

OFFICE OF THE TOWN COMMITTEE WARAH, TALUKA WARAH

No. TCW/ 13
Warah dated:- 15-02-2016

NOTICE INVITING TENDERS.

Approval from Local Government Department Govt. of Sindh Karachi Letter No. SOIV(LG)1-294/2015 dt. 10-12-2015, sealed tender B.1 & B.2 forms are invited from all interested parties/firms as per rules of SPPRA for following works.

Sr. No.	Name of Work	Estimated Cost	Earnest Money	Tender Fee	Time Period
01	Const. of CC Drains, CC Block in Ward No. 01 Town Warah	20,00,000/-	2%	3,000/-	6 Month
02	Const. of CC Drains, CC Block in Ward No. 02 Town Warah	20,00,000/-	2%	3,000/-	6 Month
03	Const. of CC Drains, CC Block in Ward No. 03 Town Warah	20,00,000/-	2%	3,000/-	6 Month
04	Const. of CC Drains, CC Block in Ward No. 04 Town Warah	20,00,000/-	2%	3,000/-	6 Month
05	Const. of CC Drains, CC Block from Van Stand upto Dr. Latif Kalhoro Clinic, Via Badar Buriro, Via Jurial Chhutto, Via Post Office of Ward No. 05 Town Warah.	50,00,000/-	2%	3,000/-	6 Month
06	Const. of CC Drains, CC Block in Ward No. 06 Town Warah	20,00,000/-	2%	3,000/-	6 Month
07	Const. of CC Drains, CC Block in Ward No. 07 Town Warah	20,00,000/-	2%	3,000/-	6 Month
08	Const. of CC Drains, CC Block in Ward No. 08 Town Warah	20,00,000/-	2%	3,000/-	6 Month
09	Const. of CC Drains, CC Block in Ward No. 09 Town Warah	20,00,000/-	2%	3,000/-	6 Month
10	Const. of CC Drains, CC Block in Ward No. 10 Town Warah	20,00,000/-	2%	3,000/-	6 Month
11	Construction of CC Drains, CC Block in By Pass Road from Puna Minor, upto Tunia Road, Via Civil Hospital, Via Girls School Town Warah.	45,00,000/-	2%	3,000/-	6 Month
12	Construction of Compound Wall of (Hindu Massan)	10,00,000/-	2%	3,000/-	6 Month
13	Providing & Installing of Solar System in Village Gartal	20,00,000/-	2%	3,000/-	6 Month
14	Rehabilitation of Disposal of Ahmadi Tunio Muhalla Town Warah	20,00,000/-	2%	3,000/-	6 Month
15	Improvement of Urban Water Supply Scheme Warah	20,00,000/-	2%	3,000/-	6 Month
16	Improvement of Urban Drainage Scheme Warah.	20,00,000/-	2%	3,000/-	6 Month

8771
03-03-16

01. The Bidding documents will be issued from of publication in the newspaper/on website on payment of tender fee (non refundable) on any working day upto 07-03-2016.

02. Sealed tender will be received back on 08-03-2016 upto 02:00 PM and will be open on same date at 03:00 PM in the presence of intending contractor or their authorized representatives.

03. un responded/Rejected tender will be re-issued upto 22-03-2016 which will be receive back on 24-03-2016 upto 02:00 PM and will be opened on same date after one hour at 03:00 PM respectively.

04. No conditional/Telegraphic tender will be entertained.


05. Un-sealed tender will not be accepted.

06. No tender without call deposit or received after specified date and time will be considered.

07. Bid containing last cost method (Single stage one envelope).

08. The proeuring agency reserves the right to reject all or any bid subject to the relevant provision of SPPRA rules 2010.

09. The contractor should have to register with PEC where-ever required and with Sindh Revenue Board.


Town Officer
Town Committee Warah

C.F.W.Cs to the:-

01. The Director Information (Advertisement) Publication Relation Department Barrack No. 96 Sindh Secretariat Shahrab-Iraq Karachi in (07) copies for publishing the advertisement in three leading daily newspapers.

02. The Director SPPRA Sindh Karachi.

✓03. The Director General Rural Development Department Government of Sindh Karachi.

04. The Administrator Town Committee Warah

Copy to the:-

01. The Engineer Town Committee Warah for information and preparing the Detailed Working Estimates.

02. All concerned.

03. Notice board.


Town Officer
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH TALUKA WARAH, DISTRICT KAMBER SHAMUDKOT
ANNUAL PROCUREMENT PLAN
(WORKS, GOOD & SERVICES)
FINANCIAL YEAR 2015-2016

S No	Name of Work	U-C / Taluka	Estimated Unit Cost (Where applicable)	Funds Allocated (Million)	Source of Funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Const. of CC Drians CC Block & B/P in Ward No. 1 Town Warah	Town Warah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr.	-	
2	Const. of CC Drians CC Block & B/P in Ward No. 2 Town Warah	Town Warah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr.	-	
3	Const. of CC Drians CC Block & B/P in Ward No. 3 Town Warah	Town Warah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr.	-	
4	Const. of CC Drians CC Block & B/P in Ward No. 4 Town Warah	Town Warah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr.	-	
5	Const. of CC Drians CC Block & B/P from Van Stant upto Dr. Abdul Latif Kalhoro Clinic, via Badar Buriro, via Jurial Chhutto, via Post Office in Ward No. 5 Town Warah	Town Warah	-	5.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr.	-	
6	Const. of CC Drians CC Block & B/P in Ward No. 6 Town Warah	Town Warah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr.	-	
7	Const. of CC Drians CC Block & B/P in Ward No. 7 Town Warah	Town Warah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr.	-	
8	Const. of CC Drians CC Block & B/P in Ward No. 8 Town Warah	Town Warah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr.	-	

	Project Description	Town/Warrah	ADPs	Cost (Million)	ADPs	Single Stage or envelope			3rd Qtr	
9	Const. of CC Drains CC Block & B/P in Ward No. 9 Town Warrah	Town Warrah	-	4.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr	-
10	Const. of CC Drains CC Block & B/P in Ward No. 10 Town Warrah	Town Warrah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr	-
11	Const. of CC Drains CC Block & B/P in by pass road upto Tunio Road, via Civil Hospital, via Govt. Girls School in Town Warrah.	Town Warrah	-	4.500 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr	-
12	Const. of Compound Wall (Hindu Massan)	Town Warrah	-	1.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr	-
13	Providing & Installing of Solar System in Village Gartal	Town Warrah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr	-
14	Rehabilitation of Disposal of Ahmadi Tunio Muhalla Town Warrah	Town Warrah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr	-
15	Improvement of Urban Water Supply Scheme Warrah	Town Warrah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr	-
16	Improvement of Urban Drainage Scheme Warrah	Town Warrah	-	2.00 Million	Non ADPs	Single Stage one envelope	-	-	3rd Qtr	-

Town Officer
Town Committee Warrah

EVALUATION QUALIFICATION / ELIGIBILITY CRITERIA

bid shall be evaluated on the basis of following information are available with the bid.

01. Bid shall be in sealed cover.
02. Bid shall be properly signed by the contractor with stamp, cutting and overwriting must be initialed.
03. Name of firm, postal address, telephone number, fax number, email address must be written.
04. Rate must be quoted in figure and words.
05. NTN, SRB Certificate, and PIC (Valid) registration (where applicable).
06. Relevant experience minimum (01) One year
07. Turnover at least (03) Three years (Equal to the tender estimated value / amount).
08. Bid security of required amount.
09. Conditional bid will not be considered.
10. Bid will be evaluate according to SPPRA 2010 (Amended 2014).
11. The bid of the black listed and debarred contractors will not be considered.
12. The contractor shall submit / produce / attach above mentioned documents certificates (attested) along-with bidding documents.



No. SOIV/(LG)/1-20/2016/LAR
GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi dated the 02nd Marcher2016

March 14

2-3-16

NOTIFICATION

With the approval of Competent Authority, a Complaint Redressal Committee is hereby constituted under Rule-31(1)(2) of SPPRA Rules,2010 for Town Committee Warah, for the year 2015-16.

- | | |
|---|----------|
| 1. Assistant Commissioner/Administrator | Chairman |
| 2. Accounts Officer M.C.Kamber | Member |
| 3. Executive Engineer PHED Kamber | Member. |

The Function and responsibilities of Complaint Redressal Committee shall be as under: - (Rule-31(1)(2) of SPPRA Rule 2010)

NO.SOIV (LG)/1-20/2016/LAR

SECRETARY TO GOVT: OF SINDH.
Karachi, dated the 02nd March, 2016.

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

- 1 The Director, Sindh Public Procurement Regularity Authority, Karachi.
- 2 The Director, Local Government, Larkana.
- 3 The Assistant Commissioner Kamber- Shahdadkot @ Kamber.
- 4 The Accounts Officer Municipal Committee Kamber.
- 5 The Executive Engineer PHED Kamber Shahdadkot @ Kamber.
- 6 Office order file.

SECTION OFFICER-IV



**GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT**

Karachi dated the 02nd March, 2016

NOTIFICATION

No. SOIV/(LG)/1-20/2016/LAR With the approval of Competent Authority, Procurement Committee consisting on following for undertaking Development Work in Town Committee, Warah District Kamber @ Shahdadkot, during the year 2015-16 is hereby constituted under Section (7) of SPPRA Rule, 2010:-

1. Town Officer Warah	Chairman
2. Accounts Officer District Council Kamber	Member
3. Assistant Executive Engineer PHED Kamber	Member
4. Assistant Executive Engineer Building Kamber	Member
5. Assistant Director Planning & Development Deputy Commissioner Kamber	Member

The Function 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 evolution of the bids.
- iii) Prepare evolution reports as provided in Rule 45.
- iv) Making recommendations for the award of contract to the competent authority.
- v) Perform any other function ancillary and incidental to the above.

SECRETARY TO GOVT: OF SINDH.

Karachi, dated the 02nd March, 2016.

NO.SOIV (LG)/1-20 /2016/LAR

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

1. The Director, Sindh Public Procurement Regularity Authority, Karachi.
2. The Director, Local Government, Larkana
3. The Town Officer Warah.
4. The Accounts Officer District Council Kamber.
5. The Assistant Executive Engineer PHED Kamber.
6. The Assistant Executive Engineer Building Kamber
7. The Assistant Director Planning & Development Deputy Commissioner Kamber.
8. Office Order.

SECTION OFFICER-IV

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 01 TOWN WARAH**

NIT SR: NO: 01

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

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TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|--|--|
| A | Name of Procuring Agency | Town Committee Warah. |
| | Brief Description of Work | Construction of CC Drain, CC Block in Ward No. 01. Of Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to 10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

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Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

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TOWN COMMITTEE WARAH

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

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ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

(CONTRACTOR)

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TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, in Ward No. 01 Town Warah

Head of A/C: - Own Source (O.Z.T Share)

Qty:	S. No.	Item of work	Rate	Unit	Amount
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PART – I CC DRAINS

01. Excavation in foundation of building bridges and other structures i/c dag belling screening refilling around the structures with excavated Earth Watering ramming up to 5ft (iii) in ordinary Soil (G.S.I – 18/P/4)

235.00 Cft @ Rs. 3176.25 P%0Cft Rs. 10,275-0

02. Cement Concrete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 (G.S.I – 5/P/17)

748.00 Cft @ Rs. 11288.75 P% Cft Rs. 84,440-0

03. Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to the design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1 1/2" thick to expose surface faces finished smooth curing complete as per drawing design. (P.H.S.I – 1 No. DP/44)

500.00 Rft. @ Rs. 94.00 P. Rft Rs. 47,000-0

450.00 Rft. @ Rs. 174.00 P. Rft Rs. 78,300-0

04. Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) (G.S.I – 4/P/24)

162.50 Cft @ Rs. 11948.36 P% Cft Rs. 2, 10,590-0

05. Cement Plaster (1:4) up to 20' height 1/2" thick (G.S.I – 11/P/57)

3075.00 Cft @ Rs. 2283.93 P% Cft Rs. 70,231-0

06. R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast and in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/2" to 3/4" gauge. (G.S.I – 1-6/P/17)

120.00 Cft @ Rs. 337.00 P. Cft Rs. 40,440-0

07. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars (G.S.I – 7 (ii)(a)P/19)

338 Cwt @ Rs. 5001.70 P. Cwt Rs. 16,906-0

08. Cement concrete plain i/c Placing compacting finishing and curing complete i/c
greening and washing of stone aggregate without shuttering Ratio 1:2:4
(G.S.I-5 P/17)

135.11 Cft @ Rs. 14429.25 P% Cft Rs. 19,495-0

09. Supplying & Fixing M.S Iron Board Size (3.0x3.50)(Approved Rate)

01. No @ Rs. 4000.00 P. Each Rs. 4,000-0

G. Total: - Rs. 5, 81,677-0

CC BLOCK

01. Narrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I-3/P/1)

13265.00 Cft @ Rs. 2117.50 P%0Cft Rs. 21,736-0

02. Earth Work compaction (soft, ordinary of hard soil) laying earth n 6" thick layers
leveling and dressing etc completed (G.S.I-3/P/4)

13500.00 Cft @ Rs. 354.00 P%0Cft Rs. 4,779-0

03. Extra lead for every 50' ft additional lead or part thereof.

13265.00 Cft @ Rs. 5039.00 P%0Cft Rs. 51,725-0

04. Cement concrete bricks or stone ballest ½" to 2" gauge Ratio 1:4:8 (G.S.I-4/P/17)

7070.00 Cft @ Rs. 9416.25 P% Cft Rs. 1, 79,664-0

05. C.C Plain Ratio 1:4:8

2250.00 Cft @ Rs. 14429.25 P% Cft Rs. 3, 24,658-0

06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd
clks)(b)for partal wood (vertical)

1265.00 Cft @ Rs. 3127.41 P% Sft Rs. 7,037-0

Total: - Rs. 6, 89,599-0

GENERAL ABSTRACT

01. CC Drains Rs. 5, 81,677-0

02. CC Blocks Rs. 6, 89,599-0

G. Total: - Rs. 12, 71,276-0

CONDITIONS

01. No cartage of any material will be paid separately.

02. No premium will be allowed on Non schedule items.

03. Work shall be carried out as per TMA Specifications.

04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from
the places mentioned in the estimate.

05. Any error / omission in the rates, unit & description will be governed by the
respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 02 TOWN WARAH**

NIT SR: NO: 02

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

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TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|---|--|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of CC Drain, CC Block in Ward No. 02. Of
Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount
/ Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to
10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of
commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of
delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

(D) 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.

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

(F) In case of quantities of work executed result the Initial contract price to be exceeded by more than 10% and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, in Ward No. 02 Town Warah

Name of A/C: - Own Source (O.Z.T Share)

Sl. No.	Item of work	Rate	Unit	Amount
<u>PART – I CC DRAINS</u>				
01	Excavation in foundation of building bridges and other structures i/c dag belling dressing refilling around the structures with excavated Earth Watering ramming up to 5ft (5) in ordinary Soil <u>(G.S.I – 18/P/4)</u>			
5755.00 Cft		@ Rs. 3176.25	P%0Cft	Rs. 10,275-0
02	Cement Concete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 <u>(G.S.I – 5/P/17)</u>			
748.00 Cft		@ Rs. 11288.75	P% Cft	Rs. 84,440-0
03	Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1 1/2" thick to expose surface faces finished smooth curing complete as per drawing design. <u>(P.H.S.I – 1 No. DP/44)</u>			
770.00 Rft.		@ Rs. 94.00	P. Rft	Rs. 47,000-0
450.00 Rft.		@ Rs. 174.00	P. Rft	Rs. 78,300-0
04	Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) <u>(G.S.I – 4/P/24)</u>			
1762.50 Cft		@ Rs. 11948.36	P% Cft	Rs. 2, 10,590-0
05	Cement Plaster (1:4) up to 20' height 1/2" thick <u>(G.S.I – 11/P/57)</u>			
375.00 Cft		@ Rs. 2283.93	P% Cft	Rs. 70,231-0
06	R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast and in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/2" to 3/4" gauge. <u>(G.S.I – 1-6/P/17)</u>			
120.00 Cft		@ Rs. 337.00	P. Cft	Rs. 40,440-0
07	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars <u>(G.S.I – 7 (ii)(a)P/19)</u>			
338 Cwt		@ Rs. 5001.70	P. Cwt	Rs. 16,906-0

01. Cement concrete plain i/c Placing compacting finishing and curing complete i/c
finishing and washing of stone aggregate without shuttering Ratio 1:2:4
(G.S.I 1-5 P/17)

10711 Cft	@ Rs. 14429.25	P% Cft	Rs. 19,495-0
02. Supplying & Fixing M.S Iron Board Size (3.0x3.50)(<u>Approved Rate</u>)			
101 No	@ Rs. 4000.00	P. Each	Rs. 4,000-0
G. Total: -			Rs. 5, 81,677-0

CC BLOCK

01. Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I – 3/P/1)

10265.00 Cft	@ Rs. 2117.50	P%0Cft	Rs. 21,736-0
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02. Earth Work compaction (soft, ordinary of hard soil) laying earth in 6" thick layers
leveling and dressing etc completed (G.S.I – 3/P/4)

103500.00 Cft	@ Rs. 354.00	P%0Cft	Rs. 4,779-0
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03. Extra lead for every 50' ft additional lead or part thereof.

10265.00 Cft	@ Rs. 5039.00	P%0Cft	Rs. 51,725-0
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04. Cement concrete ricks or stone ballest ½" to 2" gauge Ratio 1:4:8 (G.S.I – 4/P/17)

1000.00 Cft	@ Rs. 9416.25	P% Cft	Rs. 1, 79,664-0
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05. C.C Plain Ratio 1:4:8

1000.00 Cft	@ Rs. 14429.25	P% Cft	Rs. 3, 24,658-0
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06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd
class)(b)for partial wood (vertical)

1225.00 Cft	@ Rs. 3127.41	P% Sft	Rs. 7,037-0
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Total: - Rs. 6, 89,599-0

GENERAL ABSTRACT

01.	CC Drains	Rs. 5, 81,677-0
02.	CC Blocks	Rs. 6, 89,599-0
G. Total: -		Rs. 12, 71,276-0

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 03 TOWN WARAH**

NIT SR: NO: 03

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

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TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|---|--|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of CC Drain, CC Block in Ward No. 03. Of
Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount
/ Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to
10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of
commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of
delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-In-Charge certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

(CONTRACTOR)

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, in Ward No. 03 Town Warah

Name of A/C: - **Own Source (O.Z.T Share)**

Sl. No.	Item of work	Rate	Unit	Amount
<u>Part - I CC DRAINS</u>				
1.	Excavation in foundation of building bridges and other structures i/c dag belling dressing refilling around the structures with excavated Earth Watering ramming up to 5ft in ordinary Soil <u>(G.S.I – 18/P/4)</u>			
100.00 Cft	@ Rs. 3176.25	P%0Cft	Rs.	10,275-0
2.	Cement Concete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 <u>(G.S.I – 5/P/17)</u>			
248.00 Cft	@ Rs. 11288.75	P% Cft	Rs.	84,440-0
3.	Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to the design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1/2" thick to expose surface faces finished smooth curing complete as per drawing <u>(P.H.S.I – 1 No. DP/44)</u>			
100.00 Rft.	@ Rs. 94.00	P. Rft	Rs.	47,000-0
100.00 Rft.	@ Rs. 174.00	P. Rft	Rs.	78,300-0
4.	Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) <u>(G.S.I – 4/P/24)</u>			
162.50 Cft	@ Rs. 11948.36	P% Cft	Rs.	2, 10,590-0
5.	Cement Plaster (1:4) up to 20' height 1/2" thick <u>(G.S.I – 11/P/57)</u>			
175.00 Cft	@ Rs. 2283.93	P% Cft	Rs.	70,231-0
6.	R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/2" to 3/4" gauge. <u>(G.S.I – 1-6/P/17)</u>			
100.00 Cft	@ Rs. 337.00	P. Cft	Rs.	40,440-0
7.	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars <u>(G.S.I – 7 (ii)(a)P/19)</u>			
3.38 Cwt	@ Rs. 5001.70	P. Cwt	Rs.	16,906-0

08. Cement concrete plain i/c Placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:2:4 **(G.S.I-5 P/17)**

135.11 Cft	@ Rs. 14429.25	P% Cft	Rs. 19,495-0
09. Supplying & Fixing M.S Iron Board Size (3.0x3.50) (Approved Rate)			
10. No.	@ Rs. 4000.00	P. Each	<u>Rs. 4,000-0</u>
G. Total: -			Rs. 5, 81,677-0

CC BLOCK

01. Barrow Pit excavation undressed lead up to 100 ft ordinary soil **(G.S.I-3/P/1)**

2265.00 Cft	@ Rs. 2117.50	P%0Cft	Rs. 21,736-0
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02. Earth Work compaction (soft, ordinary of hard soil) laying earth n 6" thick layers spreading and dressing etc opleted **(G.S.I-3/P/4)**

1500.00 Cft	@ Rs. 354.00	P%0Cft	Rs. 4,779-0
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03. Extra lead for every 50' ft additional lead or part thereof.

20265.00 Cft	@ Rs. 5039.00	P%0Cft	Rs. 51,725-0
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04. Cement concrete ricks or stone ballest ½" to 2" gauge Ratio 1:4:8 **(G.S.I-4/P/17)**

2970.00 Cft	@ Rs. 9416.25	P% Cft	Rs. 1, 79,664-0
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05. CC Plain Ratio 1:4:8

2150.00 Cft	@ Rs. 14429.25	P% Cft	Rs. 3, 24,658-0
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06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd class) for partial wood (vertical)

15.00 Cft	@ Rs. 3127.41	P% Sft	<u>Rs. 7,037-0</u>
-----------	---------------	--------	--------------------

Total: - Rs. 6, 89,599-0

GENERAL ABSTRACT

01.	CC Drains	Rs. 5, 81,677-0
02.	CC Blocks	<u>Rs. 6, 89,599-0</u>
G. Total: -		<u>Rs. 12, 71,276-0</u>

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 04 TOWN WARAH**

NIT SR: NO: 04

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|---|--|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of CC Drain, CC Block in Ward No. 04. Of
Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount
/ Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to
10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of
commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of
delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, in Ward No. 04 Town Warah

Kind of A/C:- **Own Source (O.Z.T Share)**

S. No.	Item of work	Rate	Unit	Amount
<u>PART – I CC DRAINS</u>				
	(a) Excavation in foundation of building bridges and other structures i/c dag belling dressing refilling around the structures with excavated Earth Watering ramming up to 5ft (b) in ordinary Soil <u>(G.S.I – 18/P/4)</u>			
15.00	Cft	@ Rs. 3176.25	P%0Cft	Rs. 10,275-0
	(b) Cement Concete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 <u>(G.S.I – 5/P/17)</u>			
135.00	Cft	@ Rs. 11288.75	P% Cft	Rs. 84,440-0
	(c) Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to the design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1:2:1" thick to expose surface faces finished smooth curing complete as per drawing Design. <u>(P.H.S.I – 1 No. DP/44)</u>			
100.00	Rft.	@ Rs. 94.00	P. Rft	Rs. 47,000-0
450.00	Rft.	@ Rs. 174.00	P. Rft	Rs. 78,300-0
	(d) Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) <u>(G.S.I – 4/P/24)</u>			
1702.50	Cft	@ Rs. 11948.36	P% Cft	Rs. 2, 10,590-0
	(e) Cement Plaster (1:4) up to 20' height ½" thick <u>(G.S.I – 11/P/57)</u>			
100.00	Cft	@ Rs. 2283.93	P% Cft	Rs. 70,231-0
	(f) R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast and in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/2" to ¼" gauge. <u>(G.S.I – 1-6/P/17)</u>			
120.00	Cft	@ Rs. 337.00	P. Cft	Rs. 40,440-0
	(g) Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars <u>(G.S.I – 7 (ii)(a)P/19)</u>			
138	Cwt	@ Rs. 5001.70	P. Cwt	Rs. 16,906-0

39. Cement concrete plain i/c Placing compacting finishing and curing complete i/c
cleaning and washing of stone aggregate without shuttering Ratio 1:2:4
(G.S.I-1-5 P/17)

135.11 Cft @ Rs. 14429.25 P% Cft Rs. 19,495-0

40. Supplying & Fixing M.S Iron Board Size (3.0x3.50)(Approved Rate)

100 No @ Rs. 4000.00 P. Each Rs. 4,000-0

G. Total: - Rs. 5, 81,677-0

CC BLOCK

41. Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I-3/P/1)

10265.00 Cft @ Rs. 2117.50 P%0Cft Rs. 21,736-0

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45. C.C Plain Ratio 1:4:8

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Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK
FROM VAN STAND UPTO DR. LATIF KALHORO
CLINIC, VAI BADAR BURIRO, VIA JURIAL
CHHUTTO, VIA POST OFFICE IN WARD NO. 05
TOWN WARAH**

NIT SR: NO: 05

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1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|--|--|
| A | Name of Procuring Agency | Town Committee Warah. |
| | Brief Description of Work | Construction of CC Drain, CC Block from Van Stand upto Dr. Latif Clinic, via Badar Buriro, via Jurial Chhutto, via Post Office in Ward No. 05. Of Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 5.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to 10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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ENGINEER
TOWN COMMITTEE WARAH

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

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ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

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TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

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ENGINEER
TOWN COMMITTEE WARAH

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, from Van Stand upto Dr. Abdul Latif Kalhoro Clinic Via Badar Buriro, Via Jurial Chhutto, Via Post Office in Ward No. 05 Town Warah

Name of A/C: - **Own Source (O.Z.T Share)**

Sl. No.	Item of work	Rate	Unit	Amount
---------	--------------	------	------	--------

PART – I CC DRAINS

1. Excavation in foundation of building bridges and other structures i/c dag belling dressing refilling around the structures with excavated Earth Watering ramming up to 5ft in ordinary Soil **(G.S.I – 18/P/4)**

265.00 Cft @ Rs. 3176.25 P% Cft Rs. 26,538-0

2. Cement Concete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 **(G.S.I – 5/P/17)**

1947.00 Cft @ Rs. 11288.75 P% Cft Rs. 2, 19,792-0

3. Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1/2" thick to expose surface faces finished smooth curing complete as per drawing **(P.H.S.I – 1 No. DP/44)**

100.00 Rft. @ Rs. 94.00 P. Rft Rs. 1, 41,000-0

190.00 Rft. @ Rs. 174.00 P. Rft Rs. 1, 82,700-0

4. Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) **(G.S.I – 4/P/24)**

12.50 Cft @ Rs. 11948.36 P% Cft Rs. 5, 51,118-0

5. Cement Plaster (1:4) up to 20' height 1/2" thick **(G.S.I – 11/P/57)**

100.00 Cft @ Rs. 2283.93 P% Cft Rs. 1, 86,711-0

6. R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/2" to 3/4" gauge. **(G.S.I – 1-6/P/17)**

150.00 Cft @ Rs. 337.00 P. Cft Rs. 50,550-0

7. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars **(G.S.I – 7 (ii)(a)P/19)**

3.3 Cwt @ Rs. 5001.70 P. Cwt Rs. 16,906-0

05. Cement concrete plain i/c Placing compacting finishing and curing complete i/c cleaning and washing of stone aggregate without shuttering Ratio 1:2:4 (G.S.I-5 P/17)

15.49 Cft @ Rs. 14429.25 P% Cft Rs. 28,352-0

06. Supplying & Fixing M.S Iron Board Size (3.0x3.50)(Approved Rate)

1 No @ Rs. 4000.00 P. Each Rs. 4,000-0

G. Total: - Rs. 14, 07,667-0

CC BLOCK

01. Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I – 3/P/1)

26145.00 Cft @ Rs. 2117.50 P%0Cft Rs. 55,362-0

02. Earth Work compaction (soft, ordinary or hard soil) laying earth in 6" thick layers leveling and dressing etc completed (G.S.I – 3/P/4)

14500.00 Cft @ Rs. 354.00 P%0Cft Rs. 12,213-0

03. Extra lead for every 50' ft additional lead or part thereof.

13145.00 Cft @ Rs. 5039.00 P%0Cft Rs. 1, 31,745-0

04. Cement concrete ricks or stone ballest ½" to 2" gauge Ratio 1:4:8 (G.S.I – 4/P/17)

7000.00 Cft @ Rs. 9416.25 P% Cft Rs. 7, 14,696-0

05. C.C Plain Ratio 1:4:8

8000.00 Cft @ Rs. 14429.25 P% Cft Rs. 8, 29,682-0

06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd class)(b)for partial wood (vertical)

145.00 Cft @ Rs. 3127.41 P% Sft Rs. 17,983-0

Total: - Rs. 17, 61,680-0

GENERAL ABSTRACT

01. CC Drains Rs. 14, 07,677-0

02. CC Blocks Rs. 17, 61,680-0

G. Total: - Rs. 31, 69,357-0

CONDITIONS

01. No cartage of any material will be paid separately.

02. No premium will be allowed on Non schedule items.

03. Work shall be carried out as per TMA Specifications.

04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.

05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 06 TOWN WARAH**

NIT SR: NO: 06

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

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4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|---|--|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of CC Drain, CC Block in Ward No. 06. Of
Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount
/ Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to
10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of
commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of
delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-In-Charge certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Item of work: Construction of C. C. drains & C.C blocks, in Ward No. 06 Town Warah

Source of A/C: Own Source (O.Z.T Share)

Qty:	S. No.	Item of work	Rate	Unit	Amount
<u>CC DRAINS</u>					
		Excavation in foundation of building bridges and other structures i/c dag belling and refilling around the structures with excavated Earth Watering ramming up to 5ft in ordinary Soil <u>(G.S.I – 18/P/4)</u>			
195.00 Cft		@ Rs. 3176.25	P%0Cft		Rs. 10,275-0
		Preparation Concete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 <u>(G.S.I – 5/P/17)</u>			
73.00 Cft		@ Rs. 11288.75	P% Cft		Rs. 84,440-0
		Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to per design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 2/32" thick to expose surface faces finished smooth curing complete as per drawing Design. <u>(P.H.S.I – 1 No. DP/44)</u>			
500 Rft.		@ Rs. 94.00	P. Rft		Rs. 47,000-0
450 Rft.		@ Rs. 174.00	P. Rft		Rs. 78,300-0
		Common Brick Work in foundation and plinth in cement sand mortar (1:6) <u>(G.S.I – 4/P/24)</u>			
122.50 Cft		@ Rs. 11948.36	P% Cft		Rs. 2, 10,590-0
		Cement Plaster (1:4) up to 20' height ½" thick <u>(G.S.I – 11/P/57)</u>			
31.500 Cft		@ Rs. 2283.93	P% Cft		Rs. 70,231-0
		R.C Work i/c all labour and material except the cost f steel reinforcement and its charge for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast and in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1" to ¾" gauge. <u>(G.S.I – 1-6/P/17)</u>			
120 Cft		@ Rs. 337.00	P. Cft		Rs. 40,440-0
		Installation of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars <u>(G.S.I – 7 (ii)(a)P/19)</u>			
330 Cwt		@ Rs. 5001.70	P. Cwt		Rs. 16,906-0

04. Cement concrete plain i/c Placing compacting finishing and curing complete i/c
 cleaning and washing of stone aggregate without shuttering Ratio 1:2:4
(G.S.I-5 P/17)

135.11 Cft	@ Rs. 14429.25	P% Cft	Rs. 19,495-0
05. Supplying & Fixing M.S Iron Board Size (3.0x3.50) <u>(Approved Rate)</u>			
01 No	@ Rs. 4000.00	P. Each	Rs. 4,000-0
		G. Total: -	Rs. 5, 81,677-0

CONCRETE

06. Narrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I-3/P/1)

2285.00 Cft	@ Rs. 2117.50	P%0Cft	Rs. 21,736-0
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07. Earth Work compaction (soft, ordinary or hard soil) laying earth in 6" thick layers
 spreading and dressing etc completed (G.S.I-3/P/4)

1300.00 Cft	@ Rs. 354.00	P%0Cft	Rs. 4,779-0
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08. Extra lead for every 50' ft additional lead or part thereof.

1285.00 Cft	@ Rs. 5039.00	P%0Cft	Rs. 51,725-0
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09. Cement concrete ricks or stone ballest 1/2" to 2" gauge Ratio 1:4:8 (G.S.I-4/P/17)

2070.00 Cft	@ Rs. 9416.25	P% Cft	Rs. 1, 79,664-0
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10. C.C Plain Ratio 1:4:8

1250.00 Cft	@ Rs. 14429.25	P% Cft	Rs. 3, 24,658-0
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11. Protection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd
 class) for partial wood (vertical)

1250 Cft	@ Rs. 3127.41	P% Sft	Rs. 7,037-0
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Total: - Rs. 6, 89,599-0

GENERAL ABSTRACT

01. CC Drains Rs. 5, 81,677-0

02. CC Blocks Rs. 6, 89,599-0

G. Total: - Rs. 12, 71,276-0

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from
 the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the
 respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 07 TOWN WARAH**

NIT SR: NO: 07

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|---|--|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of CC Drain, CC Block in Ward No. 07. Of
Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount
/ Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to
10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of
commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of
delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-In-Charge certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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TOWN COMMITTEE WARAH

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

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ENGINEER
TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

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TOWN COMMITTEE WARAH

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Item of work: Construction of C. C. drains & C.C blocks, in Ward No. 07 Town Warah

Source of work: Own Source (O.Z.T Share)

Qty:	S. No.	Item of work	Rate	Unit	Amount
<u>CC - CC DRAINS</u>					
		Excavation in foundation of building bridges and other structures i/c dag belling backfilling and refilling around the structures with excavated Earth Watering ramming up to 5ft in ordinary Soil <u>(G.S.I – 18/P/4)</u>			
105.00		Cft	@ Rs. 3176.25	P% Cft	Rs. 10,275-0
		Cement Concete plain i/c placing Compacting finishing and curing complete i/c cleaning and washing of stone aggregate without shuttering Ratio 1:4:8 <u>(G.S.I – 5/P/17)</u>			
74.00		Cft	@ Rs. 11288.75	P% Cft	Rs. 84,440-0
		Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to the design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1/2" thick to expose surface faces finished smooth curing complete as per drawing <u>(P.H.S.I – 1 No. DP/44)</u>			
140.00		Rft.	@ Rs. 94.00	P. Rft	Rs. 47,000-0
45.00		Rft.	@ Rs. 174.00	P. Rft	Rs. 78,300-0
		Bracca Brick Work in foundation and plinth in cement sand mortar (1:6) <u>(G.S.I – 4/P/24)</u>			
16.50		Cft	@ Rs. 11948.36	P% Cft	Rs. 2, 10,590-0
		Cement Plaster (1:4) up to 20' height ½" thick <u>(G.S.I – 11/P/57)</u>			
325.00		Cft	@ Rs. 2283.93	P% Cft	Rs. 70,231-0
		Cast C.C Work i/c all labour and material except the cost f steel reinforcement and its bending and biding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface i/c cleaning and washing of shingle (a) R.C work in roof slab members laid in situ or precast in situ in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/2" to ¾" gauge. <u>(G.S.I – 1-6/P/17)</u>			
120.00		Cft	@ Rs. 337.00	P. Cft	Rs. 40,440-0
		Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars <u>(G.S.I – 7 (ii)(a)P/19)</u>			
3.20		Cwt	@ Rs. 5001.70	P. Cwt	Rs. 16,906-0

01. Cement concrete plain i/c Placing compacting finishing and curing complete i/c leveling and washing of stone aggregate without shuttering Ratio 1:2:4 (G.S.I-5 P/17)

275.11 Cft @ Rs. 14429.25 P% Cft Rs. 19,495-0

02. Supplying & Fixing M.S Iron Board Size (3.0x3.50) (Approved Rate)

100 No @ Rs. 4000.00 P. Each Rs. 4,000-0

G. Total: - Rs. 5, 81,677-0

CC BLOCK

01. Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I – 3/P/1)

2265.00 Cft @ Rs. 2117.50 P%0Cft Rs. 21,736-0

02. Earth Work compaction (soft, ordinary or hard soil) laying earth in 6" thick layers leveling and dressing etc completed (G.S.I – 3/P/4)

1350.00 Cft @ Rs. 354.00 P%0Cft Rs. 4,779-0

03. Extra lead for every 50' ft additional lead or part thereof.

1785.00 Cft @ Rs. 5039.00 P%0Cft Rs. 51,725-0

04. Cement concrete ricks or stone ballest ½" to 2" gauge Ratio 1:4:8 (G.S.I – 4/P/17)

1733.00 Cft @ Rs. 9416.25 P% Cft Rs. 1, 79,664-0

05. C.C Plain Ratio 1:4:8

2150.00 Cft @ Rs. 14429.25 P% Cft Rs. 3, 24,658-0

06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd class)(b)for partial wood (vertical)

725.00 Cft @ Rs. 3127.41 P% Sft Rs. 7,037-0

Total: - Rs. 6, 89,599-0

GENERAL ABSTRACT

01. CC Drains Rs. 5, 81,677-0

02. CC Blocks Rs. 6, 89,599-0

G. Total: - Rs. 12, 71,276-0

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR _____

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 08 TOWN WARAH**

NIT SR: NO: 08

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted. form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

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ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors
Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|---|--|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of CC Drain, CC Block in Ward No. 08. Of
Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount
/ Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to
10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of
commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of
delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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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 contractor.

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

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ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

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ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, in Ward No. 08 Town Warah

Name of A/C: - Own Source (O.Z.T Share)

Qty:	S. No.	Item of work	Rate	Unit	Amount
<u>PART – I CC DRAINS</u>					
		Excavation in foundation of building bridges and other structures i/c dag belling backfilling refilling around the structures with excavated Earth Watering ramming up to 5ft in ordinary Soil <u>(G.S.I – 18/P/4)</u>			
103.00 Cft		@ Rs. 3176.25	P%0Cft	Rs.	10,275-0
		Preparation of Cement Concrete plain i/c placing Compacting finishing and curing complete i/c cleaning and washing of stone aggregate without shuttering Ratio 1:4:8 <u>(G.S.I – 5/P/17)</u>			
738.00 Cft		@ Rs. 11288.75	P% Cft	Rs.	84,440-0
		Construction of Standard Open Type Drains Concrete block of C.C 1:2:4 cost of situ to the design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1:2:1" thick to expose surface faces finished smooth curing complete as per drawing spec. <u>(P.H.S.I – 1 No. DP/44)</u>			
500.00 Rft.		@ Rs. 94.00	P. Rft	Rs.	47,000-0
430.00 Rft.		@ Rs. 174.00	P. Rft	Rs.	78,300-0
		Paacca Brick Work in foundation and plinth in cement sand mortar (1:6) <u>(G.S.I – 4/P/24)</u>			
132.50 Cft		@ Rs. 11948.36	P% Cft	Rs.	2, 10,590-0
		Preparation of Plaster (1:4) up to 20' height ½" thick <u>(G.S.I – 11/P/57)</u>			
325.00 Cft		@ Rs. 2283.93	P% Cft	Rs.	70,231-0
		R.C.C Work i/c all labour and material except the cost of steel reinforcement and its labour for bending and biding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface i/c cleaning and washing of shingle (a) R.C work in roof slab members laid in situ or precast in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1½" to ¾" gauge. <u>(G.S.I – 1-6/P/17)</u>			
120.00 Cft		@ Rs. 337.00	P. Cft	Rs.	40,440-0
		Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars. <u>(G.S.I – 7 (ii)(a)P/19)</u>			
3.30 Cwt		@ Rs. 5001.70	P. Cwt	Rs.	16,906-0

03. Cement concrete plain i/c Placing compacting finishing and curing complete i/c cleaning and washing of stone aggregate without shuttering Ratio 1:2:4 (G.S.I-5 P/17)

105.11 Cft @ Rs. 14429.25 P% Cft Rs. 19,495-0

04. Supplying & Fixing M.S Iron Board Size (3.0x3.50) (Approved Rate)

As. No @ Rs. 4000.00 P. Each Rs. 4,000-0

G. Total: - Rs. 5, 81,677-0

CC BLOCK

01. Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I – 3/P/1)

10265.00 Cft @ Rs. 2117.50 P%0Cft Rs. 21,736-0

02. Earth Work compaction (soft, ordinary of hard soil) laying earth in 6" thick layers leveling and dressing etc completed (G.S.I – 3/P/4)

10300.00 Cft @ Rs. 354.00 P%0Cft Rs. 4,779-0

03. Extra lead for every 50' ft additional lead or part thereof.

10265.00 Cft @ Rs. 5039.00 P%0Cft Rs. 51,725-0

04. Cement concrete ricks or stone ballest ½" to 2" gauge Ratio 1:4:8 (G.S.I – 4/P/17)

1070.00 Cft @ Rs. 9416.25 P% Cft Rs. 1, 79,664-0

05. R.C Plain Ratio 1:4:8

10300.00 Cft @ Rs. 14429.25 P% Cft Rs. 3, 24,658-0

06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd class)(b)for partial wood (vertical)

1025.00 Cft @ Rs. 3127.41 P% Sft Rs. 7,037-0

Total: - Rs. 6, 89,599-0

GENERAL ABSTRACT

01. CC Drains Rs. 5, 81,677-0

02. CC Blocks Rs. 6, 89,599-0

G. Total: - Rs. 12, 71,276-0

CONDITIONS

01. No cartage of any material will be paid separately.

02. No premium will be allowed on Non schedule items.

03. Work shall be carried out as per TMA Specifications.

04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.

05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 09 TOWN WARAH**

NIT SR: NO: 09

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

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6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

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BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|---|--|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of CC Drain, CC Block in Ward No. 09. Of
Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount
/ Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to
10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of
commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of
delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

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ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

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Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

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ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

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TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, in Ward No. 09 Town Warah

Name of A/C: - Own Source (O.Z.T Share)

Qty:	S. No.	Item of work	Rate	Unit	Amount
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PART – I CC DRAINS

01. Excavation in foundation of building bridges and other structures i/c dag belling dressing refilling around the structures with excavated Earth Watering ramming up to 5ft in ordinary Soil (G.S.I – 18/P/4)

1255.00 Cft @ Rs. 3176.25 P%0Cft Rs. 10,275-0

02. Cement Concrete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 (G.S.I – 5/P/17)

148.00 Cft @ Rs. 11288.75 P% Cft Rs. 84,440-0

03. Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to the design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1/2" thick to expose surface faces finished smooth curing complete as per drawing design. (P.H.S.I – 1 No. DP/44)

100.00 Rft. @ Rs. 94.00 P. Rft Rs. 47,000-0

430.00 Rft. @ Rs. 174.00 P. Rft Rs. 78,300-0

04. Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) (G.S.I – 4/P/24)

1637.50 Cft @ Rs. 11948.36 P% Cft Rs. 2, 10,590-0

05. Cement Plaster (1:4) up to 20' height 1/2" thick (G.S.I – 11/P/57)

1215.00 Cft @ Rs. 2283.93 P% Cft Rs. 70,231-0

06. R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast laid in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/2" to 3/4" gauge. (G.S.I – 1-6/P/17)

120.00 Cft @ Rs. 337.00 P. Cft Rs. 40,440-0

07. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars (G.S.I – 7 (ii)(a)P/19)

3.38 Cwt @ Rs. 5001.70 P. Cwt Rs. 16,906-0

05. Cement concrete plain i/c Placing compacting finishing and curing complete i/c cleaning and washing of stone aggregate without shuttering Ratio 1:2:4 (G.S.I-5 P/17)

10211 Cft @ Rs. 14429.25 P% Cft Rs. 19,495-0

06. Supplying & Fixing M.S Iron Board Size (3.0x3.50)(Approved Rate)

01. No @ Rs. 4000.00 P. Each Rs. 4,000-0

G. Total: - Rs. 5, 81,677-0

CC BLOCK

01. Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I – 3/P/1)

10265.00 Cft @ Rs. 2117.50 P%0Cft Rs. 21,736-0

02. Earth Work compaction (soft, ordinary of hard soil) laying earth n 6" thick layers leveling and dressing etc completed (G.S.I – 3/P/4)

1400.00 Cft @ Rs. 354.00 P%0Cft Rs. 4,779-0

03. Extra lead for every 50' ft additional lead or part thereof.

10265.00 Cft @ Rs. 5039.00 P%0Cft Rs. 51,725-0

04. Cement concrete ricks or stone ballest ½" to 2" gauge Ratio 1:4:8 (G.S.I – 4/P/17)

1790.00 Cft @ Rs. 9416.25 P% Cft Rs. 1, 79,664-0

05. C.C Plain Ratio 1:4:8

1250.00 Cft @ Rs. 14429.25 P% Cft Rs. 3, 24,658-0

06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd class)(b)for partal wood (vertical)

1225.00 Cft @ Rs. 3127.41 P% Sft Rs. 7,037-0

Total: - Rs. 6, 89,599-0

GENERAL ABSTRACT

01. CC Drains Rs. 5, 81,677-0

02. CC Blocks Rs. 6, 89,599-0

G. Total: - Rs. 12, 71,276-0

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
WARD NO. 10 TOWN WARAH**

NIT SR: NO: 10

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|--|--|
| A | Name of Procuring Agency | Town Committee Warah. |
| | Brief Description of Work | Construction of CC Drain, CC Block in Ward No. 10. Of Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to 10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

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ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

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TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-In-Charge certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

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TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, in Ward No. 10 Town Warah

Kind of A/C: - **Own Source (O.Z.T Share)**

Qty	S. No.	Item of work	Rate	Unit	Amount
<u>Part - I CC DRAINS</u>					
1. Excavation in foundation of building bridges and other structures i/c dag belling crossing refilling around the structures with excavated Earth Watering ramming up to 5ft (1) in ordinary Soil <u>(G.S.I – 18/P/4)</u>					
2735.00 Cft			@ Rs. 3176.25	P%0Cft	Rs. 10,275-0
2. Cement Concrete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 <u>(G.S.I – 5/P/17)</u>					
278.00 Cft			@ Rs. 11288.75	P% Cft	Rs. 84,440-0
3. Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to the design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1/2" thick to expose surface faces finished smooth curing complete as per drawing <u>(P.H.S.I – 1 No. DP/44)</u>					
470.00 Rft.			@ Rs. 94.00	P. Rft	Rs. 47,000-0
410.00 Rft.			@ Rs. 174.00	P. Rft	Rs. 78,300-0
4. Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) <u>(G.S.I – 4/P/24)</u>					
1762.50 Cft			@ Rs. 11948.36	P% Cft	Rs. 2, 10,590-0
5. Cement Plaster (1:4) up to 20' height 1/2" thick <u>(G.S.I – 11/P/57)</u>					
3275.00 Cft			@ Rs. 2283.93	P% Cft	Rs. 70,231-0
6. R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast form in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/2" to 3/4" gauge. <u>(G.S.I – 1-6/P/17)</u>					
110.00 Cft			@ Rs. 337.00	P. Cft	Rs. 40,440-0
7. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars <u>(G.S.I – 7 (ii)(a)P/19)</u>					
3.58 Cwt			@ Rs. 5001.70	P. Cwt	Rs. 16,906-0

03. Cement concrete plain i/c Placing compacting finishing and curing complete i/c cleaning and washing of stone aggregate without shuttering Ratio 1:2:4 (G.S.I-5 P/17)

133.11 Cft	@ Rs. 14429.25	P% Cft	Rs. 19,495-0
04. Applying & Fixing M.S Iron Board Size (3.0x3.50) <u>(Approved Rate)</u>			
1 No	@ Rs. 4000.00	P. Each	Rs. 4,000-0
		G. Total: -	Rs. 5, 81,677-0

CC BLOCK

01. Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I – 3/P/1)

20265.00 Cft	@ Rs. 2117.50	P%0Cft	Rs. 21,736-0
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02. Earth Work compaction (soft, ordinary or hard soil) laying earth in 6" thick layers leveling and dressing etc completed (G.S.I – 3/P/4)

13500.00 Cft	@ Rs. 354.00	P%0Cft	Rs. 4,779-0
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03. Extra lead for every 50' ft additional lead or part thereof.

20265.00 Cft	@ Rs. 5039.00	P%0Cft	Rs. 51,725-0
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04. Cement concrete ricks or stone ballest ½" to 2" gauge Ratio 1:4:8 (G.S.I – 4/P/17)

2070.00 Cft	@ Rs. 9416.25	P% Cft	Rs. 1, 79,664-0
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05. Plain C.C Ratio 1:4:8

2050.00 Cft	@ Rs. 14429.25	P% Cft	Rs. 3, 24,658-0
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06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd class) for partial wood (vertical)

2050.00 Cft	@ Rs. 3127.41	P% Sft	Rs. 7,037-0
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Total: - Rs. 6, 89,599-0

GENERAL ABSTRACT

01. CC Drains Rs. 5, 81,677-0

02. CC Blocks Rs. 6, 89,599-0

G. Total: - Rs. 12, 71,276-0

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF CC DRAINS, CC BLOCK IN
BY PASS ROAD FROM PUNNA MINOR UPTO
TUNIO ROAD, VIA CIVIL HOSPITAL, VIA GIRLS
SCHOOL TOWN WARAH**

NIT SR: NO: 11

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|---|--|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of CC Drain, CC Block in By pass Road From
Puna Miner Tunio Road, via Civil Hospital, via Girls School
Of Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 4.500 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount
/ Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to
10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of
commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of
delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or according sanction to estimates. In such case, either date of commencement will be changed or date 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued with makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer, in this matter shall be final; where time has been extended under this or any other clause of this aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause-6 Specification. 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work defined by the Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs drawings, and instructions as aforesaid.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

(b) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-In-Charge certificate of the measurement and of the final 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.

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

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

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ENGINEER
TOWN COMMITTEE WARAH

in case the nature of the work in the variation does not correspond with items in the Bill of Materials. 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 the detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

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

(g) 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.

(h) 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 the 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.

Uncorrected Defects:

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.

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

Clause-12 Examination of work before covering up.

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 being 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.

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, where 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.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

Clause-17 Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, and 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 aforesaid except for any sum actually realized by the sale thereof.

Clause-18 Financial Assistance / Advance Payment

18.1 Mobilization Advance is not allowed.

18.2 Secured Advance against material brought at site.

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.

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

Description and Rate of Items based on Composite Schedule of Rates

Sl. No.	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		Attached Separately			

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of C. C. drains & C.C blocks, in by pass upto Tunia Road, Via Civil Hospital, via Girls School Town Warah

Mode of A/C: - **Own Source (O.Z.T Share)**

Qty:	S. No.	Item of work	Rate	Unit	Amount
<u>PART – I CC DRAINS</u>					
1. Excavation in foundation of building bridges and other structures i/c dag belling dressing refilling around the structures with excavated Earth Watering ramming up to 5ft depth in ordinary Soil <u>(G.S.I – 18/P/4)</u>					
1000.00 Cft		@ Rs. 3176.25	P%0Cft	Rs.	21,980-0
2. Cement Concete plain i/c placing Compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:4:8 <u>(G.S.I – 5/P/17)</u>					
145.00 Cft		@ Rs. 11288.75	P% Cft	Rs.	1, 80,056-0
3. Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to the design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 1/321" thick to expose surface faces finished smooth curing complete as per drawing design. <u>(P.H.S.I – 1 No. DP/44)</u>					
1000.00 Rft.		@ Rs. 94.00	P. Rft	Rs.	94,000-0
1000.00 Rft.		@ Rs. 174.00	P. Rft	Rs.	1, 74,000-0
4. Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) <u>(G.S.I – 4/P/24)</u>					
2750.50 Cft		@ Rs. 11948.36	P% Cft	Rs.	4, 48,064-0
5. Cement Plaster (1:4) up to 20' height ½" thick <u>(G.S.I – 11/P/57)</u>					
3500.00 Cft		@ Rs. 2283.93	P% Cft	Rs.	1, 48,455-0
6. R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. 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 (a) R.C work in roof slab members laid in situ or precast laid in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to ¼" gauge. <u>(G.S.I – 1-6/P/17)</u>					
1000.00 Cft		@ Rs. 337.00	P. Cft	Rs.	70,770-0
7. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire alo includes removal of rust from bars <u>(G.S.I – 7 (ii)(a)P/19)</u>					
3.38 Cwt		@ Rs. 5001.70	P. Cwt	Rs.	16,906-0

01. Cement concrete plain i/c Placing compacting finishing and curing complete i/c
 cleaning and washing of stone aggregate without shuttering Ratio 1:2:4
(G.S.I-5 P/17)

275.76 Cft	@ Rs. 14429.25	P% Cft	Rs. 34,019-0
02. Supplying & Fixing M.S Iron Board Size (3.0x3.50) <u>(Approved Rate)</u>			
400 No	@ Rs. 4000.00	P. Each	Rs. 4,000-0
G. Total: -			Rs. 11, 92,249-0

02. BLOCK

01. Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I-3/P/1)

5330.00 Cft	@ Rs. 2117.50	P%0Cft	Rs. 53,636-0
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02. Earth Work compaction (soft, ordinary or hard soil) laying earth in 6" thick layers
 treading and dressing etc completed (G.S.I-3/P/4)

350.00 Cft	@ Rs. 354.00	P%0Cft	Rs. 11,417-0
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03. Extra lead for every 50' ft additional lead or part thereof.

330.00 Cft	@ Rs. 5039.00	P%0Cft	Rs. 1, 27,638-0
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04. Cement concrete ricks or stone ballest ½" to 2" gauge Ratio 1:4:8 (G.S.I-4/P/17)

7095.00 Cft	@ Rs. 9416.25	P% Cft	Rs. 6, 68,085-0
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05. C.C Plain Ratio 1:4:8

575.00 Cft	@ Rs. 14429.25	P% Cft	Rs. 7, 75,572-0
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06. Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd
 class) for partial wood (vertical)

52.50 Cft	@ Rs. 3127.41	P% Sft	Rs. 16,810-0
Total: -			Rs. 16, 53,158-0

GENERAL ABSTRACT

01.	CC Drains	Rs. 11, 92,249-0
02.	CC Blocks	Rs. 16, 53,158-0
G. Total: -		<u>Rs. 28, 45,407-0</u>

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from
 the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the
 respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**CONSTRUCTION OF COMPOUND WALL
(HINDU MASSAN) TOWN WARAH**

**NIT SR: NO: 12
Standard Bidding Document**

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

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TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|--|---|
| A | Name of Procuring Agency
Brief Description of Work | Town Committee Warah.
Construction of Compound Wall (Hindu Massan) Of Town Warah . |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 1.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to 10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- 1) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- 2) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- 3) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- 4) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

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ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

Description and Rate of Items based on Composite Schedule of Rates

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Construction of Compound Wall (Hindu Massan)

Name of A/C: - **Own Source (O.Z.T Share)**

Qty:	S. No.	Item of work	Rate	Unit	Amount
128.00 Cft		Excavation in foundation of building bridges and other structures i/c dag belling allowing refilling around the structures with excavated Earth Watering ramming up to 5ft in ordinary Soil <u>(G.S.I – 18/P/4)</u>	@ Rs. 3176.25	P%0Cft	Rs. 5,489-0
32.00 Cft		Cement concrete bricks or stone ballest ½" to 2" gauge Ratio 1:4:8 <u>(G.S.I – 4/P/17)</u>	@ Rs. 9416.28	P% Cft	Rs. 40,678-0
150.00 Sft		Cement Concrete plain i/c placing Compacting finishing and curing complete i/c washing and washing of stone aggregate without shuttering Ratio 1:3:6 <u>(G.S.I – 5/P/18)</u>	@ Rs. 12595.00	P% Sft	Rs. 2, 84,143-0
103.00 Sft		Erection and removal of centering for RCC or Plain C.C Work or deodars wood 4 th class (vertical) <u>(G.S.I No. 18, P-19)</u>	@ Rs. 3127.41	P% Sft	Rs. 1, 41,109-0
125 Cft		R.C.C Work i/c all labour and material except the cost f steel reinforcement and its labour for bending and biding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface i/c washing and washing of shingle (a) R.C work in roof slab members laid in situ or precast and in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to ¼" gauge. <u>(G.S.I – 6/P/16)</u>	@ Rs. 337.00	P% Cft	Rs. 23,674-0
282 Cwt		Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire (also includes removal of rust from bars) <u>(G.S.I – 8, P/16)</u>	@ Rs. 5001.70	P. Cwt	Rs. 14,118-0
79.50 Cft		Pacca Brick Work in other then building i/c striking of joints upto 20 ft height in cement, sand, mortar (1:6) <u>(G.S.I – 7/P/21)</u>	@ Rs. 12346.65	P% Cft	Rs. 15,989-0
111.00 Cft		Cement Plaster (1:6) up to 20' height ½" thick <u>(G.S.I – 11/P/58)</u>	@ Rs. 2206.60	P% Sft	Rs. 35,548-0

01. Cement Pointing struck joint on walls (1:3) (G.S.I – 11/P/57)

120.00 Sft @ Rs. 1213.58 P% Sft Rs. 27,378-0

02. Making and fixing steel grated door with 1/16" thick sheeting angle iron frame 1 1/2"x3/8" and 3/4" sq: bars 4" center to center with locking arrangement (GSI No. 11, P-97)

100.00 Sft @ Rs. 726.72 P% Sft Rs. 43,603-0

PAINTING NEW SURFACE

01. Preparing Surface and painting of door and window any type i/c Edges 3 coats (GSI No. 05, P-6)

120.00 Sft @ Rs. 2116.41 P% Sft Rs. 2,540-0

02. White washing of two coats (GSI No. 26, P-55)

115.00 Sft @ Rs. 829.95 P% Sft Rs. 37,472-0

03. Color washing of two coats (GSI No. 24, P-60)

107.00 Sft @ Rs. 859.90 P% Sft Rs. 33,252-0

Total: - Rs. 7, 40,396/=

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

Providing & Installing of Solar System in Gartal

NIT SR: NO: 13

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

5. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

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TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|--|--|
| A | Name of Procuring Agency | Town Committee Warah. |
| | Brief Description of Work | Providing & Installing of Solar System in Gartal. |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to 10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

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TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

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

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

Clause-3 Termination of the Contract.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

(CONTRACTOR)

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TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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TOWN COMMITTEE WARAH

6) 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.

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

8) 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.

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

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TOWN COMMITTEE WARAH

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

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

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

Clause-18 Financial Assistance / Advance Payment

A. Mobilization Advance is not allowed.

B. Secured Advance against material brought at site.

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.

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

Description and Rate of Items based on Composite Schedule of Rates

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Item of work: Providing & Installing of Solar System in Gartal

Kind of A/C: - **Own Source (O.Z.T Share)**

Qty:	S. No.	Item of work	Rate	Unit	Amount
		Supply and Installing of approved. 1) 100watt PV module with fixture/frame for 100 watts each etc. 2) 50 AH lithium Battery of equivalent VRLA Deep Cycle Gel battery complete. 3) 1000LM/70W LED (Bridgelex are equivalent) Surface monted device 7500 lumens etc. 4) 20 A Solar Charge Controller with automatic on/off and dimable option etc compete, 5) Hot dip galvanized conical/octagonal pole Single Head 8 meter height, pole dia varies from 5 inch at base upto 2.75 inch at top with 3 mm wall thickness including bracket, single 6) base plate/foundation etc complete, (6) Nuts/Bolts/Hardware/Cable & other 7) accessories etc complete.			
01		01 Nos	@ Rs. 2, 00,000/=	P. Each	Rs.20, 00,000/=

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR _____

NAME OF WORK

**REHABILITATION DISPOSAL OF MUHALLA
AHMADI TUNIO TOWN WARAH**

NIT SR: NO: ~~02~~ 14
Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

The 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.

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3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

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6. The works shall be measured by standard instructions according to the rules.
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9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
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 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|--|--|
| A | Name of Procuring Agency | Town Committee Warah. |
| | Brief Description of Work | Rehabilitation of Disposal of Muhalla Ahmadi Tunio |
| B | Procuring Agency Address | Town Warah, Taluka Warah |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to 10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

The contractor shall proceed with the works with due expedition and without delay and complete the work in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be 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.

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

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

- i) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- ii) To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

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

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

Clause-6 Specification. 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 contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work signed by the Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs drawings, and instructions as aforesaid.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

Clause-7 Payments

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

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

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

b) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-In-Charge certificate of the measurement and of the total amount payable for the works shall be final and binding on all parties.

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

C) Uncorrected Defects:

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

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

(CONTRACTOR)

ENGINEER
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Clause-11

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

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

Clause-12 Examination of work before covering up.

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

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

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

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

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

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

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

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BILL OF QUANTITIES

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

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

Amount Total (A)

..... % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

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ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Rehabilitation of Disposal of Ahmadi Tunio Muhalla Town Warah.

Name of A/C: - Own Source (O.Z.T Share)

Sl. No.	Item of work	Rate	Unit	Amount
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Diesel Engine Set 16 BHP

Supplying & Installing in position i/c transportation to site of work Diesel Engine Pumping set consisting of Diesel Oil Engine **16 BHP** (Golden made) model GD-1100B 2200 RPM coupled with Golden Non Clogging Horizontal semi Ipen Impeller Pump Type GSWG-200 size 4"x3" capable of discharging 100 glns: per minute against a head of 47 ft i/c frame, pulley for Engine & Pump with Belt i/c installing of pumping set cement concrete foundation (1:2:4) & Ratio 1:4:8 with stone ballast with M.S nuts bolts of ½" to be embedded in C.C foundation and testing for the puping set against the required head of 48 hours etc (R.A Attached)

01 Set. @ Rs. 2,05,000/= P. Set Rs. 2,05,000/=

"RATE ANANLYSIS"

Supplying installing Diesel Engine 16 BHP

Supplying & Installing in position i/c transportation to site of work Diesel Engine Pumping set consisting of Diesel Oil Engine **16 BHP** (Golden made) model GD-1100B 2200 RPM i/c all accessories coupled with NICE Golden Non clogging sullage pump Type (GSWG-200) size 4"x3" mounted on common steel frame or base plate capable of discharging 200 glns: per minute against a head of 45 ft pulley & Belt i/c installing of pumping set on cement concrete foundation (1:2:4) & Ratio 1:4:8 with stone ballast with M.S nuts bolts of ½" to be embedded in C.C foundation and testing for the pumping set against the required head of 72 hours etc

01 No. @ Rs. 76,600/= P. each Rs. 76,600/=

02 Providing fixing Diesel Oil Engine 16 BHP (Golden made) GD-1100 B (Fixed handle motor) 2200 RPM

01 No. @ Rs. 73,400/= P. each Rs. 73,400/=

03 Making foundation of cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering (1:2:4) (GSI No. 5, P-15)

06.00 Cft @ Rs. 14,429/25 P. Cft Rs. 713/=

04 Cement concrete brick or stone ballast ½"x2" gauge (Ratio 1:4:8) (GSI No. 4, P-14)

06.00 Cft @ Rs. 9,416/28 P. Cft Rs. 565/=

25. Providing and embedding M.S foundation nuts and bolts of 5/8" dia (4 Nos:) 2 long high threaded **(SMI No. 6, P-27)**

437 lbs @ Rs. 112/61 P. Cft Rs. 937/=

26. Labour charges for lowering the pumping set side house in correct alignment and fixing **(SMI No. 6, P-27)**

1 Day @ Rs. 700/- P. Day Rs. 700/=

27. TESTING CHARGES FOR 72 HOURS.

27.1 Pump Operator/Electrician 1 No. for 1 day @ Rs. 450/- P. Day.

04 Days @ Rs. 450/- P. Day Rs. 1,800/=

27.2 Helper 1 No. for 1 day @ Rs. 250/- P. Day.

04 Days @ Rs. 250/- P. Day Rs. 1,000/=

27.3 Mobile Oil. Grease & cotton waste etc (L.S). Rs. 500/=

Cost of Diesel Oil for Engine 1.00x16.00x48.00x0.22= 172.80 Liters

172.80 Liters @ Rs. 105/- P. Liter Rs. 18,144/=

27.4 Pulley for Diesel Oil Engine Size 6" 2B

01 No. @ Rs. 950/- P. each Rs. 950/=

27.5 Pulley for Diesel Oil Engine Size 3" 2B

01 No. @ Rs. 1,600/- P. each Rs. 1,600/=

27.6 Belt Size B70x2= 72.00 Inches

01 no. @ Rs. 4/25 P. Inch Rs. 306/=

27.7 Frame Size 3"x52"x4"

01 no. @ Rs. 19,600/- P. Inch Rs. 19,600/=

28. CARTAGE OF MATERIAL.

28.1 Cartage of light machinery weighting upto 3 tones from Karachi to site of work lead 297 Miles 19.54 P/Mile

01 Set @ Rs. 6,149/31 P. Each Rs. 6,149/=

Total: - Rs. 2, 04,650/=

Say: - Rs. 2, 05,000/=

Sub Work No. 02: - Inter Connection of Pumping Machinery

01. Providing laying and fixing trenches i/c fitting jointing and testing etc: compete in all respect the high Density polyethylene P.E pipes (HDPE – 100) for W/S Confirming ISO 4427 (DIN 8075 B.S 3580 & PSI 3051) **(PHSI-F, P-25)PN-10**

57.00 Rft. @ Rs. 530/= P. Rft. Rs. 19,610/=

02. C.I Sluice valve heavy pattern test pressure 21 kg/sq. cm or 300 lbs/sq inch **(PHSMI No. 1,P-11)**

1 No. @ Rs. 9,360/= P. each Rs. 9,360/=

03. Supplying Reflex Valve heavy pattern test pressure 21 kg/sq. cm 300 lbs:/sq: inch **(PHSMI No. C, P-11)**

2 Nos. @ Rs. 4,062/50 P. each Rs. 8,125/=

04. Supplying C.I Foot Valve heavy pattern with cone type gate imported **(PHSMI No. 1, P-11)**

05. Ea

1 No. @ Rs. 1,381/25 P. each Rs. 1,381/=

05. Supplying High Decsity P.E Tee (Equal) outer dia **(PHSMI No. D, P- 19) (PN-10)**

4 Nos. @ Rs. 5,219/- P. each Rs. 20,876/=

06. Manufacturing & Installing M.S Flanges made out of M.S Sheet 3/8" thick i/c cutting drilling holes etc complete **(Based on Schedule items)**

10 Nos. @ Rs. 500/- P. each Rs. 5,000/=

07. C.I tapered flat bottomed or cetral tapered flanged end with holes i/c turning facing finished all sizes. **(PHSMI No. 7, P-11)**

3.53 Cwt @ Rs. 6,096/- P. Cwt Rs. 3,231/=

08. Jointing C.I M.S flanged pipe and specials flanged end inside trenches i/c supply rubber packing of required thickness ruts belts with washers and other tools required for jointing and testing the joints to the specified pressure etc complete **(PHSMI No. 1, P-33)**

12 Joints @ Rs. 938/- P. Joint Rs. 11,256/=

09. Butt Fusion Joint **(PHSMI-H. P-20)**

10 Joints @ Rs. 1,000/- P. Joint Rs. 10,000/=

10. Supplying Flange Adopter **(Non Schedule Item)**

10 Joints @ Rs. 2,025/- P. Joint Rs. 20,250/=

11. Supplying C.I Gibault Joints **(PHSMI No. 14, P-17)**

1 No. @ Rs. 1,062/50 P. Joint Rs. 1,063/=

Total: - Rs. 1, 10,152/=

Work No. 03: - P.E Pipe Rising Main

1. Excavation for pipe line in trenches i/c pits in soft soil i/c trimming and dressing sides to the alignment and shape leveling of beds of trenches to correct level and grade cutting, setting holes & disposal of surplus earth within one chain or as directed by Engineer in charge i/c providing fence guards light flanges and temporary crossing for non vehicular traffic where ever required lift upto 5' and lead upto one chain. **(PHSI No. 2, P-46)**

100.00 Cft. @ Rs. 3,600/= P% 0Cft. Rs. 42,840/=

2. Providing laying and fixing trenches i/c fitting, jointing and testing etc: complete in all respects the high Density polyethylene P.E pipe (HDPE-1000) for W/S conforming ISO 9007/DIN 8074/8075 B.S 3580 & PSI 3051 **(PHSMI No. 1,P-10)**

100.00 Rft @ Rs. 440/= P. Rft Rs. 7, 48,000/=

3. Supplying Blank Flanges **(PHSMI No. 12, P-17)**

8 Nos. @ Rs. 2,750/- P. each Rs. 22,000/=

4. **High Density Polyethylene Fittings (PE 100)(PN-10)**

5. Supplying Elbow 90 (outer dia) **(PHSMI No. A, P-18)**

6" dia

4 Nos. @ Rs. 4,349/- P. each Rs. 17,396/=

6. Supplying Butt Fusion Joints **(PHSMI No., P- 20) (PN-10)**

7" dia

10 Nos. @ Rs. 1,000/- P. each Rs. 10,000/=

7. Supplying Flange Adopter **(Approved Rate)**

8" dia

4 Nos. @ Rs. 2, 025/- P. each Rs. 8,100/=

8. Supplying Flange **(PHSMI No: 12, P-17)**

8" dia

4 Nos. @ Rs. 500/- P. each Rs. 2,000/=

9. Jointing C.I M.S flanged pipe and specials flanged end inside trenches i/c supply rubber backing of required thickness ruts belts with washers and other tools required for jointing and testing the joints to the specified pressure etc complete **(PHSMI No. 1, P-33)**

10" dia

4 Joints @ Rs. 938/- P. Joint Rs. 3,752/=

10. Refilling the excavated stuff in trenches in 6" thick for leveling dressing i/c watering compacting to full compaction etc complete **(PHSMI-No. 24. P-53)**

11. Excavated stuff to be refilled

100/10. Cft @ Rs. 2,760/- P%0 Cft Rs. 29,560/=

12. Cartage of UPVC /P.E pressure pipe of any class with collars by mechanical transport i/c loading un-loading and stacking at site **(PHSI No. 4, P-6)**

1700. Rft	6" dia	@ Rs. 1,080/12	P% Rft	Rs. <u>18,362/=</u>
			Total: -	Rs. 9,02,010/=

Job Work No. 04: - Pump House

(A) Excavation for foundation of building bridges & other structure i/c de belling dressing, cleaning around the structure with excavated earth watering ramming lead upto one chain and lift upto 5' in ordinary soil **(CSI No. 18, P-6)**

331.00 Cft.	@ Rs. 3,176/25	P% 0Cft.	Rs. 448/=
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(B) R.C.C Brick or stone ballast 1 ½" 2" gauge Ratio: 1:4:8 **(CSI No. 4,P-16)**

83.95 Cft.	@ Rs. 9,416/28	P% Cft.	Rs. 7,905/=
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(C) Pacca brick Work in Foundation and plinth in cement san mortar in 1:6 **(CSI No. 4(e), P-25)**

269.56 Cft.	@ Rs. 11,948/36	P% Cft.	Rs. 32,208/=
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(D) Pacca brick Work in ground floor in cement sand mortar Ratio 1:4 **(CSI No. 5, P-20)**

413.07 Cft.	@ Rs. 12,674/36	P% Cft.	Rs. 47,284/=
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(E) Making and fixing steel grated door and window with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and ¾" sq: bars 4" center to center with locking arrangement **(CSI No. 23, P-97)**

124.00 Sft.	@ Rs. 726/72	P% Sft.	Rs. 20,348/=
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(F) Fabrication of heavy steel work with angels tees. Flat iron heavy iron sheet for making gresses graders tank etc i/c cutting tank, drilling reverting, handling and assembling with fitting but excluding Errection in position **(GSI No. 28, P- 91)**

4.03 Cwt.	@ Rs. 4,928/49	P. Cwt.	Rs. 10,005/=
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(G) Supplying & Fixing in position iron / steet grill of ¾" x1/4" size flat iron of approved design i/c painting 3 coats etc complete (weight not to be less than 3.7 lbs:/sq: feet on finished grill) **(GSI No. 26, P-92)**

11.00 Sft.	@ Rs. 180/50	P% Sft.	Rs. 4,332/=
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(H) Reinforcement cement concrete work i/c all labour and material accept the cost of steel reinforcement and its Labour for bending and binding which will paid separately. This work also i/c all kinds of forms moulds, lifting shuttering curing rendering and finishing and finished surface i/c screening and washing of shingle R.C.C work in roof, slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position etc complete **Ratio: 1:2:4 (GSI No: 6(a), P-19)**

103.85 Cft.	@ Rs. 337/-	P% Cft.	Rs. 34,998/=
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(I) Damp proof course with cement and shingle concrete 1:2:4 i/c of asphaltic 3" thick **(GSI No. 28, P-18)**

53.04 Sft.	@ Rs. 4,982/18	P% Sft.	Rs. 2,645/=
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10. Fabrication of M.S reinforcement for C.C i/c cutting, bending laying position making & forming i/c cost of binding wire also i/c des removal of rust from bars. **(CSI No. 7, P- 18)**

1007 Cwt. @ Rs. 5,001/70 P. Cwt. Rs. 20,857/=

11. Cement Plaster 1:6 1/2" thick upto 12' height **(CSI-No. 11. P-58)**

1013.92 Sft. @ Rs. 2,206/60 P% Sft. Rs. 13,547/=

12. Cement Plaster pointing struck joints on walls 1:3 **(CSI-No. 19. P-28)**

1014.49 Sft. @ Rs. 1,213/58 P% Sft. Rs. 6,244/=

13. Cement Plaster 1:4, 3/8" thick upto 12' height **(CSI-No. 11. P-53)**

1013.92 Sft. @ Rs. 2,197/52 P% Sft. Rs. 13,491/=

14. Providing and lying 1" thick C.C topping (1:2:4 ratio) i/c surface finishing and dividing in 6" panels 3" thick **(CSI No.vol: III P-II item No. 6(c), P-42)**

1014.00 Sft. @ Rs. 4,411/82 P% Sft. Rs. 5,294/=

15. Primary coat of chalk ditemper **(CSI No. 28, P-60)**

1013.92 Sft. @ Rs. 442/75 P% 0Sft. Rs. 3,249/=

16. Distemping two coast. **(CSI No. 24, P-60)**

10148.41 Sft. @ Rs. 1,043/90 P% 0Sft. Rs. 13,032/=

17. Preparing surface & painting doors & windows of any type i/c edges **(GSI No. 5(c), P-69) 2 coats)**

1010.00 Sft. @ Rs. 1,489/68 P% Sft. Rs. 1,192/=

18. Filling watering new earth **(CSI No. 29, P-25)**

1007.00 Cft. @ Rs. 3,630/- P% Sft. Rs. 1,423/=

Total: - Rs. 2, 38,502/=

Sub Work No. 05: - Repair of Civil Structure of Existing Disposal Work

19. C.C Brick or Stone ballast 1 1/2" gauge Ratio 1:4:8 **(CSI No. 4, P-16)**

1011.00 Cft. @ Rs. 9,416/28 P% 0Cft. Rs. 3,729/=

20. Pacca brick Work other than building i/c striking of joints upto 20' height in cement and mortat 1:6 **(GSI No. 7, P-23)**

1011.00 Cft. @ Rs. 12,346/65 P% Cft. Rs. 48,275/=

21. Providing and laying 1" thick C.C topping (1:2:4 Ratio) i/c surface finishing and dividing in 6" panels 3" thick **(CSI No. vol: III item No. 6, (c) P-42)**

1014.00 Sft. @ Rs. 4,477/82 P% Sft. Rs. 5,294/=

22. Cement Plaster 1:6 1/2" thick upto 12' height **(CSI-No. 11. P-58)**

10102.88 Sft. @ Rs. 2,206/60 P% Sft. Rs. 46,402/=

75. Cement Plaster 1:4 3/8" thick upto 12' height (CSI-No. 11. P-53)				
7202.88 Sft.	@ Rs. 2,197/52	P% Sft.	Rs.	46,211/=
76. Cement Plaster pointing struck joints on walls 1:3 (CSI-No. 19. P-28)				
1700.00 Sft.	@ Rs. 1,213/58	P% Sft.	Rs.	18,204/=
77. Primary coat of chalk ditemper (CSI No. 28, P-60)				
2722.88 Sft.	@ Rs. 442/75	P% OSft.	Rs.	9,842/=
78. Ditempering two coast. (CSI No. 24, P-60)				
2302.88 Sft.	@ Rs. 1,043/90	P% OSft.	Rs.	<u>37,610/=</u>
		Total: -	Rs.	2, 15,567/=

01. Sub Work No. 1 Pumping Machinery	Rs. 2, 05,000-0
02. Sub Work No. 02 Inter Connection of Pumping Machinery	Rs. 1, 10,152-0
03. Sub Work No. 03, P.E Pipe Rising Main	Rs. 9, 02,010-0
04. Sub Work No. 04, Pump House for Disposal Work	Rs. 2, 38,502-0
05. Sub Work No. 05, Repair of Civil Structure of Ex: D/W	Rs. 2, 15,567-0
G. Total: -	<u>Rs. 16, 71,231-0</u>

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR

NAME OF WORK

**IMPROVEMENT OF URBAN WATER SUPPLY
SCHEME WARAH, TOWN WARAH**

NIT SR: NO: 15

Standard Bidding Document

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Terms governing the performance of the contract or payments under the contract, or matters effecting contracts, rights, and obligations of the parties under the Contract are included as conditions of contract in Contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date, Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted, form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time. Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- A Name of Procuring Agency Town Committee Warah.
Brief Description of Work Improvement of Urban Water Supply Scheme Town Warah .
- B Procuring Agency Address Town Warah, Taluka Warah
- C Estimated Cost Rs: 2.000 (million)
- D Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) 02%
- E Period of Bid Validity (days) 60 Days (Not more than Sixty Days)
- F Security Deposit:-
(in % age of bid amount / estimated cost equal to 10%)
- G Percentage, if any, to be deducted from Bills 7.5% Income Tax & 8% Security Deposit
- H Deadline for submission of Bids along with Time 07-03-2016, 2:00 pm
- I Venue, Time and Date of Bid Opening Town Committee Warah 07-03-2016 03.00 P.M
- J Time for completion from written order of commence 06 Months
- K Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%) Nil
- L Call Deposit Receipt No: _____ Dated _____
Amount Rs: _____ of _____
- M D.R No: No: _____ Dated _____
Rs: _____
- N Rate Quoted by Contractor Part A _____
Part B _____

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

The contractor shall proceed with the works with due expedition and without delay and complete the work in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be 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 liable in all in which the time allowed for completion of any work exceeds one month to achieve the excess 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.

The Procuring Agency / Executive Engineer, may terminate the contract if either of the following conditions exist:-

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:-

To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above

To finalize the work by measuring the work done by the contractor

(CONTRACTOR)

ENGINEER
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in the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency the contractor shall have

- (i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- (ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

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

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

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

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Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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In case the nature of the work in the variation does not correspond with items in the Bill of Materials, 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 his own detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.

Contract time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work.

If increase 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 to another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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 shall carry out a test at his own cost irrespective of work already approved or paid.

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:

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.

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

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Clause-11

By inspection of Operations. The Engineer and his subordinates, shall at all responsible times have access to the site for supervision and inspection of works under or in course of execution in pursuance of this contract and the contractor shall afford every facility for and every assistance in obtaining the same for such access.

Procedures for Inspection and Testing. The Engineer shall give the contractor responsible notice of the location 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.

By 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 nearly 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.

When 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 the 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 or 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.

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

Description and Rate of Items based on Composite Schedule of Rates

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

Amount Total (A)

..... % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work: - Improvement of Urban Water Supply Scheme Warah, Town Warah.

Kind of A/C: - **Own Source (O.Z.T Share)**

Qty:	S. No.	Item of work	Rate	Unit	Amount
		10. Providing laying and fixing trenches i/c fitting jointing and testing etc: compete in all respect the high Density polyethylene P.E pipes (HDPE – 100) for W/S Confirming ISO 4437//DIN 8075 B.S 3580 & PSI 3051 <u>(PHSI-F, P-25)PN-10</u>			
		<u>@ Main P.H Water Work Site.</u>			
12.00 Rft.		@ Rs. 1044/-	P. Rft.		Rs. 12,528/=
		<u>@ Tube Well Site</u>			
82.00 Rft.		@ Rs. 685/-	P. Rft.		Rs. 55,485/=
		11. Supplying M.S Flanges <u>(PHSMI No. 12,P-17)</u>			
4 Nos.		@ Rs. 1218/-	P. each		Rs. 4,872/=
6 Nos.		@ Rs. 500/-	P. each		Rs. 3,000/=
		12. C.I Sluice valve heavy pattern test pressure 21 kg/sq. cm or 300 lbs/sq inch <u>(PHSMI No. 1,P-11)</u>			
1 No		@ Rs. 17940/=	P. each		Rs. 17,940/=
2 Nos.		@ Rs. 9360/=	P. each		Rs. 18,720/=
		13. C.I Bend with flanges end with holes i/c turning & facing of flanges (for all sizes) <u>(PHSMI No. 1,P-11)</u>			
2.67 Cwt		@ Rs. 6096/-	P. each		Rs. 16,825/=
		14. Supplying Reflex Valve heavy pattern test pressure 21 kg/sq. cm 300 lbs:/sq: inch <u>(PHSMI No. C, P-11)</u>			
2 Nos.		@ Rs. 7312/50	P. each		Rs. 14,625/=
3 Nos.		@ Rs. 4062/50	P. each		Rs. 12,188/=
		15. Supplying Hight Density P.E Elbow 90 outer dia PN-10 <u>(PHSMI No. 8, P-18)</u>			
20 Nos.		@ Rs. 8593/-	P. each		Rs. 17,186/=
3 Nos.		@ Rs. 5520/-	P. each		Rs. 16,560/=
		16. Supplying Flange Adopter <u>(Non Schedule Item)</u>			
4 Nos.		@ Rs. 3200/-	P. each		Rs. 12,800/=
10 Nos.		@ Rs. 2025/-	P. each		Rs. 12,150/=

10. Supplying Butt fusion joint **(PHSMI – H, P-20)**

100 Joints.	@ Rs. 1800/-	P. Joints	Rs. 28,800/=
11. Jointing C.I / M.S flanges pipe and specials flanged ends inside trenches i/c supply of the packing of required thickness ruts belts with washers and other tools required for jointing and testing the joints to the specified pressure etc complete (PHSMI No. 1, P-33)			
10 Nos.	@ Rs. 940/-	P. Joint	Rs. 3,760/=
5 Nos.	@ Rs. 938/-	P. Joint	<u>Rs. 5,628/=</u>
Total: -			Rs. 2, 53,067/=

Work No. 02: - Rectification of Leakages in Rising Main

1. Excavation for pipe line in trenches i/c pits in soft soil i/c trimming and dressing sides to correct alignment and shape leveling of beds of trenches to correct level and grade cutting, filling holes & disposal of surplus earth within one chain or as directed by Engineer in charge i/c providing fence guards light flanges and temporary crossing for non vehicular traffic where ever required lift upto 5' and lead upto one chain. **(PHSI No. 2, P-46)**

100.00 Cft.	@ Rs. 3,600/=	P% 0Cft.	Rs. 3,600/=
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2. Providing laying and fixing trenches i/c fitting, jointing and testing etc: compete in all respect the high Density polyethylene P.E pipe (HDPE-1000) for W/S confirming ISO 9077/DIN 8074/8075 B.S 3580 & PSI 3051 **(PHSMI No. 1,P-10)**

1000. Rft	@ Rs. 6752/30	P. Rft	Rs. 6, 75,230/=
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3. Supplying Blank Flanges **(PHSMI No. 12, P-17)**

10 Nos.	@ Rs. 2,750/-	P. each	Rs. 22,000/=
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4. Supplying High Density Polyethylene Fittings (PE 100)(PN-10)

5. Supplying High Density P.E Equal Tee (outer dia) **(PHSMI No. D, P-19)**

10 Nos.	@ Rs. 8249/-	P. each	Rs. 8,249/=
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6. Supplying High Density P.E Elbow (Long) Radius 90(outer dia) **(PHSMI No. C, P-19)**

10 Nos.	@ Rs. 17436/60	P. each	Rs. 69,746/=
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7. Supplying Butt Fusion Joints. **(PHSI No. 11 P, 20)**

10 Nos.	@ Rs. 2200/-	P. each	Rs. 17,600/=
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10 Nos.	@ Rs. 1800/-	P. each	Rs. 5,400/=
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8. supplying Flange Adopter **(Approved Rate)**

10 dia 1x2=2 Nos.	@ Rs. 4725/-	P. each	Rs. 9,450/=
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10 dia 1x4=4 Nos.	@ Rs. 8500/-	P. each	Rs. 34,000/=
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20. Refilling the excavated stuff in trenches in 6" thick for leveling dressing i/c watering compacting to full compaction etc complete **(PHSMI-No. 24, P-53)**

21. Excavated stuff to be refilled

100.00 Cft.	@ Rs. 2760/-	P%0 Cft	Rs. <u>2,484/=</u>
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Total: -	Rs. 8, 88,243/=
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Sub Work No. 02: - Inter Connection of Pumping Machinery

01. Dismantling & removing of road metalling **(CSI No. 51 P.13)**

300.00 Cft.	@ Rs. 605/=	P% Cft.	Rs. 6,050/=
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02. Dismantling cement concrete plain 1:2:4 **(CSI No. 19, (c) P.10)**

100.00 Cft.	@ Rs. 3327/50	P% Cft.	Rs. 33,275/=
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03. Dismantling cement concrete plain 1:4:8 **(CSI No. 19, (c) P.10)**

320.00 Cft.	@ Rs. 1663/75	P% Cft.	Rs. 21,962/=
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04. Excavation for pipe line in trenches i/c pits in soft soil i/c trimming and dressing sides to the alignment and shape leveling of beds of trenches to correct level and grade cutting, coats, holes & disposal of surplus earth within one chain or as directed by Engineer in charge i/c providing fence guards light flanges and temporary crossing for non vehicular traffic where ever required lift upto 5' and lead upto one chain. **(PHSI No. 2, P-46)**

14000.00 Cft.	@ Rs. 3,600/=	P% 0Cft.	Rs. 50,400/=
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05. Providing laying and fixing trenches i/c fitting, jointing and testing etc: compete in all respect the high Density polyethylene P.E pipe (HDPE-1000) for W/S confirming ISO 4427/4/8075 B.S 3580 & PSI 3051 **(PHSMI No. 1,P-25)**

5000. Rft	@ Rs. 440/-	P. Rft	Rs. 2, 20,000/=
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4000.00. Rft	@ Rs. 224/-	P. Rft	Rs. 2, 24,000/=
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2000.00. Rft	@ Rs. 148/-	P. Rft	Rs. 1, 48,000/=
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06. Supplying C.I Sluice valve heavy pattern test pressure 21 kg/sq. cm or 300 lbs/sq inch supported **(PHSMI No. 2,P-11)**

01. No.	@ Rs. 9360/=	P. each	Rs. 9,360/=
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07. Supplying C.I Short Piece **(PHSMI No. 9, P-15)**

04. Nos.	@ Rs. 618/75	P. each	Rs. 2,475/=
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08. Supplying C.I Reducers **(PHSMI No. 11, P-15)**

02. Nos.	@ Rs. 893/75	P. each	Rs. 1,788/=
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09. **Density Polyethylene Fittings (PE 100)(PN-10)**

10. Supplying Elbow 45(out dia) **(PHSMI No. A, P-18)**

01. No.	@ Rs. 3480/-	P. each	Rs. 3,480/=
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10. Supplying High Density P.E Equal Tee (outer dia) <u>(PHSMI No. D, P-19) (PN-10)</u>			
01 No.	@ Rs. 2483/-	P. each	Rs. 2,483/=
01 No.	@ Rs. 1676/-	P. each	Rs. 1,676/=
11. Supplying High Density P.E Un-Equal Tee (outer dia) <u>(PHSMI No. D, P-19) (PN-10)</u>			
01 No.	@ Rs. 3754/-	P. each	Rs. 3,754/=
01 No.	@ Rs. 3000/-	P. each	Rs. 3,000/=
12. Supplying High Density P.E Elbow (Long) Radius 90 (outer dia). <u>(PHSI No. C,P, 18)(PN-10)</u>			
01 No.	@ Rs. 5436/25	P. each	Rs. 5,436/=
01 No.	@ Rs. 1586/25	P. each	Rs. 1,586/=
01 No.	@ Rs. 1103/60	P. each	Rs. 1,104/=
13. Supplying C.I Tee (Equal) <u>(PHSMI No. 5, P-14)</u>			
01 No.	@ Rs. 1950/-	P. each	Rs. 1,950/=
14. Supplying C.I Tee (Un-Equal) <u>(PHSMI No. 6, P-14)</u>			
01 No.	@ Rs. 3687/50	P. each	Rs. 3,688/=
15. Providing & Fixing M.S flange made out M.S Sheet <u>(Based on Schedule)</u>			
01 No.	@ Rs. 804/77	P. each	Rs. 3,219/=
16. Supplying flange Adopter <u>(Non Schedule Item)</u>			
02 Nos.	@ Rs. 2025/-	P. each	Rs. 4,050/=
17. Supplying C.I Gibault Joints <u>(PHSI No. 14, P-16)</u>			
02 Nos.	@ Rs. 1381/25	P. each	Rs. 2,763/=
04 Nos.	@ Rs. 1062/50	P. each	Rs. 2,125/=
04 Nos.	@ Rs. 731/25	P. each	Rs. 2,925/=
01 Nos.	@ Rs. 568/75	P. each	Rs. 2,275/=
18. Supplying High Density P.E Stable end places <u>(PHSI No. G, P-20)</u>			
01 No.	@ Rs. 2020/-	P. each	Rs. 2,020/=
04 Nos.	@ Rs. 1800/-	P. each	Rs. 7,200/=
19. Butt Fusion joints <u>(PHSI No. H, P-20)</u>			
01 joints	@ Rs. 600/-	P. Joint	Rs. 6,000/=
10 joints.	@ Rs. 1000/-	P. each	Rs. 10,000/=

20. Making joints to C.I specials fitting i/c laying and required diameter and testing the joints along with A.C pressure pipe line to specified pressure and testing the all leaky joints complete **(PHSI No. 1, P-49)**

10 Nos.	@ Rs. 72/-	P. Joint	Rs.	144/=
10 Nos.	@ Rs. 72/-	P. Joint	Rs.	144/=
4 Nos.	@ Rs. 62/-	P. Joint	Rs.	248/=
4 Nos.	@ Rs. 62/-	P. Joint	Rs.	248/=

21. Refilling the excavated stuff in trenches in 6" thick layers for leveling dressing i/c watering, ramming to full compaction etc complete **(PHSI No. 24, P-53)**

100% excavated stuff to be refilled item No. 1+2+3+4

10388.00 Cft.	@ Rs. 2760/=	P% 0Cft.	Rs.	<u>43,023/=</u>
Total: -			Rs.	8, 31,851/=

01. Sub Work No. 1 Inter Connection o Pumping Machinery Rs. 2, 53,067-0

02. Sub Work No. 02, Rectification of leakage Rs. 8, 84,243-0

03. Sub Work No. 03, P.E Pipe Distribution System in Remaining Muhalla's Rs. 8, 31,851-0

G. Total: - Rs. 19, 69,161-0

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

**Administrator
Town Committee Warah**

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR _____

NAME OF WORK

**IMPROVEMENT OF URBAN DRAINAGE
SCHEME WARAH, TOWN WARAH**

**NIT SR: NO: 16
Standard Bidding Document**

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

Instruction to Bidders / Procuring Agencies

General Rules and Directions for the Guidance of Contractors

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

Matters governing the performance of the contract or payments under the contract, or matters effecting the risks, rights, and obligations of the parties under the Contract are included as conditions of contract and contract Data

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

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tenders (NIT) invitation for Bid (IFB) hoisted on website of Authority and procuring Agency and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission opening of bids, completion time, Cost of bidding documents and bid security either in lump sum or percentage of Estimated Cost / Bid Cost. The interested bidder must have valid NTN also
2. Content of Bidding Documents must include but not limited to Conditions of Contract, Contract Date. Specifications or its reference, Bill of Quantities containing description of items with schedule premium to be filled in form of percentage above / below or on item rates to be quoted. form of Agreement and drawings.
3. **Fixed Price Contracts:-** The Bid prices and rates are fixed during currency of contract and under not circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
4. The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
5. **Conditional Officer:-** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Schedule Rates shall be framed. Tenders which proposed any alternative in the works specified in the said form of invitation to tender or in the time.
Allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

6. The works shall be measured by standard instructions according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidders.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfill all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - B) In case of item rates. If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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TOWN COMMITTEE WARAH

BIDDING DATA

NAME OF CONTRACTOR:- _____

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

- | | | |
|---|--|--|
| A | Name of Procuring Agency | Town Committee Warah. |
| | Brief Description of Work | Improvement of Urban Drainage Scheme Town Warah, |
| B | Procuring Agency Address | Taluka Warah. |
| C | Estimated Cost | Rs: 2.000 (million) |
| D | Amount of Bid Security:-
(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) | 02% |
| E | Period of Bid Validity (days) | 60 Days (Not more than Sixty Days) |
| F | Security Deposit:-
(in % age of bid amount / estimated cost equal to 10%) | |
| G | Percentage, if any, to be deducted from Bills | 7.5% Income Tax & 8% Security Deposit |
| H | Deadline for submission of Bids along with Time | 07-03-2016, 2:00 pm |
| I | Venue, Time and Date of Bid Opening | Town Committee Warah 07-03-2016 03.00 P.M |
| J | Time for completion from written order of commence | 06 Months |
| K | Liquidity damages:-
(0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%) | Nil |
| L | Call Deposit Receipt | No: _____ Dated _____
Amount Rs: _____ of _____ |
| M | D.R No: | No: _____ Dated _____
Rs: _____ |
| N | Rate Quoted by Contractor | Part A _____
Part B _____ |

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

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

The contractor shall proceed with the works with due expedition and without delay and complete the work in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be 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 exist:-

- i) Contractor causes a breach of any clause of the contract
- ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired
- iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause
- iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer, is not paid to the contractor within 60 days of the date of the submission of the bill.

B) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deem fit:

- a) To forfeit the Security Deposit available except conditions mentioned at A (iii) and (iv) above
- b) To finalize the work by measuring the work done by the contractor

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(c) in the event of any of the above courses being adopted by the Executive Engineer / Procuring Agency the contractor shall have

- i) No claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials, or entered into any engagements or made any advance on account of or which a view to the execution of the work or the performance of the contract.
- ii) However, the contractor can claim for the work done at site duly certified by the Executive Engineer, in writing regarding the performance of such work and has not been paid.

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

Clause-4 Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits / compartments or in according sanction to estimates. In such case, either date of commencement will be changed or 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 or on desire of the contractor may extend the intended completion date, if any event (which hinders the execution of contract) occurs or a variation order is issued 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 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 Specification. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer, and initialed by the parties, the said specification being a part of contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs drawings, and instructions as aforesaid.

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Clause-7 Payments

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

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

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

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

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

Clause-9 Issuance of Variation and Repeat Orders.

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

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

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

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

1) 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.

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

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Clause-11

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

B) Dates for Inspection and Testing. The Engineer shall give the contractor responsible notice of the intention of the Engineer-In-Charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and 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 in other wise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

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

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

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

Clause-18 Financial Assistance / Advance Payment

A) Mobilization Advance is not allowed.

B) Secured Advance against material brought at site.

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

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

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

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

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (A)

_____ % above / below on the Rates of CSR.

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

Total Part A+B in words and figures.

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

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

Amount Total (B)

(CONTRACTOR)

ENGINEER
TOWN COMMITTEE WARAH

SCHEDULE 'B'

Name of work:- Improvement of Urban Drainage Scheme Warah, Town Warah.

Name of A/C:- **Own Source (O.Z.T Share)**

Qty:	S. No.	Item of work	Rate	Unit	Amount
------	--------	--------------	------	------	--------

51. Diesel Engine Set 16 BHP

51. Supplying & Installing in position i/c transportation to site of work Diesel Engine Pumping set consisting of Diesel Oil Engine **16 BHP** (Golden made) model GD-1100B 2200 RPM coupled with Golden Non Clogging Horizontal semi open Impeller Pump Type GSWG-103 size 4"x3" capable of discharging 100 glns: per minute against a head of 47 ft i/c plain pulley for Engine & Pump with Belt i/c installing of pumping set cement concrete foundation (1:2:4) & Ratio 1:4:8 with stone ballast with M.S nuts bolts of ½" to be embedded in C.C foundation and testing for the puping set against the required head of 48 ft etc (R.A Attached)

1.00 P. Set. @ Rs. 2, 05,000/= P. Set Rs. 2, 05,000/=

"RATE ANALYSIS"

52. Supplying installing Diesel Engine 16 BHP

52. Supplying & Installing in position i/c transportation to site of work Diesel Engine Pumping set consisting of Diesel Oil Engine **16 BHP** (Golden made) model GD-1100B 2200 RPM i/c all accessories coupled with NICE Golden Non clogging sullage pump Type (GSWG-103 size 4"x3" mounted on common steel frame or base plate capable of discharging 200 gals: per minute against a head of 45 ft pulley & Belt i/c installing of pumping set on cement concrete foundation (1:2:4) & Ratio 1:4:8 with stone ballast with M.S nuts bolts of ½" to be embedded in C.C foundation and testing for the pumping set against the required head of 72 hours etc

1.00 No. @ Rs. 76,600/= P. each Rs. 76,600/=

53. Providing fixing Diesel Oil Engine 16 BHP (Golden made) GD-1100 B (Fixed handle motor) 2200 RPM

1.00 No. @ Rs. 73,400/= P. each Rs. 73,400/=

54. Making foundation of cement concrete plain i/c placing compacting finishing and strong complete i/c screening and washing of stone aggregate without shuttering (1:2:4) (GSI No. 5, P-15)

1.00 Cft @ Rs. 14,429/25 P. Cft Rs. 713/=

55. Cement concrete brick or stone ballast ½"x2" gauge (Ratio 1:4:8) (GSI No. 4, P-14)

65.00 Cft @ Rs. 9,416/28 P. Cft Rs. 565/=

ix. Providing and embedding M.S foundation nuts and bolts of 5/8" dia (4 Nos:) 2 long and 2 short threaded **(SMI No. 6, P-27)**

3,32 lbs @ Rs. 112/61 P. Cft Rs. 937/=

x. Labour charges for lowering the pumping set side house in correct alignment and fixing **(SMI No. 6, P-27)**

1 day @ Rs. 700/- P. Day Rs. 700/=

TESTING CHARGES FOR 72 HOURS.

i. Pump Operator/Electrician 1 No. for 1 day @ Rs. 450/- P. Day.

4 days @ Rs. 450/- P. Day Rs. 1,800/=

ii. Helper 1 No. for 1 day @ Rs. 250/- P. Day.

4 days @ Rs. 250/- P. Day Rs. 1,000/=

iii. Mobile Oil. Grease & cotton waste etc (L.S). Rs. 500/=

iv. Cost of Diesel Oil for Engine 1.00x16.00x48.00x0.22= 172.80 Liters

172.80 Liters @ Rs. 105/- P. Liter Rs. 18,144/=

v. Pulley for Diesel Oil Engine Size 6" 2B

1 No. @ Rs. 950/- P. each Rs. 950/=

vi. Pulley for Diesel Oil Engine Size 3" 2B

1 No. @ Rs. 1,600/- P. each Rs. 1,600/=

vii. Belt Size B70x2= 72.00 Inches

4 No. @ Rs. 4/25 P. Inch Rs. 306/=

viii. Frame Size 3"x52"x4"

72. Inches. @ Rs. 19,600/- P. Inch Rs. 19,600/=

08. CARTAGE OF MATERIAL.

Cartage of light machinery weighting upto 3 tones from Karachi to site of work lead 297 Miles @ 19.54 P/Mile

1 Set @ Rs. 6,149/31 P. Each Rs. 6,149/=

Total: - Rs. 2, 04,650/=

Say: - Rs. 2, 05,000/=

Sub Work No. 02: - Inter Connection of Pumping Machinery

01. Providing laying and fixing trenches i/c fitting jointing and testing etc: compete in all respect the high Density polyethylene P.E pipes (HDPE – 100) for W/S Confirming ISO 4427/DIN 8075 B.S 3580 & PSI 3051 **(PHSI-F, P-25)PN-10**

12,00 Rft. @ Rs. 530/= P. Rft. Rs. 19,610/=

02. C.I Sluice valve heavy pattern test pressure 21 kg/sq. cm or 300 lbs/sq inch **(PHSMI No. 1, P-11)**

1 No @ Rs. 9,360/= P. each Rs. 9,360/=

03. Supplying Reflex Valve heavy pattern test pressure 21 kg/sq. cm 300 lbs:/sq: inch **(PHSMI No. C, P-11)**

2 Nos. @ Rs. 4,062/50 P. each Rs. 8,125/=

04. Supplying C.I Foot Valve heavy pattern with cone type gate imported **(PHSMI No. 1, P-11)**

05. Dia

1 No @ Rs. 1,381/25 P. each Rs. 1,381/=

06. Supplying High Decsity P.E Tee (Equal) outer dia **(PHSMI No. D, P- 19) (PN-10)**

4 Nos. @ Rs. 5,219/- P. each Rs. 20,876/=

07. Manufacturing & Installing M.S Flanges made out of M.S Sheet 3/8" thick i/c cutting drilling holes etc complete **(Based on Schedule items)**

10 Nos. @ Rs. 500/- P. each Rs. 5,000/=

08. C.I tapered flat bottomed or cetral tapered flanged end with holes i/c turning facing flanged all sizes. **(PHSMI No. 7, P-11)**

0.53 Cwt @ Rs. 6,096/- P. Cwt Rs. 3,231/=

09. Jointing C.I M.S flanged pipe and specials flanged end inside trenches i/c supply rubber packing of required thickness ruts belts with washers and other tools required for jointing and testing the joints to the specified pressure etc complete **(PHSMI No. 1, P-33)**

12 Joints @ Rs. 938/- P. Joint Rs. 11,256/=

10. Contact Fusion Joint **(PHSMI-H. P-20)**

10 Joints @ Rs. 1,000/- P. Joint Rs. 10,000/=

11. Supplying Flange Adopter **(Non Schedule Item)**

10 Joints @ Rs. 2,025/- P. Joint Rs. 20,250/=

12. Supplying C.I Gibault Joints **(PHSMI No. 14, P-17)**

1 No. @ Rs. 1,062/50 P. Joint Rs. 1,063/=

Total: - Rs. 1, 10,152/=

Work No. 03: - P.E Pipe Rising Main

66. Excavation for pipe line in trenches i/c pits in soft soil i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting, vents holes & disposal of surplus earth within one chain or as directed by Engineer i/c providing fence guards light flanges and temporary crossing for non vehicular traffic where ever required lift upto 5' and lead upto one chain. **(PHSI No. 2, P-46)**

17900.00 Cft. @ Rs. 3,600/= P% 0Cft. Rs. 42,840/=

67. Providing laying and fixing trenches i/c fitting, jointing and testing etc: compete in all respect the high Density polyethylene P.E pipe (HDPE-1000) for W/S confirming ISO 4427/DIN 8074/8075 B.S 3580 & PSI 3051 **(PHSMI No. 1,P-10)**

1780.00. Rft @ Rs. 440/= P. Rft Rs. 7, 48,000/=

68. Supplying Blank Flanges **(PHSMI No. 12, P-17)**

8 Nos. @ Rs. 2,750/- P. each Rs. 22,000/=

69. Supplying Density Polyethylene Fittings (PE 100)(PN-10)

70. Supplying Elbow 90 (outer dia) **(PHSMI No. A, P-18)**

6" dia

4 Nos. @ Rs. 4,349/- P. each Rs. 17,396/=

71. Supplying Butt Fusion Joints **(PHSMI No. , P- 20) (PN-10)**

6" dia

10 Nos. @ Rs. 1,000/- P. each Rs. 10,000/=

72. Supplying Flange Adopter **(Approved Rate)**

6" dia

4 Nos. @ Rs. 2, 025/- P. each Rs. 8,100/=

73. Supplying Flange **(PHSMI No: 12, P-17)**

6" dia

4 Nos. @ Rs. 500/- P. each Rs. 2,000/=

74. Jointing C.I M.S flanged pipe and specials flanged end inside trenches i/c supply rubber packing of required thickness nuts belts with washers and other tools required for jointing and testing the joints to the specified pressure etc complete **(PHSMI No. 1, P-33)**

6" dia

4 Joints @ Rs. 938/- P. Joint Rs. 3,752/=

75. Refilling the excavated stuff in trenches in 6" thick for leveling dressing i/c watering ramming to full compaction etc complete **(PHSMI-No. 24. P-53)**

90% excavated stuff to be refilled

10710. Cft @ Rs. 2,760/- P%0 Cft Rs. 29,560/=

76. Cartage of UPVC /P.E pressure pipe of any class with collars by mechanical transport i/c unloading un loading and stacking at site **(PHSI No. 4, P-6)**

1700. Rft	6" dia	@ Rs. 1,080/12	P% Rft	Rs. 18,362/=
			Total: -	Rs. 9, 02,010/=

Work No. 04: - Pump House

1. Excavation for foundation of building bridges & other structure i/c de belling dressing, refilling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5' in ordinary soil **(CSI No. 18, P-6)**

141.00 Cft.	@ Rs. 3,176/25	P% 0Cft.	Rs. 448/=
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2. R.C Brick or stone ballast 1 1/2" 2" gauge Ratio: 1:4:8 **(CSI No. 4,P-16)**

17.95 Cft.	@ Rs. 9,416/28	P% Cft.	Rs. 7,905/=
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3. Parca brick Work in Foundation and plinth in cement san mortar in 1:6 **(CSI No. 4(e), P-25)**

235.56 Cft.	@ Rs. 11,948/36	P% Cft.	Rs. 32,208/=
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4. Parca brick Work in ground floor in cement sand mortar Ratio 1:4 **(CSI No. 5, P-20)**

173.07 Cft.	@ Rs. 12,674/36	P% Cft.	Rs. 47,284/=
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5. Making and fixing steel grated door and window with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8" and 3/4" sq: bars 4" center to center with locking arrangement **(CSI No. 23, P-97)**

12.00 Sft.	@ Rs. 726/72	P% Sft.	Rs. 20,348/=
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6. Fabrication of heavy steel work with angels tees. Flat iron heavy iron sheet for making of sewer graders tank etc i/c cutting tank, drilling reverting, handling and assembling with painting but excluding Errection in position **(GSI No. 28, P- 91)**

1.1 Cwt.	@ Rs. 4,928/49	P. Cwt.	Rs. 10,005/=
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7. Supplying & Fixing in position iron / steet grill of 3/4" x1/4" size flat iron of approved design i/c painting 3 coats etc complete (weight not to be less than 3.7 lbs:/sq: feet on finished grill) **(GSI No. 26, P-92)**

74.00 Sft.	@ Rs. 180/50	P% Sft.	Rs. 4,332/=
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8. Reinforcement cement concrete work i/c all labour and material accept the cost of steel reinforcement and its Labour for bending and binding which will paid separately. This work also i/c all kinds of forms moulds, lifting shuttering curing rendering and finishing and exposed surface i/c screening and washing of shingle R.C.C work in roof, slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position etc complete **Ratio: 1:2:4 (GSI No: 6(a), P-19)**

108.85 Cft.	@ Rs. 337/-	P% Cft.	Rs. 34,998/=
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9. Damp proof course with cement and shingle concrete 1:2:4 i/c of asphaltic 3" thick **(GSI No. 28, P-18)**

17.08 Sft.	@ Rs. 4,982/18	P% Sft.	Rs. 2,645/=
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18. Fabrication of M.S reinforcement for C.C i/c cutting, bending laying position making & joining i/c cost of binding wire also i/c des removal of rust from bars. **(CSI No. 7, P- 18)**

4.17 Cwt. @ Rs. 5,001/70 P. Cwt. Rs. 20,857/=

19. Cement Plaster 1:6 1/2" thick upto 12' height **(CSI-No. 11. P-58)**

11.92 Sft. @ Rs. 2,206/60 P% Sft. Rs. 13,547/=

20. Cement Plaster pointing struck joints on walls 1:3 **(CSI-No. 19. P-28)**

4.49 Sft. @ Rs. 1,213/58 P% Sft. Rs. 6,244/=

21. Cement Plaster 1:4, 3/8" thick upto 12' height **(CSI-No. 11. P-53)**

13.92 Sft. @ Rs. 2,197/52 P% Sft. Rs. 13,491/=

22. Providing and lying 1" thick C.C topping (1:2:4 ratio) i/c surface finishing and dividing in to panels 3" thick **(CSI No.vol: III P-II item No. 6(c), P-42)**

120.00 Sft. @ Rs. 4,411/82 P% Sft. Rs. 5,294/=

23. Primary coat of chalk ditemper **(CSI No. 28, P-60)**

73.92 Sft. @ Rs. 442/75 P% 0Sft. Rs. 3,249/=

24. Distemping two coast. **(CSI No. 24, P-60)**

13.41 Sft. @ Rs. 1,043/90 P% 0Sft. Rs. 13,032/=

25. Preparing surface & painting doors & windows of any type i/c edges **(GSI No. 5(c), P-69) 2 coats)**

1.00 Sft. @ Rs. 1,489/68 P% Sft. Rs. 1,192/=

26. Filling watering new earth **(CSI No. 29, P-25)**

322.00 Cft. @ Rs. 3,630/- P% Sft. Rs. 1,423/=

Total: - Rs. 2, 38,502/=

Sub Work No. 05: - Repair of Civil Structure of Existing Disposal Work

27. C Brick or Stone ballast 1 1/2" gauge Ratio 1:4:8 **(CSI No. 4, P-16)**

10 Cft. @ Rs. 9,416/28 P% 0Cft. Rs. 3,729/=

28. Raccia brick Work other than building i/c stricking of joints upto 20' height in cement and mortat 1:6 **(GSI No. 7, P-23)**

1.00 Cft. @ Rs. 12,346/65 P% Cft. Rs. 48,275/=

29. Providing and laying 1" thick C.C topping (1:2:4 Ratio) i/c surface finishing and dividing in to panels 3" thick **(CSI No. vol: III item No. 6, (c) P-42)**

120.00 Sft. @ Rs. 4,477/82 P% Sft. Rs. 5,294/=

30. Cement Plaster 1:6 1/2" thick upto 12' height **(CSI-No. 11. P-58)**

2102.88 Sft. @ Rs. 2,206/60 P% Sft. Rs. 46,402/=

12. Cement Plaster 1:4 3/8" thick upto 12' height **(CSI-No. 11. P-53)**

172.88 Sft. @ Rs. 2,197/52 P% Sft. Rs. 46,211/=

13. Cement Plaster pointing struck joints on walls 1:3 **(CSI-No. 19. P-28)**

170.00 Sft. @ Rs. 1,213/58 P% Sft. Rs. 18,204/=

14. Primary coat of chalk ditemper **(CSI No. 28, P-60)**

172.88 Sft. @ Rs. 442/75 P% 0Sft. Rs. 9,842/=

15. Distemping two coast. **(CSI No. 24, P-60)**

172.88 Sft. @ Rs. 1,043/90 P% 0Sft. Rs. 37,610/=

Total: - Rs. 2, 15,567/=

01. Sub Work No. 1 Pumping Machinery Rs. 2, 05,000-0

02. Sub Work No. 02 Inter Connection of Pumping Machinery Rs. 1, 10,152-0

03. Sub Work No. 03, P.E Pipe Rising Main Rs. 9, 02,010-0

04. Sub Work No. 04, Pump House for Disposal Work Rs. 2, 38,502-0

05. Sub Work No. 05, Repair of Civil Structure of Ex: D/W Rs. 2, 15,567-0

G. Total: - Rs. 16, 71,231-0

CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per TMA Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah