & Laying (Main or Sub Main) PVC insulated with size 2-3/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required. | 50 Mtr | 173.00 P/Mtr | 8,650.00 |
| 32. | Wiring for light or Fan point with 3/.029 PVC insulated wire in 20 mm (3/4") PVC conduit recessed in the wall or column as required. | 22 Point | 1130.00 P/Point | 24,860.00 |
| 33. | Wiring for Plug Point with 3/.029 PVC insulated wire in 20 mm (3/4") PVC conduit recessed in the wall or column as required. | 02 Point | 985.00 P/Point | 1,970.00 |
| 34. | Providing & Fixing one way SP 10/15 amp switch surface type | 24 Nos. | 58.00 Each | 1,392.00 |
| 35. | Providing & Fixing Three Pin 10/15 amp plug & socket | 02 Nos. | 151.00 Each | 302.00 |
| 36. | Providing & Fixing Brass Ceiling Fan 56" (good quality) | 06 Nos | 3,185.00 Each | 19,110.00 |

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| | | | | |
|-----|--|---------|--------------|--------------------|
| 37. | Providing & Fixing Energy Saver 85 Watt , Philips, Sogo, or ant Equivlant Brand. | 16 Nos. | O/R Each | |
| | | | TOTAL | 3,71,519.00 |

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 3,71,519.00

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

Rs. _____

Add Open Rate Items Amount Rs. _____

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule of Rates & Open Rate.

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 may must be initiated & stamped by the bidder.
- ❖ We / I read the standard Bidding Documents (Volume-I) available in the Office of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.

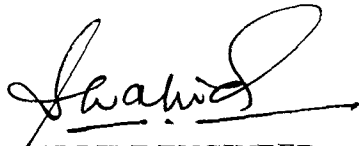
Signature of the contractor
Name & Address _____



**SUB ENGINEER
JAMSHED ZONE**



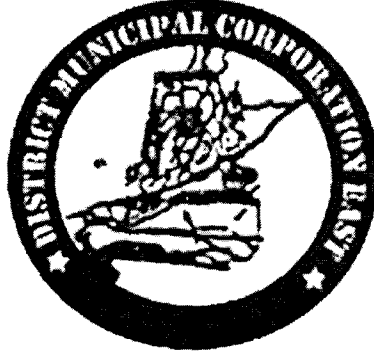
**ASSTT EXECUTIVE ENGINEER (M&E)
JAMSHED ZONE, DMC (EAST)**



**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

SUPPLYING / PROVIDING / FIXING RCC RING SLAB
AND JERSERY BARRIERS AT VARIOUS PLACES OF
LINES AREA, JAMSHED ZONE, DMC (EAST)

ESTIMATED COST:- RS. 9,77,064/=

Bid Security:- 5% for Quoted Amount

Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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

Signature & Stamp of Issuing Authority

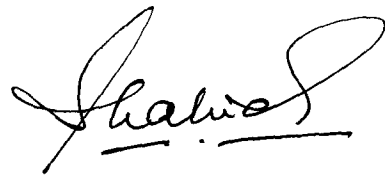
Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

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 SUPPLYING / PROVIDING / FIXING RCC RING SLAB AND JERSEY BARRIERS AT VARIOUS PLACES OF LINES AREA, JAMSHED ZONE, DMC (EAST)
- c) Procuring Agency's Address Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 9,77,064/=
- 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: 16-FEBRUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 16-FEBRUARY-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 _____



EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)
EXECUTIVE ENGINEER
JAMSHED ZONE
District Municipal Corporation (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 of 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.

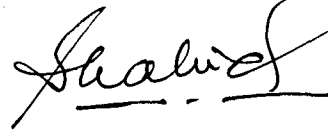
Clause –18: Financial Assistance /Advance Payment.

- (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
Divisional Accountant
JAMSHED ZONE
D.M.C (EAST)



Contractor

Executive Engineer/Procuring Agency



**OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

SCHEDULE

SUBJECT: SUPPLYING / PROVIDING / FIXING RCC RING SLAB AND JERSERY BARRIERS AT VARIOUS PLACES OF LINES AREA, JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.9,77,064/=

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|------------------|---|----------|---------------|--------------------|
| 1. | Manufacturing & supplying of R.C.C ring slab of 21" dia inside 36" dia outside 7.5 width and 6" thick 1/C 3/8" dia tor steel bars two concentric rings with 3/8" dia 8 Nos cross linked bars welded and Two sunk type hooks casted in a 1:1 ½:3 concrete with embedded 15 Kg C.I frame in perfect position i/c transportation charges for coverage lead of 20 Km Per trip from casting yard to Town Office. (A Minimum of 25 Nos Slabs per trip will be transported). | 200 Nos | 1906.60 Each | 3,81,320.00 |
| 2. | Manufacturing & Supplying of R.C.C Main Hole Covers Cast in 1:2:4 concrete ratio 3" deep at center reinforced with 3/8" tor steel bars at 4" C/C welded to 1/8" thick 2.5 inch deep M.S Plate i/c curing stacking transportation within Miles a) 21" dia | 250 Nos | 913.63 Each | 2,28,407.00 |
| 3. | Shifting to the site and fixing of 36" dia Ring Slab in perfect position on damaged manholes including cutting of damage portion of manhole in proper shape and laying o cement mortar of 2" thick and disposal of debries. | 200 Nos. | 563.09 Each | 1,12,618.00 |
| 4. | Providing and Laying fairfaced reinforced cement concrete New Jersey Barriiers having 3000 PSI compressive cylindrical strength Concrete (ready mixed concrete) (area 3.50sft) as per drawing including the cost of excavation, formwork, lean concrete 1450 PSI compressive cylindrical strength etc complete in all respect (Excluding the cost steel reinforcement). | 208 Rft | 1224.61 P/Rft | 2,54,719.00 |
| Total Amount Rs. | | | | 9,77,064.00 |

SUMMARY OF BILL OF QUANTITIES

I/ We hereby quoted as follows:

Total Schedule Rate Amount Rs. 9,77,064.00

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

Grand Total Rs. _____

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

(Rupees) _____

_____ for the complete job for all Schedule Rate Items.

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 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 _____

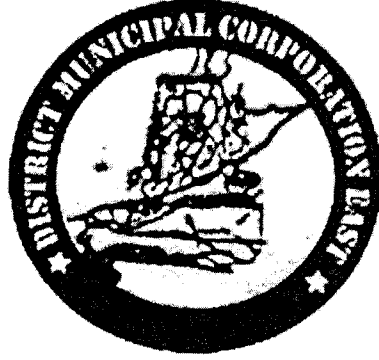

SUB ENGINEER
JAMSHED ZONE


ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)


EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

COVERING THE NALLAH ROOF BY RCC SLAB AT
AKHTER COLONY, DOUBLE ROAD, JAMSHED ZONE,
DMC (EAST)

ESTIMATED COST:- RS. 9,62,360/=

Bid Security:- 5% for Quoted Amount

Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

Issue to M/s _____

P.O. No. _____

Dated: _____

Bank: _____

Signature & Stamp of Issuing Authority


Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

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 COVERING THE NALLAH ROOF BY RCC SLAB AT AKHTER COLONY, DOUBLE ROAD, JAMSHED ZONE, DMC(EAST)
- c) Procuring Agency's Address Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 9,62,360/=
- 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: 16-FEBRUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 16-FEBRUARY-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 _____



EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)
EXECUTIVE ENGINEER
JAMSHED ZONE
District Municipal Corporation (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 prorated basis.

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

Clause – 3: Termination of the Contract.

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

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Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the



work, and at the same rates, as are specified in the tender for the main work. The 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.
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- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid 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
Divisional Accountant JAMSHED ZONE
D.M.C (EAST)


Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE EXECUTIVE ENGINEER JAMSHED ZONE, DMC (EAST)

SCHEDULE

**SUBJECT: COVERING THE NALLAH ROOF BY RCC SLAB AT AKHTER COLONY
DOUBLE ROAD, JAMSHED ZONE, DMC (EAST)**

Estimate Cost: Rs.9,62,360/=

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|------------------|--|-------------|---------------|--------------------|
| 1. | Earth work excavation in ashes,sand soft soil or silt clearance undressed lead upto 50 ft | 38963 Cft | 1663.75%0Cft | 64,825.00 |
| 2. | Disposal of unsuitable / surplus excavated material outside the Jamshed Town limit including loading and unloading by Mechanical means 15 Miles. | 29222 Cft | 1065 %Cft | 3,11,214.00 |
| 3. | Dismantling Cement Concrete plain (1:2:4) | 185 Cft | 3327.50 %Cft | 6,156.00 |
| 4. | Dismantling cement concrete reinforced | 154 Cft | 5445.00 %Cft | 8,385.00 |
| 5. | Erection and removal of centering Partal Wood (2nd Class) ii) Vertical | 3680 Sft | 3127.41 %Sft | 1,15,089.00 |
| 6. | Cement Concrete plain in including placing Ratio 1:2:4 | 1840 Cft | 14429.25 %Cft | 2,65,498.00 |
| 7. | Fabrication of Mild Steel Reinforcemen for cement concrete including cutting,bending laying in position making joints and fastenings including cost of binding wire (also includes removal of using tor bars | 13.0446 Cwt | 5001.70 P/Cwt | 65,245.00 |
| 8. | Reinforced cement concrete work I/c all labour and Material except the cost of steel Reinforcement and its labour for bending and binding which will be paid seprately,this rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (i/c screening and washing of shingle) R.C.C work in roof slab beams counms rafts ,lintels and other structureal members laid in situ or precast laid in position complete in all respects. | 487 Cft | 258.62 P/Cft | 1,25,948.00 |
| Total Amount Rs. | | | | 9,62,360.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 9,62,360.00

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

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule Rate Items.

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 of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.

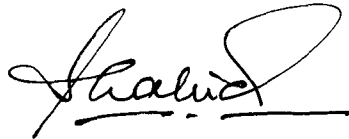
**Signature of the contractor
Name & Address _____**



**SUB ENGINEER
JAMSHED ZONE**



**ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

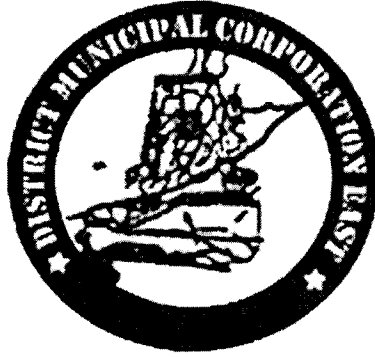


**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

6

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

REMOVING WALL CHALKING / SLOGANS FROM
KASHMIR ROAD, SHAHRAH-E-QUAIDEEN, NISHTER
PARK AND SURROUNDING AREAS AND DIFFERENT
PLACES OF JAMSHED ZONE, DMC (EAST)

ESTIMATED COST:- RS. 9,58,941/=

Bid Security:- 5% for Quoted Amount

Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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


Signature & Stamp of Issuing Authority

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

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 REMOVING WALL CHALKING / SLOGANS FROM KASHMIR ROAD, SHAHRAH-E-QUAIDEEN, NISHTER PARK AND SURROUNDING AREAS AND DIFFERENT PLACES OF JAMSHED ZONE, DMC (EAST)
- c) Procuring Agency's Address Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 9,58,941/=
- 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: 16-FEBRUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 16-FEBRUARY-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 _____


EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)
EXECUTIVE ENGINEER
JAMSHED ZONE
Municipal Corporation (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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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.

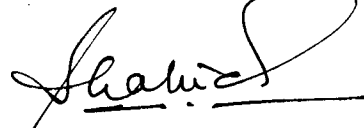
- (A) **Mobilization advance** is not allowed.
- (B) **Secured Advance against materials brought at site.**
- (i) Secured Advance may be permitted, only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of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



Executive Engineer/Procuring Agency

Contractor



**OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

SCHEDULE

SUBJECT: REMOVING WALL CHALKING / SALOGANS FROM KASHMIR ROAD, SHAHRAH-E-QUAIDEEN, NISHTER PARK AND SURROUNDING AREAS AND DIFFERENT PLACES OF JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.9,58,941/=

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|------------------|-----------------------------|------------|---|--------------------|
| 1. | White Washing (b) Two Coats | 113825 Sft | 416.63 %Sft 425.84 %Sft 842.47 % Sft | 9,58,941.00 |
| Total Amount Rs. | | | | 9,58,941.00 |

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 9,58,941.00

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

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule Rate Items.

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 if any must be initiated & stamped by the bidder.
- ❖ We / I read the standard Bidding Documents (Volume-I) available in the Office of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.

**Sub Engineer (B&R)
Jamshed Zone, DM C (East)**

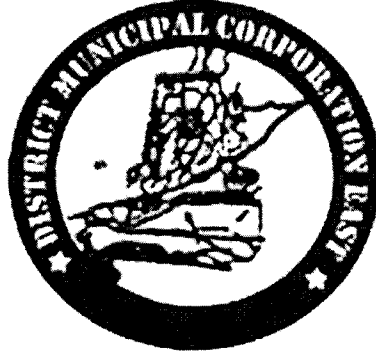
**Signature of the contractor
Name & Address _____**

**ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE**

**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

CONSTRUCTION OF DUST BIN AT CHANESAR GOTH,
JAMSHED ZONE, DMC (EAST)

ESTIMATED COST:- RS. 9,77,026/=

Bid Security:- 5% for Quoted Amount

Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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

Signature & Stamp of Issuing Authority

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid

Contact: 021-99225115, Fax 021-99225110

EXECUTIVE ENGINEER
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 DUST BIN AT
CHANESAR GOTH, JAMSHED ZONE, DMC
(EAST)
- c) Procuring Agency's Address GoI Market Block "B" SMCHS Area,
Near Darweshia Masjid
- d) Estimated Cost: Rs. 9,77,026/=
- 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: 16-FEBRUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 16-FEBRUARY-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 _____



EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)
EXECUTIVE ENGINEER
JAMSHED ZONE
District Municipal Corporation (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.

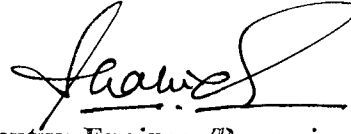
- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted, only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured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

Divisional Accountant

ACCOUNTANT
D.M.C (E.M.C)



Executive Engineer/Procuring Agency

Contractor





OFFICE OF THE EXECUTIVE ENGINEER JAMSHED ZONE, DMC (EAST)

SCHEDULE

SUBJECT: CONSTRUCTION OF DUST BIN AT CHANESAR GOTH, JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.9,77,026/=

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|-----|--|------------|---------------|-------------|
| 1. | Dismantling Cement Block Masonary | 36 Cft | 1134.38%Cft | 408.00 |
| 2. | Excavation in foundation of Building Bridges and other structures including degbeling dressing refiling around structure with excavated earth watering and rammining lead upto 5 ft. (b) in ordinary soil | 508 Cft | 3176.25 %0Cft | 1,613.00 |
| 3. | Earth work excavation undressed lead upto a single throw of Kassi Phawrah or Shovel (b) in ordinary soil | 805 Cft | 1361.25 %0Cft | 1,096.00 |
| 4. | Stone Pitching including Sub Base with hammer dressed stone on surface laid in courses including carriage of materials chain | 1864 Cft | 5377.63 %Cft | 1,00,239.00 |
| 5. | Fabrication of Mild Steel Reinforcemen for cement concrete including cutting,bending laying in position making joints and fastenings including cost of binding wire (also includes removal of using tor bars | 10.084 Cwt | 5001.70 P/Cwt | 50,437.00 |
| 6. | Reinforced cement concrete work I/c all labour and Material except the cost of steel Reinforcement and its labour for bending and binding which will be paid seprately,this rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface (i/c screening and washing of shingle) R.C.C work in roof slab beams coumns rafts ,lintels and other structureal members laid in situ or precast laid in position complete in all respects. | 251 Cft | 258.00 P/Cft | 64,758.00 |
| 7. | Providing and Lying topping cement concrete (1:2:4) includng surface finishing and divinding into panels. (2" thick) | 1610 Sft | 3275.50 %Sft | 52,735.00 |
| 8. | Cement concret brick or stone ballast 1 1/2" to 2" gauge | 531 Cft | 9416.28 %Cft | 50,000 |
| 9. | Providing & Laying 1:3:6 cement concrete solid block masonry wall 6" and below in thickness set in 1:6 cement mortar in ground floor super structure including raking out joints & curring etc. | 317 Cft | 15771.01 %Cft | 49,994 |
| 10. | Cement plaster 1:4 upto 12' height 1/2" thick | 1270 Sft | 2285.93 % Sft | 29,031.00 |
| 11. | Distempering Three Coat | 1270 Sft | 1079.65 %Sft | 13,711.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

| | | | | |
|------------------|---|-----------|-----------------|--------------------|
| 12. | Providing and Laying fairfaced reinforced cement concrete New Jersey Barriers having 3000 PSI compressive cylindrical strength Concrete (ready mixed concrete) (area 3.50sf) as per drawing including the cost of excavation, formwork, lean concrete 1450 PSI compressive cylindrical strength etc complete in all respect (Excluding the cost steel reinforcement). | 364 Rft | 1224.91 P / Rft | 4,45,758 |
| 13. | Carriage of 100 Cft/ 5 Tons of all material like stone, aggregate, spawl, coal lime, surkhi etc B.G Rail fastening points and crossing bridge, girders, pipes, sheets Rail M.S Bars etc or 1000 nos: bricks 10" X 5" X 3" or 1000 Nos: tiles 12" X 6" X 2" or 150 Cft of timber or 100 Maunds of fuel wood by trucks or any other means owned by contractors. 15 Miles. | 11009 Cft | 1065.00 %Cft | 1,17,246.00 |
| Total Amount Rs. | | | | 9,77,026.00 |

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. **9,77,026.00**

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

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule Rate Items.


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 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 _____**

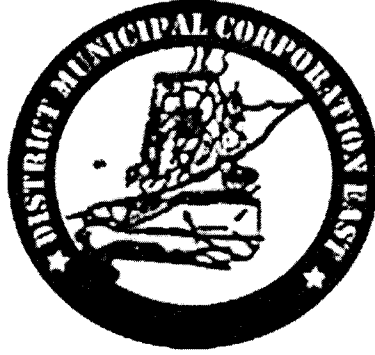

**SUB ENGINEER
JAMSHED ZONE**


**ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**


**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

IMPROVEMENT OF ROAD MUSLIMABAD WATER BAORD
COLONY, JAMSHED ZONE, DMC (EAST)

ESTIMATED COST:- RS. 9,97,291/=

Bid Security:- 5% for Quoted Amount

Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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

Signature & Stamp of Issuing Authority

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

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 IMPROVEMENT OF ROAD MUSLIMABAD
WATER BOARD COLONY, JAMSHED ZONE,
DMC (EAST)
- c) Procuring Agency's Address GoI Market Block "B" SMCHS Area,
Near Darweshia Masjid
- d) Estimated Cost: Rs. 9,97,291/=
- 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: 16-FEBRUARY-2016 (01:00 PM)
- j) Venue, Time and Date of Bid Opening 16-FEBRUARY-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 _____



EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)
EXECUTIVE ENGINEER
JAMSHED ZONE
District Municipal Corporation (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.

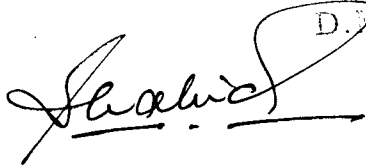
Clause –18: Financial Assistance /Advance Payment.

- (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
Divisional Accountant JAMSHED ZONE
D.M.O (EAST)


Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE EXECUTIVE ENGINEER JAMSHED ZONE, DMC (EAST)

SCHEDULE

**SUBJECT: IMPROVEMENT OF ROAD MUSLIMABAD WATER BOARD COLONY,
JAMSHED ZONE, DMC (EAST)**

Estimate Cost: Rs.9,97,291/=

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|------------------|--|-----------|---------------|--------------------|
| 1. | Dismantling Cement Concrete plain (1:2:4) | 8,640 Cft | 3327.50 %Cft | 2,87,496.00 |
| 2. | Earth work excavation of road side nalies i/c forming its bank are putting the same on embankment as directed clod breaking dressing etc. complete through work in ordinary soil | 3500 Cft | 1437.00 %0Cft | 5,030.00 |
| 3. | Carriage of 100 Cft/ 5 Tons of all material like stone, aggregate, spawl, coal lime, surkhi etc B.G Rail fastening points and crossing bridge, girders, pipes, sheets Rail M.S Bars etc or 1000 nos: bricks 10" X 5" X 3" or 1000 Nos: tiles 12" X 6" X 2" or 150 Cft of timber or 100 Maunds of fuel wood by trucks or any other means owned by contractors. 15 Miles. | 12140 Cft | 1065.00 %Cft | 1,29,291.00 |
| 4. | Providing and Laying Aggregate base course in proper grade and camber having CBR 80% as per AASHTO standard specification i/c spreading and compacting by approved mechanical means (Motor grader, vibratory roller and smooth wheel roller etc) waover compacted granular sub-tering to maintain the moisture content the compaction of each layer shall 100 percent to the max dry density (Rate i/c all cost of material T&P and carriage upto 3 chains. | 1,910 Cft | 5542.24 %Cft | 1,05,857.00 |
| 5. | 1 ½" thick asphalt concrete wearing course plant mix laying mechanically to proper line and grade plant mixed asphalt concrete specified formula according to job mixed formula approved by the engineer incharge rolling and finishing to design proper grade line level and comber etc (Machinery with POLs cost of material carriage). | 6832 Sft | 6873.79 %Sft | 4,69,617.00 |
| Total Amount Rs. | | | | 9,97,291.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 9,97,291.00

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

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule Rate Items.

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 of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.

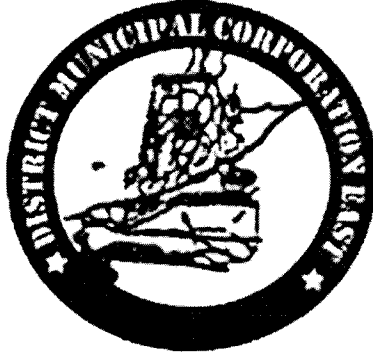
**Sub Engineer (B&R)
Jamshed Zone, DM C (East)**

**Signature of the contractor
Name & Address _____**

**ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE**

**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

CONSTRUCTION OF MIR AJMAL KHAN ROAD, JAMSHED
ROAD NO. 01, JAMSHED ZONE, DMC (EAST)

ESTIMATED COST:- RS. 9,96,836/=

Bid Security:- 5% for Quoted Amount

Tender Cost:- Rs. 2,000/=

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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

Signature & Stamp of Issuing Authority

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

ASSISTANT
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 MIR AJMAL KHAN ROAD, JAMSHED ROAD NO. 01, JAMSHED ZONE, DMC (EAST)
- c) Procuring Agency's Address Gol Market Block "B" SMCHS Area, Near Darweshia Masjid
- d) Estimated Cost: Rs. 9,96,836/=
- 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
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(in % age of bid amount / estimated cost equal to 10%)
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- m) Deposit Receipt No: Date: Amount _____



EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)
EXECUTIVE ENGINEER
JAMSHED ZONE
District Municipal Corporation (East)

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 - (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.

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

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- (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.

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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



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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the 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.

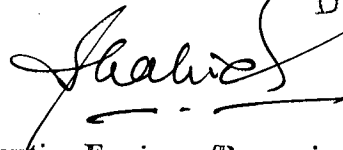
- (A) **Mobilization advance** is not allowed.
- (B) **Secured Advance against materials brought at site.**
- (i) Secured Advance may be permitted, only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of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



Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE EXECUTIVE ENGINEER JAMSHED ZONE, DMC (EAST)

SCHEDULE

SUBJECT: CONSTRUCTION OF MIR AJMAL KHAN ROAD, JAMSHED ROAD NO. 01, JAMSHED ZONE, DMC (EAST)

Estimate Cost: Rs.9,96,836/=

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|------------------|--|------------|---------------|-----------------|
| 1. | Dismantling Cement Concrete plain (1:2:4) | 8,640 Cft | 3327.50 %Cft | 2,87,496.00 |
| 2. | Earth work excavation of road side nales i/c forming its bank are putting the same on embankment as directed clod breaking dressing etc. complete through work in ordinary soil | 3,360 Cft | 1437.00 %0Cft | 4,828.00 |
| 3. | Carriage of 100 Cft/ 5 Tons of all material like stone, aggregate, spawl, coal lime, surkhi etc B.G Rail fastening points and crossing bridge, girders, pipes, sheets Rail M.S Bars etc or 1000 nos: bricks 10" X 5" X 3" or 1000 Nos: tiles 12" X 6" X 2" or 150 Cft of timber or 100 Maunds of fuel wood by trucks or any other means owned by contractors. 15 Miles. | 12,000 Cft | 1065.00 %Cft | 1,27,800.00 |
| 4. | Providing and Laying Aggregate base course in proper grade and camber having CBR 80% as per AASHTO standard specification i/c spreading and compacting by approved mechanical means (Motor grader, vibratory roller and smooth wheel roller etc) waover compacted granular sub-tering to maintain the moisture content the compaction of each layer shall 100 percent to the max dry density (Rate i/c all cost of material T&P and carriage upto 3 chains. | 1,910 Cft | 5542.24 %Cft | 1,05,857.00 |
| 5. | 1 1/2" thick asphalt concrete wearing course plant mix laying mechanically to proper line and grade plant mixed asphalt concrete specified formula according to job mixed formula approved by the engineer incharge rolling and finishing to design proper grade line level and comber etc (Machinery with POLs cost of material carriage). | 6,850 Sft | 6873.79 %Sft | 4,70,855 |
| Total Amount Rs. | | | | 9,96,836 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 9,96,836.00

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

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule Rate Items.

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 of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.

**Sub Engineer (B&R)
Jamshed Zone, DM C (East)**

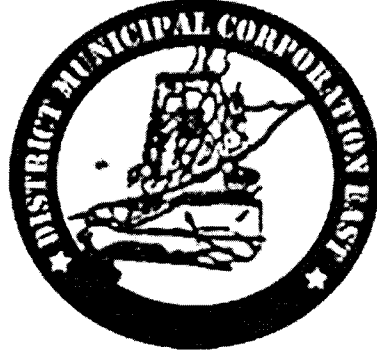
**Signature of the contractor
Name & Address _____**

**ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE**

**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

OFFICE OF THE EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)



BILL OF QUANTITIES

FOR

IMPROVEMENT OF ROAD NEAR BLUE CROSS
LABORATORY, JAMSHED ROAD NO. 01, JAMSHED ZONE,
DMC (EAST)

ESTIMATED COST:- **RS. 9,99,452/=**

Bid Security:- **5% for Quoted Amount**

Tender Cost:- **Rs. 2,000/=**

EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)

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

Signature & Stamp of Issuing Authority

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

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

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the 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.

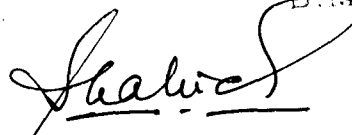
- (A) **Mobilization advance** is not allowed.
- (B) **Secured Advance against materials brought at site.**
- (i) Secured Advance may be permitted, only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of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



Executive Engineer/Procuring Agency

Contractor



OFFICE OF THE EXECUTIVE ENGINEER JAMSHED ZONE, DMC (EAST)

SCHEDULE

**SUBJECT: IMPROVEMENT OF ROAD NEAR BLUE CROSS LABORATORY JAMSHED
ROAD NO. 01, JAMSHED ZONE, DMC (EAST)**

Estimate Cost: Rs.9,99,452/=

Tender Cost Rs: 2000/=

| S.# | Description Of Work | Quantity | Rate | Amount |
|------------------|--|------------|---------------|--------------------|
| 1. | Dismantling Cement Concrete plain (1:2:4) | 8,640 Cft | 3327.50 %Cft | 2,87,496.00 |
| 2. | Earth work excavation of road side nalties i/c forming its bank are putting the same on embankment as directed clod breaking dressing etc. complete through work in ordinary soil | 3,360 Cft | 1437.00 %0Cft | 4,828.00 |
| 3. | Carriage of 100 Cft/ 5 Tons of all material like stone, aggregate, spawl, coal lime, surkhi etc B.G Rail fastening points and crossing bridge, girders, pipes, sheets Rail M.S Bars etc or 1000 nos: bricks 10" X 5" X 3" or 1000 Nos: tiles 12" X 6" X 2" or 150 Cft of timber or 100 Maunds of fuel wood by trucks or any other means owned by contractors. 15 Miles. | 12,000 Cft | 1065.00 %Cft | 1,27,800.00 |
| 4. | Providing and Laying Aggregate base course in proper grade and camber having CBR 80% as per AASHTO standard specification i/c spreading and compacting by approved mechanical means (Motor grader, vibratory roller and smooth wheel roller etc) waover compacted granular sub-tering to maintain the moisture content the compaction of each layer shall 100 percent to the max dry density (Rate i/c all cost of material T&P and carriage upto 3 chains. | 1,920 Cft | 5542.24 %Cft | 1,06,411.00 |
| 5. | 1 ½" thick asphalt concrete wearing course plant mix laying mechanically to proper line and grade plant mixed asphalt concrete specified formula according to job mixed formula approved by the engineer incharge rolling and finishing to design proper grade line level and comber etc (Machinery with POLs cost of material carriage). | 6,880 Sft | 6873.79 %Sft | 4,72,917.00 |
| Total Amount Rs. | | | | 9,99,452.00 |

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110

SUMMARY OF BILL OF QUANTITIES

I / We hereby quoted as follows:

Total Schedule Rate Amount Rs. 9,99,452.00

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

Grand Total Rs. _____

(Rupees) _____

_____ for the complete job for all Schedule Rate Items.

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 of DMC (East) and agreed to abide all of them and also provide all these documents with our signature as & when directed.

**Sub Engineer (B&R)
Jamshed Zone, DM C (East)**

**Signature of the contractor
Name & Address _____**

**ASSISTANT EXECUTIVE ENGINEER
JAMSHED ZONE**

**EXECUTIVE ENGINEER
JAMSHED ZONE, DMC (EAST)**

Address: Gol Market Block-B, SMCHS Near Darwaishia Masjid
Contact: 021-99225115, Fax 021-99225110