OFFICE OF THE TOWN COMMITTEE WARAII, TALUKA WARAII

No. TCW/ 13 Warah dated:- 15-02-2015

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	20,00,000/-	2%	3.000/-	6 Month	
	Ward No. 01 Town Warah					
()2	Const. of CC Drains, CC Block in	20,00,000/-	2%	3,000/-	6 Month	
	Ward No. 02 Town Warah	20.00.000/	207	2.000/	(N.4. ()	
0.3	Const. of CC Drains, CC Block in	20.00.000/-	2%	3,000/-	6 Month	
. 3. 1	Ward No. 03 Town Warah	20.00.0007	30/	2.000/	6 Month	
()-1	Const. of CC Drains, CC Block in	20,00.000/-	2%	3,000/-	6 Month	
	Ward No. 04 Town Warah	50.00.000/	20/	2.0007	6 Month	
()5	Const. of CC Drains, CC Block	50,00,000/-	2%	5.000/=	O MOHUI	
	from Van Stand upto Dr. Latif Kalhoro Clinic, Via Badar Buriro.					
	Via Jurial Chhutto, Via Post Office					
	of Ward No. 05 Town Warah.					
06	Const. of CC Drains, CC Block in	20,00,000/-	2%	3,000/-	6 Month	
	Ward No. 06 Town Warah	20.000	270	27.0007		
07	Const. of CC Drains, CC Block in	20,00,000/-	2%	3,000/-	6 Month	
	Ward No. 07 Town Warah					
08	Const. of CC Drains, CC Block in	20,00,000/-	2%	3,000/-	6 Month	
	Ward No. 08 Town Warah					
()()	Const. of CC Drains, CC Block in	20,00,000/-	2%	3,000/-	6 Month	
	Ward No. 09 Town Warah					
[()	Const. of CC Drains, CC Block in	20,00,000/-	2%	3,000/-	6 Month	
	Ward No. 10 Town Warah		:	:		
	Construction of CC Drains, CC	45.00,000/-	2%	3.000/-	6 Month	
:	Block in By Pass Road from Puna				!	
	Minor, upto Tunia Road, Via Civil					
	Hospital, Via Girls School Town	i		į	į	
	Warah.		201	3 000/		
12	Construction of Compound Wall of	10,00,000/-	2%	3,000/-	6 Month	
	(Hindu Massan)	20.00.000	20/	2.000/	(Manath	
13	Providing & Installing of Solar	20,00,000/-	2%	3.000/-	6 Month	
1 3	System in Village Gartal	20,00,000/-	2%	3.000/-	6 Month	
1-}	Rehabilitation of Disposal of Ahmadi Tunio Muhalla Town	20,00.000/-	270	3.000/-	O MOHUI	
	Warah			-		
15	Improvement of Urban Water	20,00,000/-	2%	3,000/-	6 Month	
4 - 1	Supply Scheme Warah	20.00.000/-	/ U	5,000	7 171011111	
16	Improvement of Urban Drainage	20.00.000/-	2%	3,000/-	6 Month	
	Scheme Warah.					

877/

- 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. Seafed 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 procuring 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 Shahrah-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

OF THE TOWN COMMITTEE WARAH TALUKA WARAH, DISTRICT KAMBER SHARDSDKOT ANNUAL PROCUREMENT PLAN (WORKS, GOOD & SERVICES)

FINANCIAL YEAR 2015-2016

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CWII Wala		Const. of CC Drians CC Block & B/P in Ward No. 7 Town Warah	Const. of CC Drians CC Block & B/P in Ward No. 6 Town Warah	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	Const. of CC Drians CC Block & B/P in Ward No. 4 Town Warah	Town Warah	CWI VVG GG	Const. of CC Drians CC Block & B/P in Ward No. 2	Town Warah	Const. of CC Drians CC Block & B/P in Ward No. 1		Name of Work	
	Town Warah	Town Warah	Town Warah	Town Warah	Town Warah	Town Warah		Town Warah		Town Warah		∪-C / Taluka	
	,	1	,	,	,	,		1		,	applicable)	Unit Cost (Where	Estimateo
	2.00 Million	2.00 Million	2.00 Million	5.00 Milion	2.00 Million	2.00 Willion		2.00 Milifon		2,00 Million		Allocated (Million)	
	Non ADPs	Non ADPs	Non ADPs	Non ADPs	Non ADPs	NO ACT	N 02 A D 00	Non ADPs		Non ADPs		Non ADPs)	
	Single Stage one envalope	one envalope	Single Stage one envalope	Single Stage one envalope	one envalope	one envalope	Single Stage	Single Stage one envalope		Single Stage one envalope			Proposed
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												Remarks	

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Improvement of Urban Drainage Scheme Warah	Improvement of Urban Water Supply Scheme Warah	Rehibilitation of Disposal of Ahmadi Tunio Muhalla Town Warah	Providing & Installing of Solar System in Village Gartal	Const. of Compound Wall (Hindu Massan)	Const. of CC Drains CC Block & B/P in by pass road upto Tunio Road, via Civil Hospital, via Govt. Girls School in Town Warah.	Const. of CC Drians CC Block & B/P in Ward No. 10 Town Warah	John Mareh
Town Warah	Town Waran	Town Warah	Town Warah	Town Waran	Town Waran	Town Waran	7
1				1		,	1
2.00 Million	2.00 Million	2.00 Million	2.00 Million	1.00 Million	4.500 Million	2.00 Million	£ 20 3
Non ADPs	Non ADPs	Non ADPs	No~ ADPs	Non ADPs	Nor ADPs	Non ADPs	10 1 NOS 8
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3rd Qtr.	3rd Qtr.	3rd Qtr	3rd Qtr.	3rd Qtr.	3rd Qtr	3rd Qtr	6) 6) 9)
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Town Officer Town Committee Warah

EAVIALION ONVIHICATION / ELIGIBILITY CRITERIA

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

- 01. Bid shall be in sealed cover.
- 92. Bid shall be properly signed by the contractor with stamp: cutting and
- overwriting must be initiated.

 33. Name of firm, postal address, telephone number, fax number, email address
- 94. Rate must be quoted in figure and words.
- 05, WTM, SRB Certificate, and PEC (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).

must be written.

- 08. Bid security of required amount.
- **09.** Conditional bid will not be considered.
- 11. The bid of the black listed and debarred contractors will not be considered.

19. Bid will be evaluate according to SPPRA 2010 (Amended 2014).

- 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

3-3-16

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

33 16

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)

- Preparing Bidding Documents. i
- Carrying out technical as well as financial evolution of the ii) bids.
- Prepare evolution reports as provided in Rule 45. iii)
- Making recommendations for the award of contract to the iv) competent authority.
- Perform any other function ancillary and incidental to the v) above.

SECRETARY TO GOVT: OF SINDH.

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

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 Town Officer Warah.
- 4. The Accounts Officer District Council Kamber.
- 5. The Assistant Executive Engineer PHED Kamber.
- 6. The Assistant Executive Engineer Building Kambert
- 7. The Assistant Director Planning & Development 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: <u>01</u> 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 given 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.
- 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)

- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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.
- (3) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

BIDDING DATA

NAM	E OF CONTRACTOR:-	
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the Bidding Documents)
Α	Name of Procuring Agency Brief Description of Work	Town Committee Warah. Construction of CC Drain, CC Block in Ward No. 01. Of
B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount	Town Warah . Town Warah, Taluka Warah Rs: 2.000 (million)
E F	/ Estimated cost, but not exceeding 5%) Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days)
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 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
N	Rate Quoted by Contractor	Part A Part B

(CONTRACTOR)

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 incharge or of in sub-ordinate in-charge of the work. Failing such authority the contractor shall have no chain 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. Produring 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:-
- 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)

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

- 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.
- 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)

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

- 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 them 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)

- 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 beginnent or allowance shall be made for such work, or for the materials with which the same was exacuted.
- 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.

Charse-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, bushwood 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 antentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

(CONTRACTOR)

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 form 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)

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)

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	
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		Attached Separately	i	· ·		
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Amo	unt	Total	(A)
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%	above /	below o	on the	Rates of	of CSR
/0	ubovo ,	DOIOW C	/// (///	I WILOU), OOI (.

Amount to be added / deducted on the basis of premium quoted **Total Part B**Total Part A+B in words and figures.

(CONTRACTOR)

BILL OF QUANTITIES

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

Item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
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1		Attached Separately	 		
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Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

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

38 Cwt

Head of A/C: - Own So	ource (O.Z.T S	hare)			
Qty: S. No.	em of work	Rate	Unit		Amount
PART – I CC DRAINS					
Excavation in foundation	_	_			
essing refilling around the s		excavated Earl	th Watering	rammir	ng up to 5ft
(ii) in ordinary Soil (G.S.I – 18/	<u>P/4)</u>				
8 x35.00 Cft	@ Rs. 3176	.25	P%0Cft	Rs.	10,275-0
(1)2. Cement Concrete plain	i/c placing Cor	npacting finis	hing and c u	uring co	omplete i/c
screening and washing of ston	ie aggregate wit	hout shutterin	g Ratio 1:4:8	(G.S.I -	- 5/P/17)
748. 00 Cft	@ Rs. 1128	8.75	P% Cft	Rs.	84,440-0
: 3. Construction of Standard (Open Type Drair	ns Connuttee b	olock of C.C	1:2:4 co	st of situ to
are design profile i/c cost of					
1/19/17 thick to expose surfa		ed smooth cu	ring comple	te as p	er drawing
iesign. (P.H.S.I – 1 No. DP/44)	_				
500.00 Rft.	@ Rs. 94.0		P. Rft	Rs.	47,000-0
45 0.00 Rft.	@ Rs. 174.0		P. Rft	Rs.	78,300-0
m. Pacca Brick Work in	foundation ar	ia plinth in	cement sa	and m	ortar (1:6)
	@ Rs. 1194	0 26	P% Cft	Do 5	10 500 0
35. Cement Plaster (1:4) up to	_			NS. 2	2, 10,590-0
30 75.00 Cft	@ Rs. 2283		P% Cft	Rs.	70,231-0
06. R.C.C Work i/c all labour	•				•
labour for bending and biding					
or forms moulds lifting shutte	•				
er rening and washing of shin	_	-	_	•	
as the position complete in a	respect (i) Ratio	1:2:4 90 lbs (cement 2 cft	sand 4	cft shingle
17 to ¼" gauge. (G.S.I – 1-6/	P/17)				
20. 00 Cft	@ Rs. 337.0	00	P. Cft	Rs.	40,440-0
act. Fabrication of mild steel re	einforcement fo	r cement cond	crete i/c <mark>cu</mark> tt	ting ben	iding laying
- position making joints and f	astening i/c cos	t of binding wi	re alo includ	les rem	oval of rust
om bars (G.S.I – 7 (ii)(a)P/19)				

@ Rs. 5001.70

P. Cwt

16,906-0

Rs.

Cement	concrete plain i/d	c Placing c	compacting	finishing	and curing	g complete i/c
orcening ar	nd washing of	stone a	iggregate	without	shuttering	Ratio 1:2:4
G.S.I 1-5 P/1	.7)					
135. 11 Cft		@ Rs. 14		Р%		s. 19,495-0
()9. Supplying	& Fixing M.S Irion					
91. No		@ Rs. 40	00.00			s. 4,000-0
				G. 1	Г otal : - R	s. 5, 81,677-0
31 OCK						
	t excavation undre		•	•		
5265.00 Cft		@ Rs. 2 1				s. 21,736-0
	ork compaction (s		•	soil) layin	g earth n	6" thick layers
***	ressing etc omplet					
73500.00 Cft		@ Rs. 35			OCft R	s. 4,779-0
	for every 50' ft ad				_	
20265.00 Cft		@ Rs. 50				s. 51,725-0
	oncrete bricks or st		_	-		
≥9.70.00 Cft		@ Rs. 94	16.25	Р%	Cft R	s. 1, 79,664-0
ers. C C Plain R	tatio 1:4:8					
228 0.00 Cft		@ Rs. 14		P%		s. 3, 24,658-0
	and removal of ce		RCC or Pla	ain C.C Wo	ork or deod	dars wood (2 ^m
	rtal wood (vertica		07.44	D 0/	ac	7.027.0
188.00 Cft		@ Rs. 31		P%		s. 7,037-0
				Total: -	R	s. 6, 89,599-0
	<u>(</u>	GENERA	L ABSTR	<u>ACT</u>		
O(1)	CC Drains				R	s. 5, 81,677-0
02.	CC Blocks				<u>R</u>	s. 6, 89.599-0
				G. T	otal: - <u>R</u>	s. 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.
- (13). Work shall be carried out as per TMA Specifications.
- () i. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
- US. 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: <u>02</u> 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 given 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)

- 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.
- Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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 / Procu	ring Agency before issuance of the Bidding Documents)
Α	Name of Procuring Agency Brief Description of Work	Town Committee Warah. Construction of CC Drain, CC Block in Ward No. 02. C Town Warah.
B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) Period of Bid Validity (days) Security Deposit:-	Town Warah, Taluka Warah Rs: 2.000 (million) 02% 60 Days (Not more than Sixty Days)
G H	(in % age of bid amount / estimated cost equal to 10%) Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm
1	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
М	D.R No:	No: Dated
N	Rate Quoted by Contractor	Part A Part B
((CONTRACTOR)	ENGINEER

TOWN COMMITTEE WARAH

4

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 incharge 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:-
- 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)

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

- 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.
- 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)

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

As 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.

(CONTRACTOR)

- Opantities, 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 them only he shall allow him that rate after approval from higher authority.
- The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- the 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.
- (a) 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:

- 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 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)

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

(CONTRACTOR)

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

(CONTRACTOR)

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
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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)

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
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Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

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

Own Source (O. 7 T Share)

- Hof A/C:-	Own Source (O.Z.T Sh	are)							
.)(y: S. No.	Item of work	Rate	Unit		Amount				
ART - I CC DRAINS	RI-ICC DRAINS								
Excavation in	Excavation in foundation of building bridges and other structures i/c dag belling								
shessing refilling around the structures with excavated Earth Watering ramming up to 5ft									
[6] in ordinary Soil ((G.S.I – 18/P/4)								
%%%5. 00 Cft	@ Rs. 3176.2	5	P%0Cft	Rs.	10,275-0				
Cement Conce	ete plain i/c placing Comp	acting finishi	ng and cur	ing co	mplete i/c				
seccening and wash	iing of st <mark>one</mark> aggregate withd	out shuttering	Ratio 1:4:8 J	(G.S.I -	- 5/P/17 <u>)</u>				
743. 00 Cft	@ Rs. 11288.	75	P% Cft	Rs.	84,440-0				
Construction of	Standard Open Type Drains	Connuttee blo	ock of C.C 1:	2:4 cos	st of situ to				
design profile i	/c cost of mould as per dra	wing i/c supp	lying floatin	g cost	of cement				
APA" thick to ex	pose surface faces finished	smooth curi	ng complete	e as p	er drawing				
-dgn. <u>(P.H.S.I - 1</u>	No. DP/44)								
∌0.00 Rft.	@ Rs. 94.00	!	P. Rft	Rs.	47,000-0				
450.00 Rft.	@ Rs. 174.00	!	P. Rft	Rs.	78,300-0				
24 Pacca Brick	Work in foundation and	plinth in o	cement sar	nd mo	ortar (1:6)				
16.5.1 - 4/P/24									
: 762.50 Cft	@ Rs. 11948.		P% Cft	Rs. 2	, 10,590-0				
	(1:4) up to 20' height $\frac{1}{2}$ " thic			_					
4.75. 00 Cft	@ Rs. 22 83.9		P% Cft	Rs.	70,231-0				
•	all labour and material exc	•							
	and biding which will be paid								
torms moulds lifting shuttering curing rendering and finishing the exposed surface i/c									
coming and washing of shingle (a) R.C work in roof slab members laid in situ or precast									
in an position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle									
== 16 %" gauge. (€		,	D C44	D.	40 440 0				
120.00 Cft	@ Rs. 337.00		P. Cft	Rs.	40,440-0				
W. 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									
the matter $\frac{1}{1}$ bars $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$ $\frac{1}{1}$									
1.48 Cwt	@ Rs. 5001.7) F	P. Cwt	Rs.	16,906-0				
	(1.3. 30011)	-	. = -		,				

emng and	d washing of	Placing compacting stone aggregate	g finishing and cu without shutter	
1–5 P/17	1			
7.11 Cft	5	@ Rs. 14429.25	P% Cft	Rs. 19,495-0
	Elxing M.S Irion	Board Size (3.0x3.50)		
***. NO		@ Rs. 4000.00	P. Each	Rs. 4,000-0
			G. Total: -	Rs. 5, 81,677-0
C BFOCK		11 1	11 11661	2/2/4)
	excavation undres	ssed lead up to 100 ft		
10265. 00 Cft	. ,	@ Rs. 2117.50	P%0Cft	Rs. 21,736-0
	•	oft, ordinary of hard	I soil) laying earth	n 6" thick layers
.,,	essing etc omplet	ed (G.S.I – 3/P/4)		
\$3500.00 Cft		@ Rs. 354.00	P%0Cft	Rs. 4,779-0
	or every 50′ ft add	ditional lead or part t		
E0265.00 Cft		@ Rs. 5039.00	P%0Cft	Rs. 51,725-0
Cement cor	icrete ricks or sto	ne ballest ½" to 2" ga		5.I – 4/P/17)
-478.00 Cft		@ Rs. 9416.25	P% Cft	Rs. 1, 79,664-0
a. C.C Plain Ra	tio 1:4:8			
55.00 Cft		@ Rs. 14429.25	P% Cft	Rs. 3, 24,658-0
a Erection an	nd removal of ce	ntering for RCC or P	lain C.C Work or d	eodars wood (2 nd
alss)(b)for part	tal wood (vertical)		
225.00 Cft		@ Rs. 3127.41	P% Sft	Rs. 7,037-0
			Total: -	Rs. 6, 89,599-0
GENERAL ABSTRACT				
4-1.	CC Drains			Rs. 5, 81,677-0
93.	CC Blocks			Rs. 6, 89.599-0
			G. Total: -	Rs. 12, 71,276-0

ONDITIONS

- ()1. 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.
- ()4. 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.

segractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



SIRICT KAMBER-SHAHDADKOT

SANDARD BIDDING DOCUMENT PROGUREMENT OF WORKS

VAME OF CONTRACTOR	

NAME OF WORK

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

NIT SR: NO: <u>03</u> 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 given 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)

- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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)

BIDDING DATA

NAM	E OF CONTRACTOR:-	
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the Bidding Documents)
А	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 C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount	Town Warah, Taluka Warah Rs: 2.000 (million)
E F	/ Estimated cost, but not exceeding 5%) Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days)
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm
1	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
М	D.R No:	No: Dated Rs:
N	Rate Quoted by Contractor	Part A Part B
((CONTRACTOR)	ENGINEER

TOWN COMMITTEE WARAH

4

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 incharge 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 raie 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:-
- 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)

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

- 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.
- 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)

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

On 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 them 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:

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 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.

in 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)

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, bushwood 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)

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 form any ficibility 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 centract 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 tor 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

- At 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)

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)

BILL OF QUANTITIES

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

ltem#	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
			;	:	
		arately		 - 	
:		Attached Separately			
		Attach			
			!		
				l	

Amount Total (A)

Total Part A+B in words and figures.
Amount to be added / deducted on the basis of premium quoted Total Part B

% above / below on the Rates of CSR.

(CONTRACTOR)

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
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		Separately	, 		
		Attached			
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1			į		

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

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

tread of A/C: -	Own Source (O.Z.T Sh	are)		
Qiy: S. No.	Item of work	Rate	Unit	Amount
	foundation of building bri round the structures with ex			
15.00 Cft	@ Rs. 3176.2			Rs. 10,275-0
	ete plain i/c placing Comp	-	_	
	ning of stone aggregate with	_		
248.0 0 Cft	@ Rs. 11288			Rs. 84,440-0
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 thick to expose surface faces finished smooth curing complete as per drawing				
1 - Julia <u>(P.H.S.I – 1</u> 1 - 400 Rft.	@ Rs. 94.00		P. Rft	Rs. 47,000-0
~1.0 0 Rft.	@ Rs. 174.00			Rs. 78,300-0
	Work in foundation and			mortar (1:6)
:G.S.I – 4/P/24)	vvoik in foundation and	piniti iii v	cincii sana	11101(1.0)
762.50 Cft	@ Rs. 11948.	36 1	P% Cft I	Rs. 2, 10,590-0
	(1:4) up to 20' height ½" thic			113. 2, 20,000
5.00 Cft	@ Rs. 2283.9		- 	Rs. 70,231-0
				•
R.C.C Work i/c all labour and material except the cost f steel reinforcement and its				
0	fting shuttering curing rende			
	ning of shingle (a) R.C work i	~	-	
	nplete in a respect (i) Ratio			
. Z to %″ gauge. (€			,,,,,,,,	
.00 Cft	@ Rs. 337.00	ſ	P. Cft f	Rs. 40,440-0
	mild steel reinforcement for			•
position making joints and fastening i/c cost of binding wire alo includes removal of rust				
= on bars (G.S.I – 7	,			
38 Cwt	@ Rs. 5001.7	0 F	P. Cwt F	Rs. 16,906-0

ପଞ୍ଚ Cement cor	icrete plain i/c	Placing	compacting	finishing	and curing	complete i/c
a reening and	washing of	stone	aggregate	without	shuttering	Ratio 1:2:4
G.S.I 1-5 P/17)						
195. 11 Cft		@ Rs. 3	14429.25	Р%	Cft Rs	s. 19,495-0
 Supplying & F 	Fixing M.S Irion E	Board Size	e (3.0x3.50) (Approved	Rate)	
10.446		@ Rs. 4	1000.00	Р. Е	ach <u>Rs</u>	s. 4,000-0
				G.	Fotal: - R	s. 5, 81,677-0
BLOCK						
a. Barrow Pit ex	cavation undres	sed lead	up to 100 ft	ordinary so	oil (G.S.I – 3/	<u>'P/1)</u>
5265.00 Cft		@ Rs. 2			OCft R	•
6 Earth Work	•	*	•	soil) layin	g earth n 6	" thick layers
eding and dres	sing etc <mark>omplet</mark> e					
%00.00 Cft		@ Rs. 3			OCft R	s. 4,779-0
. A. Extra lead for	every 50' ft add	litional le	ad or part th	ereof.		
99265.00 Cft		@ Rs. 5			OCft Rs	•
04. Cement conc	rete ricks or stor		ŭ	· ·		
2970. 00 Cft		@ Rs. 9	416.25	P %	Cft Rs	5. 1, 79,664-0
. 5. C.C Plain Rati	0 1:4:8					
55.00 Cft		_	4429.25	Р%		5. 3, 24,658-0
	removal of cer		or RCC or Pla	ain C.C W	ork or de <mark>o</mark> d	ars wood (2 nd
	l wood (vertical)					
5.00 Cft		@ Rs. 3		Р%		5. 7,037-0
				Total: -	Rs	. 6, 89,599-0
	<u>G</u>	ENER	AL ABSTR	<u>ACT</u>		
2 2 4 3 7 4	CC Drains				Rs	5, 81,677-0
612)	CC Blocks				Rs	6, 89.599-0
				G. 1	otal: - <u>Rs</u>	. 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



STRICT KAMBER-SHAHDADKOT

SAMPARD BIDDING DOCUMENT PROCUREMENT OF WORKS

STAME OF CONTRACTOR	
NAME OF CONTRACTOR	

NAME OF WORK

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

NIT SR: NO: <u>04</u> 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 given 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)

- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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.
- High 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)

BIDDING DATA

NAME	OF CONTRACTOR:-	
	(This section should be filled in by the Executive / Procur	ing Agency before issuance of the Bidding Documents)
Α	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 C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	Town Warah, Taluka Warah Rs: 2.000 (million)
E F	Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days)
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 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
N	Rate Quoted by Contractor	Part A Part B

(CONTRACTOR)

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 incharge 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:-
- 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)

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

- 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.
- 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)

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

- 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 them 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)

Ciause-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.
- 3) 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, bushwood 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)

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 form 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.
- 3) 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)

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)

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
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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
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Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

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

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

S. No.	Item of work	Rate	Unit	Amount
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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 the in ordinary Soil (G.S.I - 18/P/4)

35.00 Cft @ Rs. 3176.25 P%0Cft Rs. 10,275-0 coment Concete plain i/c placing Compacting finishing and curing complete i/c - sening and washing of stone aggregate without shuttering Ratio 1:4:8 (G.S.I – 5/P/17) @ Rs. 11288.75 15.00 Cft P% Cft Rs. 84,440-0 Construction of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to to design profile i/c cost of mould as per drawing i/c supplying floating cost of cement 12.1" thick to expose surface faces finished smooth curing complete as per drawing d. sign. (P.H.S.I – 1 No. DP/44) 50 00 Rft. 47,000-0 @ Rs. 94.00 P. Rft Rs.

350.00 Rft.

@ Rs. 174.00

P. Rft

78,300-0 Rs.

Data Pacca Brick Work in foundation and plinth in cement sand mortar (1:6) 6.5.1 - 4/P/24

132.50 Cft

@ Rs. 11948.36

P% Cft

Rs. 2, 10,590-0

m. Coment Plaster (1:4) up to 20' height ½" thick (G.S.I – 11/P/57)

4.5.00 Cft

@ Rs. 2283.93

P% Cft

70,231-0

ACC Work i/c all labour and material except the cost f steel reinforcement and its bour for bending and biding which will be paid separately. This rate also includes all kinds and finishing the exposed surface i/c comming 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 → i" to ¼" gauge. (G.S.I – 1-6/P/17)

20.00 Cft

@ Rs. 337.00

P. Cft

Rs. 40,440-0

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

38 Cwt

@ Rs. 5001.70

P. Cwt

Rs. 16,906-0

65 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer60 Cemer<l< th=""><th>and v</th><th></th><th>i/c Placii of stone</th><th></th><th></th><th>and curing shuttering</th><th>complete i/c Ratio 1:2:4</th></l<>	and v		i/c Placii of stone			and curing shuttering	complete i/c Ratio 1:2:4
35.21 Cft			@ Rs	. 14429.25	P% (Cft Rs	. 19,495-0
an Supplyi	ng & Fixi	ng M.S Iri	_	Size (3.0x3.50)			- ,
No.				. 4000.00	P. E.		4,000-0
					G. T		. 5, 81,677-0
CC BLOCK							, ,
Barrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I – 3/P/1)							
. 185.0 0 C	ft		@ Rs	. 2117.50	P%0	Cft Rs	. 21,736-0
inth	Work co	mpaction	(soft, or	dinary of hard	soil) laying	g earth n 6	" thick layers
chap and	d dressin	ig etc omp	leted <u>(G.S</u>	1 - 3/P/4			
00.00 C	ft		@ Rs	. 354.00	P%0	Cft Rs	. 4,779-0
- Extra le	ad for ev	/ery 50' ft	additional	lead or part t	hereof.		
10265. 00 C	ft		@ Rs	. 5039.00	P%0	Cft Rs	. 51,725-0
- « Coment	t concret	e ricks or	stone ball	est ½" to 2" ga	uge Ratio 1:	4:8 (G.S.I –	4/P/17)
79.00 Cft	t		@ Rs	. 9416.25	P% (Cft Rs	. 1, 79,664-0
🔗 C.C Plai	n Ratio 1	:4:8					
250.00 Cft	ť		@ Rs	. 14429.25	P% (Cft Rs	. 3, 24,658-0
The Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2 nd							
\sim)(b)for	partal w	ood (verti	cal)				
125. 00 Cft			@ Rs	3127.41	P% \$	Sft <u>Rs</u>	. 7,037-0
					Total: -	Rs	. 6, 89,599-0
GENERAL ABSTRACT							
7. 3 7. 4		CC Drains	5			Rs	5, 81,677-0
(3)		CC Blocks	5			<u>Rs.</u>	6, 89,599-0
					G. To	otal: - <u>Rs</u>	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.
- (B). Work shall be carried out as per TMA Specifications.
- 64. 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.

wactor

Administrator **Town Committee Warah**

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

SIANDARD 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: <u>05</u> 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 given 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.

- 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
- 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)

- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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)

BIDDING DATA

NAME	OF CONTRACTOR:-					
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the Bidding Documents)				
Α	Name of Procuring Agency Brief Description of Work	Town Committee Warah. 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.				
В	Procuring Agency Address	Town Warah, Taluka Warah				
С	Estimated Cost	Rs: 5.000 (million)				
D	Amount of Bid Security:-	222/				
	(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	02%				
Е	Period of Bid Validity (days)	60 Days (Not more than Sixty Days)				
F	Security Deposit:-	oo bayo (ivot inoio alair bixty bayo)				
	(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				
Н	Deadline for submission of Bids along with Time	07-03-2016, 2:00 pm				
1	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				
		Amount Rsor				
М	D.R No:	No: Dated				
		Rs:				
N	Rate Quoted by Contractor	Part A				
		Part B				

(CONTRACTOR)

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 incharge 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:-
- 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)

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

- 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.
- 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)

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

- 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 hum on detailed rate analysis, and them 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.

©) 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)

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, bushwood 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)

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 form 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)

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)

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)

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]
		ately				j
!		Attached Separately		!		ļ
!		S per		 		ļ]
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!			j			İ
!	j		!			J

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

Fame 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 Fown Warah

- and A/C:

Own Source (O.Z.T Share)

gest S. No.	Item of work		Rate	Unit		Amount
Excavation in factoring around in ordinary Soil (G						_
	e plain i/c placing ng of stone aggregate		g finishin uttering f		(G.S.I	
	tandard Open Type I					•
- design profile i/o	cost of mould as pose surface faces fil	er drawing	i/c suppl	ying floati	ng cost	t of cement
ign. (P.H.S.I – 1 N				,	,	O
00 00 Rft.		94.00	Р	. Rft	Rs.	1, 41,000-0
350.00 Rft.	@ Rs. 1	174.00	Р	. Rft	Rs.	1, 82,700-0
Pacca Brick V	Vork in foundation	n and plin	th in c	ement sa	ind m	ortar (1:6)
(S.S.I – 4/P/24)						
±2.50 Cft	@ Rs. 1	11948.36	Р	% Cft	Rs. !	5, 51,118-0
. Coment Plaster (1	::4) up to 20' height 3	4" thick (G.S	5.l – 11/P	<u>/57)</u>		
ando Cft	@ Rs. 2	2283.93	Р	% Cft	Rs. :	1, 86,711-0
- Lat.C Work i/c a	ll labour and materi	ial except th	ne cost f	steel rein	forcem	ent and its
cour for bending and biding which will be paid separately. This rate also includes all kinds						
or forms moulds lifti	ng shuttering curing					
, .	lete in a respect (i) I					•
i no %″ gauge. (G.		1000 1.2.7	70 103 661	nene z ere	Sana	i cit simigre
0.00 Cft	@ Rs. 3	37.00	Р	. Cft	Rs.	50,550-0
W. Fabrication of mi	_					•
in position making joi					_	
1 om bars (G.S.I – 7 (i			Ü			
	@ Rs. 5	001.70	P	. Cwt	Rs.	16,906-0

🧢 Cement	concrete plair	i/c Placing	g c <mark>ompact</mark> ing	g finishing and c	uring complete i/c
ceening	and washing	of stone	aggregate	without shutte	ering Ratio 1:2:4
5.1.5P	/17)				
5.49 Cft		@ Rs.	14429.25	P% Cft	Rs. 28,352-0
t supplyin	g & Fixing M.S Ir	ion Board Si	ze (3.0x3.50) j	Approved Rate)	
1 N O		@ Rs.	4000.00	P. Each	Rs. 4,000-0
				G. Total: -	Rs. 14, 07,667-0
<u>BLOCK</u>					
			·	ordinary soil (G.S.	
23145.00 Cf		-	2117.50	P%0Cft	Rs. 55,362-0
	·	*	•	soil) laying eartl	n n 6" thick layers
***	dressing etc om				
14500.0 0 Cf			354.00	P%0Cft	Rs. 12,213-0
	d for every 50' ft				
5.45.00 Cf		**	5039.00	P%0Cft	Rs. 1, 31,745-0
H. Cement	concrete ricks or	stone balles	st ½" to 2" ga	uge Ratio 1:4:8 (G	.S.I – 4/P/17)
2F 00.00 Cft		@ Rs.	9416.25	P% Cft	Rs. 7, 14,696-0
C Plain	Ratio 1:4:8				
50.00 Cft			14429.25	P% Cft	Rs. 8, 29,682-0
			for RCC or P	lain C.C Work or	deodars wood (2 nd
,	partal wood (vert				
5/5.00 Cft		@ Rs.	3127.41	P% Sft	Rs. 17,983-0
				Total: -	Rs. 17, 61,680-0
		<u>GENER</u>	AL ABSTR	ACT	
01.	CC Drain	1S			Rs. 14, 07,677-0
$(G_{i}^{(i)})$	CC Block	S			Rs. 17, 61.68()-0
				G. Total: -	Rs. 31, 69,357-0

ONDITIONS

- (1). No cartage of any material will be paid separately.
- 02.No premium will be allowed on Non schedule items.
- **B. Work shall be carried out as per TMA Specifications.
- (ii). 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.

Practor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



WSTRICT KAMBER-SHAHDADKOT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

CTOR

NAME OF WORK

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

NIT SR: NO: <u>06</u> 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 given 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.
- 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)

- 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.
- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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.
- ©) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

BIDDING DATA

IAME	OF CONTRACTOR:-					
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the Bidding Documents)				
Α	Name of Procuring Agency Brief Description of Work	Town Committee Warah. Construction of CC Drain, CC Block in Ward No. 06. C Town Warah.				
B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:-	Town Warah, Taluka Warah Rs: 2.000 (million)				
	(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	02%				
E F	Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days)				
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm				
l	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				
М	D.R No:	No: Dated				
		Rs:				
N	Rate Quoted by Contractor	Part A				
		Part B				

(CONTRACTOR)

CONDITIONS OF CONTRACT

Chause-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 insharge or of in sub-ordinate in-charge of the work. Failing such authority the contractor shall have no craim 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.

Glause-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:-
- 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)

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

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

On 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 them 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)

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, bushwood 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)

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 form any fiability 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 tor 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.

Glause-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)

Clause-19 Recovery as arrears of Land Revenue. Any sum due to the Government by the Centractor 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 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)

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
	· i				
		arately			
!		Attached Separately	 		
		Attach	,		
	ļ		ĺ	ļ	!

Amount Total (A)

% above / below on the Rates of CS	iR.
Amount to be added / deducted on the basis of pre	mium quoted Total Part B
Total Part A+B in words and figures.	
(CONTRACTOR)	ENGINEER TOWN COMMITTEE WARAH

BILL OF QUANTITIES

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

item #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
!					
!		<u>≻</u>		 - -	
		Attached Separately	 	· 	
!		ည် မ မ			
:		tache.			
	j	₹			
i	ļ		'i	}	

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

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

Own Source (O.7.T Share)

e action A/C:	Own Source (O.Z.T	Share)			
Qty: S. No.	Item of work	Rate	Unit		Amount
OK-1 CC DRAINS	<u>3</u>	į.	,	•	
	foundation of building				
e og retilling ar e ordinary Soil (ound the structures with G.S.I – 18/P/4)	excavated Ear	rtn vvatering	g rammii	ng up to Sit
: 195.00 Cft	@ Rs. 317	6.25	P%0Cft	Rs.	10,275-0
	te plain i/c placing Co	mpacting finis	shing and c	uring co	omplete i/c
white and wash	ing of stone aggregate w	ithout shutterii	ng Ratio 1:4:	8 (G.S.I -	- 5/P/17)
. Fr City	@ Rs. 11 2	88.75	P% Cft	Rs.	84,440-0
construction of	Standard Open Type Dra	ins Connuttee	block of C.C	1:2:4 co	st of situ to
Jesign profile i,	/c cost of mould as per	drawing i/c su	pplying floa	ting cost	of cement
∴221″ thick to exp	pose surface faces finisl	ned smooth cu	uring compl	ete as p	er drawing
Jessign. <u>(P.H.S.I – 1 I</u>	No. DP/44)				
3 00 Rft.	@ Rs. 94	.00	P. Rft	Rs.	47,000-0
CORK.	@ Rs. 174	.00	P. Rft	Rs.	78,300-0
	Work in foundation a	and plinth in	cement s	sand m	ortar (1:6)
2.50 Cft	@ Rs. 119	48.36	P% Cft	Rs. 2	2, 10,590-0
			1/P/57)		, ,
0.00 Cft	@ Rs. 228		P% Cft	Rs.	70,231-0
⊕ € Work i/c	all labour and material	except the cos	st f steel rei	nforcem	ent and its
er san for bending a	and biding which will be p	paid separately	. This rate al	so includ	des all kinds
e ibis moulds lift	ting shuttering curing re	ndering and fir	nishing the	exposed	surface i/c
cening and wash	ing of shingle (a) R.C wo	rk in roof slab	members la	id in situ	or precast
and in position com	plete in a respect (i) Rat	io 1:2:4 90 lbs	cement 2 cf	ft sand 4	cft shingle
″ to ¼″ gauge. <u>(G</u>	i.S.I – 1-6/P/17)				
- CO Ct	@ Rs. 337	.00	P. Cft	Rs.	40,440-0
disseation of m	aild steel reinforcement f	or cement con	crete i/c cut	tting ber	iding laying
sition making jo	oints and fastening i/c co	st of binding w	vire alo inclu	des rem	oval of rust
. bars (G.S.1-7)	(ii)(a)P/19)				
1 NR CWt	@ Rs. 500	1.70	P. Cwt	Rs.	16,906-0

Cement concrete plain i/c Placing compacting finishing and curing complete i/c washing of stone aggregate without shuttering Ratio coming and (a.5.) 1-5 P/17) @ Rs. 14429.25 P% Cft 135.11 Cft Rs. 19,495-0 Supplying & Fixing M.S Irion Board Size (3.0x3.50)(Approved Rate) @ Rs. 4000.00 P. Each Rs. 4,000-0 G. Total: -Rs. 5, 81,677-0 HOCK Farrow Pit excavation undressed lead up to 100 ft ordinary soil (G.S.I = 3/P/1) @ Rs. 2117.50 P%0Cft Rs. 21,736-0 Earth Work compaction (soft, ordinary of hard soil) laying earth n 6" thick layers wiling and dressing etc ompleted (G.S.I – 3/P/4) P%0Cft Rs. 4,779-0 300 00 Cft @ Rs. 354.00 stra lead for every 50' ft additional lead or part thereof. @ Rs. 5039.00 P%0Cft Rs. 51,725-0 ⊇ 55.00 Cft coment concrete ricks or stone ballest $\frac{1}{2}$ " to 2" gauge Ratio 1:4:8 (G.S.I – 4/P/17) @ Rs. 9416.25 P% Cft Rs. 1, 79,664-0 29.70.00 Cft 05. C.C Plain Ratio 1:4:8 Rs. 3, 24,658-0 250,00 Cft @ Rs. 14429.25 P% Cft Erection and removal of centering for RCC or Plain C.C Work or deodars wood (2nd >g(b)for partal wood (vertical) @ Rs. 3127.41 P% Sft Rs. 7,037-0 Rs. 6, 89,599-0 Total: -**GENERAL ABSTRACT** Rs. 5, 81,677-0 01. **CC Drains** Rs. 6, 89.599-0 CC Blocks G. Total: -Rs. 12, 71,276-0

ONDITIONS

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

inatractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

SIANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF WORK

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

NIT SR: NO: <u>07</u> 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 given 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)

- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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)

BIDDING DATA

NAME	OF CONTRACTOR:-			
	(This section should be filled in by the Executive / Procur	ring Agency before issuance	e of the Bidding Documents)	
Α	Name of Procuring Agency Brief Description of Work	Town Committee Warah. Construction of CC Drain, CC Block in Ward No. 07. Town Warah.		
B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to	Town Warah, Taluka Warah Rs: 2.000 (million) 02% 60 Days (Not more than Sixty Days)		
G H	10%) Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm		
١	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 of	
Μ	D.R No:	No:		
N	Rate Quoted by Contractor	Part A		
	(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 incharge 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:-
- 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)

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

- 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.
- 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)

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

- 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 them 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)

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 a 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, bushwood 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)

Glause-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 form 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.
- 5) 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 from the monthly payments on actual consumption basis, but not less than period more than three months (even if unutilized)

(CONTRACTOR)

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 have 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)

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	
				,		
		rately				
! - !		Attached Separately				
!		Attache				
i						
!			:			
			Amount	Total (A)		

% above / below on the Rates of CSR.

Amount to be added / deducted on the basis of premium quoted ${f Total\ Part\ B}$

Total Part A+B in words and figures.

(CONTRACTOR)

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
:	ļ				
	 			<u> </u>	
	!	Attached Separately			
!		Sepa			
; j		ched			
İ		Atta			
i :	ļ				

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

Construction of C. C. drains & C.C blocks, in Ward No. 07 Town Warah at workt

Own Source (O.Z.T Share) and A/Ci SHY: S. No. Item of work Rate Unit **Amount** - CC DRAINS excavation in foundation of building bridges and other structures i/c dag belling wing refilling around the structures with excavated Earth Watering ramming up to 5ft an ordinary Soil (G.S.I – 18/P/4) @ Rs. 3176.25 35.00 Cft P%0Cft Rs. 10.275-0 Coment Concete plain i/c placing Compacting finishing and curing complete i/c weening and washing of stone aggregate without shuttering Ratio 1:4:8 (G.S.I - 5/P/17) ED Oft @ Rs. 11288.75 P% Cft Rs. 84,440-0

explanation of Standard Open Type Drains Connuttee block of C.C 1:2:4 cost of situ to wage profile i/c cost of mould as per drawing i/c supplying floating cost of cement To hick to expose surface faces finished smooth curing complete as per drawing Sen (P.H.S.I - 1 No. DP/44)

P. Rft 47,000-0 75.000 Rft. @ Rs. 94.00 Rs. @ Rs. 174.00 P. Rft Rs. 78,300-0 95.00 Rft. Pacca Brick Work in foundation and plinth in cement sand mortar (1:6)

-4/P/24

@ Rs. 11948.36 P% Cft Rs. 2, 10,590-0 -1.50 Cft Toment Plaster (1:4) up to 20' height $\frac{1}{2}$ " thick (G.S.I – 11/P/57)

@ Rs. 2283.93 P% Cft 70,231-0 35.00 Cft

C.C Work i/c all labour and material except the cost f steel reinforcement and its atter bending and biding which will be paid separately. This rate also includes all kinds was moulds lifting shuttering curing rendering and finishing the exposed surface i/c and washing of shingle (a) R.C work in roof slab members laid in situ or precast ar position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle

こしる者" gauge. **(G.S.I – 1-6/P/17)**

P. Cft 40,440-0 @ Rs. 337.00 Rs. 24.00 Cft

Labrication of mild steel reinforcement for cement concrete i/c cutting bending laying costion making joints and fastening i/c cost of binding wire alo includes removal of rust - Hadis (G.S.I – 7 (ii)(a)P/19)

@ Rs. 5001.70 P. Cwt Rs. 16,906-0 1.5

cement	cond	crete plain	i/c	Placing	compacting	finishing	and curi	ng c	omplete	: i/c
· 111165	and	washing	of	stone	aggregate	without	shutterin	g F	Ratio 1	:2:4
7.i 1-5 P/	(17)									
255.11 Cft				@ Rs. 1	L4429.25	Р%	Cft	Rs.	19,49	5-0
👵 Supplyin	Supplying & Fixing M.S Irion Board Size (3.0x3.50)(Approved Rate)									
. A. No				@ Rs. 4	1000.00	P. E	Each	Rs.	4,00	0-0
						G.	Total: -	Rs.	5, 81,67	7-0
BLOCK										
Barrow P	it exc	avation und			up to 100 ft	•		3/P/	<u>/1)</u>	
265.00 Cft				_	2117.50		0Cft	Rs.	21,73	
- 2. Farth W		,	•	-	•	soil) layin	ig earth r	6"	thick la	yers
loweling and		ing etc omp								
±3500.00 Cft				@ Rs. 3			0Cft	Rs.	4,77	9-0
The Extra lead for every 50' ft additional lead or part thereof.										
.2755.00 Cft				_	5039.00		0Cft	Rs.	51,72	5-0
	concre	ete ricks or			t ½" to 2″ gau	-				
93.00 Cft				@ Rs. 9	9416.25	Р%	Cft	Rs.	1, 79,66	54-0
. C.C Plain	Ratio	1:4:8								
220.00 Cft				_	14429.25	Р%			3, 24,65	
				tering fo	or RCC or Pla	ain C.C W	ork or de	odar	s wood	(2"
ass)(b)for p	partal	wood (vert						_		
725.00 Cft				@ Rs. 3		P%	Sft	Rs.		
						Total: -		Rs.	6, 89,59	9-0
			GE	NER/	AL ABSTR	ACT				
()).		CC Drain	S					Rs.	5, 81,67	7-0
()2.		CC Block	S					Rs.	6, 89,59	9-0
						G . 1	Гotal: -	<u>Rs.</u> 1	12, 71,27	<u> 6-0</u>

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

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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: <u>08</u> 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.

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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.

(CONTRACTOR)

- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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.
- High 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)

BIDDING DATA

NAME	OF CONTRACTOR:-					
	(This section should be filled in by the Executive / Procur	ing Agency before issuance of the Bidding Documents)				
Α	Name of Procuring Agency Brief Description of Work	Town Committee Warah. Construction of CC Drain, CC Block in Ward No. 08. C Town Warah.				
B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	Town Warah, Taluka Warah Rs: 2.000 (million) 02%				
E F	Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days)				
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm				
1	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				
М	D.R No:	No: Dated				
N	Rate Quoted by Contractor	Part A Part B				

(CONTRACTOR)

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 incharge 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:-
- 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)

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

- 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.
- 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)

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

- 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 them 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)

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 at 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, bushwood 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)

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 form 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 matructions, 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)

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)

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
:					
:		ately			
		Separ		 	
ļ !		Attached Separately		· ·	
		At			
; ;			 		

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)

BILL OF QUANTITIES

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

ltem#	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
		tely			
		Separately			
		S P			
:		Attached			
:		Att	 		
			:		

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

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

er ad of A/C: -	Own Source (O.Z.T Sha	are)				
ξετγ: S. No.	Item of work	Rate	Unit	!	Amount	
PART - I CC DRAINS		l .	I	!	,	
has Excavation in f	oundation of building brid	dges and oth	er structure	es i/c	dag belling	
ing refilling arou	und the structures with exc	cavated Earth	Watering r	ammii	ng up to 5ft	
andinary Soil <u>(G</u>	.S.I – 18/P/4)					
. 198. 00 Cft	@ Rs. 3176.2 !		P%0Cft	Rs.	10,275-0	
	e plain i/c placing Compa	acting finishi	ng and cur	ing co	•	
are ening and washin	ng of stone aggregate witho	ut shuttering	Ratio 1:4:8	(G.S.I	- 5/P/17)	
%8.30 Cft	@ Rs. 11288.7	75	P% Cft	Rs.	84,440-0	
Construction of S	tandard Open Type Drains (Connuttee bl	ock of C.C 1	:2:4 co	st of situ to	
er design profile i/c	cost of mould as per draw	wing i/c supp	lying floatir	ng cost	t of cement	
21" thick to expo	ose surface faces finished	smooth curi	ng complet	e as p	per drawing	
дін. <u>(Р.Н.S.I – 1 No</u>	o. DP/44)					
/0.00 Rft.	@ Rs. 94.00		P. Rft	Rs.	47,000-0	
439.00 Rft.	@ Rs. 174.00		P. Rft	Rs.	78,300-0	
in Pacca Brick W	ork in foundation and	plinth in	cement sai	nd m	ortar (1:6)	
-4/P/24)						
32.50 Cft	@ Rs. 11948.3		P% Cft	Rs. 2	2, 10,590-0	
	:4) up to 20' height ½" thicl					
7.5.00 Cft	@ Rs. 2283.9 3		P% Cft	Rs.	70,231-0	
	II labour and material exce					
· ·	nd biding which will be paid					
	ng shuttering curing rende		•	•		
•	ng of shingle (a) R.C work in				•	
	lete in a respect (i) Ratio 1	:2:4 90 IDS CE	ement 2 cit	sand 4	FCR Shingle	
50 M" gauge. <u>(G.S</u>	@ Rs. 337.00	1	P. Cft	De	40,440-0	
00 Cft	G			Rs.	•	
I abrication of mild steel reinforcement for cement concrete i/c cutting bending laying an absilion making joints and fastening i/c cost of binding wire alo includes removal of rust						
a hars (G.S.I – 7 (ii		i binding will	c aro meraut	JJ 1 C111	Oval Of Tast	
	@ Rs. 5001.70) 1	P. Cwt	Rs.	16,906-0	
	-				•	

(a) Cement						_	complete i/c
.,		hing of	stone	aggregate	without	shuttering	Ratio 1:2:4
E.S.1 1–5 P.	<u>/17)</u>						
415.11 Cft			_	14429.25		Cft R	s. 19,495-0
	ig & Fixing	M.S Irion		ze (3.0x3.50) (
as. No			@ Rs.	4000.00		ach <u>R</u>	
					G.	Total: - R	5. 5, 81,677-0
BLOCK							
		ion undre		l up to 100 ft	•		 _
455. 00 Cf			_	2117.50		OCft R	,
					soil) layin	ig earth n 6	" thick layers
	dressing e	tc omple					
-300.00 Cf			@ Rs.			OCft R	s. 4,779-0
	-	/ 50' ft ac		ead or part th			
10265.00 C f			_	5039.00		OCft R	•
	concrete ri	cks or sto		t ½" to 2" gau	_		
70.00 Cft			@ Rs.	9416.25	P%	Cft R	5. 1, 79,664-0
e. C.C Plain	Ratio 1:4:	8					
50 00 Cft			_	14429.25	Р%		s. 3, 24,658-0
				or RCC or Pl	ain C.C W	ork or deod	ars wood (2 nd
ess)(b)for p	partal woo	d (vertica	•				
225. 00 Cft			@ Rs.	3127.41	Р%		s. 7,037-0
					Total: -	Rs	6. 6, 89,599-0
		9	GENER.	AL ABSTR	<u>ACT</u>		
01.	CC	Drains				Rs	5, 81,677-0
02.	CC	Blocks				Rs	. 6, 89,599-0
					G. 1	rotal: - Rs	. 12, 71,276-0

ONDITIONS

- 11. No cartage of any material will be paid separately.
- 02. No premium will be allowed on Non schedule items.
- 33 Work shall be carried out as per TMA Specifications.
- ()/4 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.

- entractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

SANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF WORK

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

NIT SR: NO: <u>09</u> 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 given 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.

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(CONTRACTOR)

- 6. The works shall be measured by standard instructions according to the rules.
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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)

BIDDING DATA

MA	E OF CONTRACTOR:-			
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the Bidding Documents)		
Α	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 C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	Town Warah, Taluka Warah Rs: 2.000 (million) 02%		
E F	Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days)		
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm		
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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		
N	Rate Quoted by Contractor	Part A Part B		
	(CONTRACTOR)	ENGINEER		

TOWN COMMITTEE WARAH

4

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 incharge 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 doem fit:-
- 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)

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

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

- 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 them 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)

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)

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 form 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)

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)

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
:			:		
		<u>></u>			
		Separately			İ
i : :		S S D			
:		Attached			
		At		i	
!				ļ	

Amount Total (A)

% above / below on the Rates of	CSR.
Amount to be added / deducted on the basis of p	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
	<u>\$</u>			
i	Attached Separately			İ
;	ω « T			\$
	achec			
	Atta			
			i e	
		1 1		i

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

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

Own Source (O.7.T Share)

ad of A/C: - Own Source (O.Z.T Share)							
City: S. No.	Item of work	Rate	Unit	Amount			
		1	•				
61. Excavation in	foundation of building brid	dges and oth	er structures	i/c dag belling			
dressing refilling are	ound the structures with exc	cavated Earth	Watering rar	mming up to 5ft			
ൺ in ordinary Soil (വ	G.S.I – 18/P/4)						
25.0 0 Cft	@ Rs. 3176.2	5	P%0Cft	Rs. 10,275-0			
Firment Conce	te plain i/c placing Compa	acting finishin	ng and curin	ig complete i/c			
werening and washi	ing of stone aggregate witho	ut shuttering	Ratio 1:4:8 <u>(G</u>	6.S.I - 5/P/17			
. 98. 00 Cft	@ Rs. 11288.	7 5 I	P% Cft	Rs. 84,440-0			
at Construction of	Standard Open Type Drains	Connuttee blo	ock of C.C 1:2	:4 cost of situ to			
design profile i/	c cost of mould as per drag	wing i/c supp	lying floating	cost of cement			
" thick to exp	pose surface faces finished	smooth curi	ng complete	as per drawing			
esign. (P.H.S.I – 1 N	No. DP/44)						
30.00 Rft.	@ Rs. 94.00	i	P. Rft	Rs. 47,000-0			
4.40.00 Rft.	@ Rs. 174.00	I	P. Rft	Rs. 78,300-0			
on Pacca Brick	Work in foundation and	plinth in o	cement sand	d mortar (1:6)			
S.1 - 4/P/24)							
37. 50 Cft	@ Rs. 11948.3	36 I	P% Cft	Rs. 2, 10,590-0			
Jement Plaster ((1:4) up to $20'$ height $%''$ thic	k <u>(G.S.I – 11/</u> F	P/57 <u>)</u>				
1900 Cft	@ Rs. 22 83.93	3 1	P% Cft	Rs. 70,231-0			
R.C.C Work i/c	all labour and material exce	ept the cost f	f steel reinfo	rcement and its			
asour for bending and biding which will be paid separately. This rate also includes all kinds							
sections moulds lifting shuttering curing rendering and finishing the exposed surface i/c							
essening and washing of shingle (a) R.C work in roof slab members laid in situ or precast							
al in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle							
+ ∃" (o ½" gauge. (G.S.I – 1-6/P/17)							
198. 90 Cft	@ Rs. 337.00	I	P. Cft	Rs. 40,440-0			
	aild steel reinforcement for o	cement concr	ete i/c cutting	g bending laying			
an position making jo	oints and fastening i/c cost c	of binding wire	e alo includes	removal of rust			
4 om bars (G.S.I – 7)	(ii)(a)P/19)						
8 Cwt	@ Rs. 5001.70)	P. Cwt	Rs. 16,906-0			

** Cement cor	ncrete plain i/c	Placing	compacting	finishing	and curing	complete i/c	
erroing and	washing of	stone	aggregate	without	shuttering	Ratio 1:2:4	
11-5 P/17)							
JAJ21 Cft		_	14429.25	Р%		i. 19,495-0	
Supplying & F	ixing M.S Irion E		_	Approved	Rate)		
en No		@ Rs. 4	4000.00	P. E	ach <u>Rs</u>	4,000-0	
				G. 7	rotal: - Rs	5, 81,677-0	
CC BLOCK							
11. Barcow Pit ex	cavation undres		•	ordinary so	oil (G.S.I – 3/	P/1)	
∂265. 00 Cft			2117.50		OCft Rs	•	
	compaction (so			soil) layin	g earth n 6	" thick layers	
	sing etc <mark>omplete</mark>						
100.00 Cft		@ Rs. 3			OCft Rs	. 4,779-0	
Tallead for	every 50' ft add		•	ereof.			
10265.00 Cft		@ Rs. 5			OCft Rs	•	
M. Cement conci	rete ricks or ston					<u>4/P/17)</u>	
790.00 Cft		@ Rs. 9	416.25	P %	Cft Rs	. 1, 79,664-0	
C.C Plain Ratio	0 1:4:8						
2250.00 Cft			.4429.25	Р%		. 3, 24,658-0	
Exection and removal of centering for RCC or Plain C.C Work or deodars wood (2 nd)							
ss)(b)for parta	l wood (vertical)						
325.00 Cft		@ Rs. 3	3127.41	Р%	Sft Rs	<u>. 7,037-0</u>	
			-	Total: -	Rs	. 6, 89,599-0	
GENERAL ABSTRACT							
2.4 2.4 3.4	CC Drains				Rs	. 5, 81,677-0	
6 ⁷ .	CC Blocks				<u>Rs.</u>	6, 89,599-0	
				G. T	otal: - Rs	. 12, 71,276-0	

ONDITIONS

- 01. No cartage of any material will be paid separately.
- 32. No premium will be allowed on Non schedule items.
- 03. Work shall be carried out as per TMA Specifications.
- 34. 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.

intractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



WORRICT KAMBER-SHAHDADKOT

SAMPARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR		
VANIE OF CONTRACTOR		

NAME OF WORK

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

NIT SR: NO: <u>10</u> 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 given 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.

- 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)

- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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)

BIDDING DATA

MAV	E OF CONTRACTOR:-					
	(This section should be filled in by the Executive / Procu	ring Agency before issuan	ce of the Bidding Documents)			
Α	Name of Procuring Agency Brief Description of Work	Town Committee Wara Construction of CC Dr. Town Warah.	h. rain, CC Block in Ward No. 10. Of			
B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:-	Town Warah, Taluka Warah Rs: 2.000 (million)				
_	(Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) Period of Bid Validity (days)		n Civty Dayo)			
E F	Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days) to				
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% 07-03-2016, 2:00 pm	6 Security Deposit			
1	Venue, Time and Date of Bid Opening	Town Committee Wara	ah 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)

CONDITIONS OF CONTRACT

Chause-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 incharge 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.

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 - 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
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(CONTRACTOR)

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

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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The 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.

(CONTRACTOR)

- (i) 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 them only he shall allow him that rate after approval from higher anthority.
- 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 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:

- a) 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)

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.

Ciause-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, bushwood 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)

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 form 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)

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.

Chause-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)

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	
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i	,	Attached Separately				
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!		Attach				
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Amount Total (A)

Total Part A+B in words and figures.
Amount to be added / deducted on the basis of premium quoted Total Part B
% above / below on the Rates of CSR.

(CONTRACTOR)

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
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Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

1.58 Cwt

Name of work: - Construction of C. C. drains & C.C blocks, in Ward No. 10 Town Warah

Own Source (O.7.T Share)

wn Source (O.Z.T SI	nare)		
Item of work	Rate	Unit	Amount
	:	l	l i
undation of building br	ridges and oth	ner structure	s i/c dag belling
nd the structures with e	xcavated Earth	n Watering ra	imming up to 5ft
5.I - 18/P/4)			
@ Rs. 3176.	25	P%0Cft	Rs. 10,275-0
plain i/c placing Com	pacting finishi	ng and curi	ng complete i/c
of stone aggregate with	nout shuttering	Ratio 1:4:8 (G.S.I – 5/P/17)
@ Rs. 11288	3.75	P% Cft	Rs. 84,440-0
ındard Open Type Drain	s Connuttee bl	ock of C.C 1:2	2:4 cost of situ to
cost of mould as per dr	awing i/c supp	olying floating	g cost of cement
se surface faces finishe	d smooth curi	ng complete	as per drawing
DP/44)			
_			Rs. 47,000-0
			Rs. 78,300-0
ork in foundation and	d plinth in	cement san	d mortar (1:6)
© D- 11040	2.0	D0/ Cft	D. 3 10 500 0
_			Rs. 2, 10,590-0
			Rs. 70,231-0
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	2-		
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i – 1-6/P/17)			
	0	P. Cft	Rs. 40,440-0
steel reinforcement for	cement concr	ete i/c cuttin	g bending laying
ts and fastening i/c cost	of binding wir	e alo include:	s removal of rust
(a)P/19)			
	undation of building broad the structures with each of the structures with each of the structures with each of stone aggregate with @ Rs. 11288 and and Open Type Drains cost of mould as per drain se surface faces finished ork in foundation and @ Rs. 174.00 ork in foundation and @ Rs. 11948 and material ex biding which will be paid as shuttering curing rend of shingle (a) R.C work the in a respect (i) Ration 1-1-6/P/17) @ Rs. 337.00 steel reinforcement for the sand fastening i/c cost	undation of building bridges and other the structures with excavated Earth (3.1 – 18/P/4) @ Rs. 3176.25 plain i/c placing Compacting finishing of stone aggregate without shuttering @ Rs. 11288.75 Indard Open Type Drains Connuttee blacost of mould as per drawing i/c suppose surface faces finished smooth curic DP/44) @ Rs. 94.00 @ Rs. 174.00 ork in foundation and plinth in @ Rs. 11948.36 If up to 20' height ½" thick (G.S.I – 11/2) @ Rs. 2283.93 Ilabour and material except the cost biding which will be paid separately. The shingle (a) R.C work in roof slab material except (i) Ratio 1:2:4 90 lbs content in a respect (ii) Ratio 1:2:4 90 lbs content in a respect (iii) Ratio 1:2:4 90 lbs content in a respect (iiii) Ratio 1:2:4 90 lbs content in a respect (iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	Item of work Rate Unit undation of building bridges and other structure and the structures with excavated Earth Watering rates. I = 18/P/4) @ Rs. 3176.25 P%0Cft plain i/c placing Compacting finishing and curi of stone aggregate without shuttering Ratio 1:4:8 (@ Rs. 11288.75 P% Cft undard Open Type Drains Connuttee block of C.C 1:2 cost of mould as per drawing i/c supplying floating as surface faces finished smooth curing complete DP/44) @ Rs. 94.00 P. Rft @ Rs. 174.00 P. Rft ork in foundation and plinth in cement san @ Rs. 11948.36 P% Cft I) up to 20' height ½" thick (G.S.I – 11/P/57) @ Rs. 2283.93 P% Cft Ilabour and material except the cost f steel reinforbiding which will be paid separately. This rate also g shuttering curing rendering and finishing the exp of shingle (a) R.C work in roof slab members laid in the in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft s II – 1-6/P/17) @ Rs. 337.00 P. Cft Steel reinforcement for cement concrete i/c cuttin ts and fastening i/c cost of binding wire alo includes

@ Rs. 5001.70

P. Cwt Rs. 16,906-0

OB. Cement of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the con	**		cting finishing ar ate without sh	-	complete i/c Ratio 1:2:4
33.31 Cft	_1	@ Rs. 14429.2	5 P% Cf	t Rs	. 19,495-0
i impolyi ng i	& Fixing M.S Irion	_		te)	•
Aito		@ Rs. 4000.00	P. Eac	h <u>Rs</u>	. 4,000-0
			G. Tot	al: - Rs	. 5, 81,677-0
BLOCK					
61 Barrow Pit	excavation undre	ssed lead up to 1	00 ft ordinary soil	(G.S.I – 3/	P/1)
⊒265.00 Cft		@ Rs. 2117.50	P%0C	ft Rs	. 21,736-0
Earth Wo	rk compaction (so	oft, ordinary of	hard soil) laying	earth n 6	" thick layers
ecting and dr	ressing etc omplet	ed (G.S.I – 3/P/4)		
3500.00 Cft		@ Rs. 354.00	P%0C	ft Rs	. 4,779-0
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265.00 Cft		@ Rs. 5039.00	P%0C	ft Rs	. 51,725-0
ом Cement co	ncrete ricks or sto	ne ballest ½" to 2	2" gauge Ratio 1:4:	8 (G.S.I – 4	4/P/17)
2470.00 Cft		@ Rs. 9416.25	P% Cf	t Rs	. 1, 79,664-0
. ∈∈ Plain R	atio 1:4:8				
FOLGO Cft		@ Rs. 14429.2	5 P% Cf	t Rs	. 3, 24,658-0
erection a	nd removal of ce	ntering for RCC	or Plain C.C Work	or deoda	ars wood (2 nd
\dots ;(b)for pa	rtal wood (v <mark>ert</mark> ical)			
23.00 Cft		@ Rs. 3127.41	P% Sft	: Rs	. 7,037-0
			Total: -	Rs	. 6, 89,599-0
	<u>C</u>	SENERAL AB	STRACT		
01.	CC Drains			Rs	. 5, 81,677-0
()2.	CC Blocks			Rs	6, 89,599-0
			G. Tot	al: - <u>Rs</u>	. 12, 71,276-0

ONDITIONS

- 01. No cartage of any material will be paid separately.
- 32. No premium will be allowed on Non schedule items.
- OB. 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.

antractor

Administrator
Town Committee Warah

OFFICE OF THE TOWN COMMITTEE WARAH



DISTRICT KAMBER-SHAHDADKOT

SIMNOARD BIDDING DOCUMENT PROCUREMENT OF WORKS

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NAME OF WORK

CONSTRUCTION OF CC DRAINS, CC BLOCK IN BY PASS ROAD FROM PUNNA MINOR UPTO TUNIO ROAD, VIA CIVIL HOSPITATL, 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 given 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.

- 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)

- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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)

BIDDING DATA

VAIVII	E OF CONTRACTOR:-	
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the Bidding Documents)
Α	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 C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount	Town Warah, Taluka Warah Rs: 4.500 (million) 02%
E F	/ Estimated cost, but not exceeding 5%) Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to	60 Days (Not more than Sixty Days)
G H	10%) Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 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
М	D.R No:	No: Dated
		Rs:
N	Rate Quoted by Contractor	Part A
		Part B

ENGINEER TOWN COMMITTEE WARAH

4

(CONTRACTOR)

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 incharge 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:-
- 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)

The event of any of the above courses being adopted by the Executive Engineer / Procuring Tomas with a contractor shall have

- 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.
- 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.

Liberaring 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 aste 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 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 captive Engineer, in this matter shall be final; where time has been extended under this or any macretause 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 mirract 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 atrict accordance with the specifications lodged in the office of the Executive Engineer, and initialed 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 asstructions as aforesaid.

- DMTRACTOR)

Dianse-7 Payments

Interim I Running Bill. A bill shall be submitted by the contractor as the progress of the work pary 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 purpose of having the same verified and the claim, as for as admissible, adjusted, if possible extere the expiry of ten days from the presentation of the bill at any time depute a subordinate to expand up the said work in the presence of the contractor or his authorized agent, whose exteresignature 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 comment only and not as payments for work actually done and completed, and shall not preclude the degineer-In-Charge from recoveries from final bill and ratification of defects and unsatisfactory as sof works pointed out to him during defect liability period.

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 stall amount payable for the works shall be final and binding on all parties.

Crause-8 Reduced Rates. In cases where the items of work are not accepted as so completed, the congineer-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.

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

CONTRACTOR)

controls the nature of the work in the variation does not correspond with items in the Bill of stabilities, the quotation by the contractor is to be in the form of new rates for the relevant items of walk and if the Engineer-In-Charge is satisfied that the rate quoted is within the rate worked out by controlled rate analysis, and them only he shall allow him that rate after approval from higher satisfied.

- The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- In case of quantities of work executed result the Initial contract price to be exceeded by more than the and then Engineer can adjust the rates for those quantities causing excess the cost of contract to contract and 15% after approval of Superintending Engineer.
- 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.

— ...se-10: Quality Control.

- dentifying Defects: If at any time before the security deposit is refunded to the contractor / during efect 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.
- (a) Correction of Defects; The contractor shall be bound forthwith to rectify or remove and reconstruct work so specified in whole or in part as the case may require. The contractor shall correct the confided defect within the Defects Correction Period mentioned in notice.

encorrected Defects:

the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days contract of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the experience of the case may be at the risk expense in all respects of the contractor.

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

CONTRACTOR)

- hispection of Operations. The Engineer and his subordinates, shall at all responsible times have to the site for supervision and inspection of works under or in course of execution in pursuance contract and the contractor shall afford every facility for and every assistance in obtaining the contract such access.
- B) Dates for Inspection and Testing. The Engineer shall give the contractor responsible notice of the election of the Engineer-In-Charge or his subordinate to visit the work shall have been given to the electron, then he either himself be present to receive orders and instructions, or have a responsible as a duly accredited in writing present for that purpose, orders given to the contractor's duly electron shall be considered to have the same force an effect as if they had been given to the electron himself.

Classe-12 Examination of work before covering up.

part of the works shall be covered up or put out of view / beyond the reach without giving notice from less than five days to the Engineer, whenever any such part of the works or foundations is or are about to be ready for examination and the Engineer shall, without delay, unless he considers enacessary and advises the contractor accordingly, attend for the purpose of examining and examining such part of the works or of examining such foundations.

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

A 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, bushwood 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 extensionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

: INTRACTOR)

contracting. The contractor shall not subcontract the whole of the works, except concer other wise provided by the contract. The contractor shall not subcontract any part of the works exhibited the prior consent of the Engineer. Any such consent shall not relieve the contractor form any being, or obligation under the contract and he shall be responsible for the acts, defaults and neglects and subcontractor, his agents, servants or workman as if these acts, defaults or neglects were those contractor, his agents servants or workman. The provisions of this contract shall apply to such a contractor 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 seasoably 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 seasoat upon all questions relating to the meaning of the specifications, designs, drawings, and a tractions hereinbefore mentioned and as to the quality of workmanship or materials used on the season any other questions specifications, estimates, instructions, orders or these conditions or which concerning the works, or the execution, of the failure to execute the same, whether arising the progress of the work, or after the completion or abandonment thereof.

statise-17 Site Clearance. On completion of the work, the contractor shall be furnished with a partificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, at another such certificate shall be given nor shall the work be considered to be complete until the accorder shall have removed all temporary structures and materials brought at site either for use or apparation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the according to 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 contractor's retention money. The contractor shall have no claim in respect of any surplus materials at attrestical except for any sum actually realized by the sale thereof.

The Use-18 Financial Assistance / Advance Payment

bilization Advance is not allowed.

accured Advance against material brought at site.

consumed 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 between and definitely not for full quantities of materials for the entire work / contract. The sum payable was such materials on site shall not exceed 75% of the market price of materials.

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

ONTRACTOR)

Recovery as arrears of Land Revenue. Any sum due to the Government by the state shall be liable for recovery as arrears of Land Revenue.

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

NIRACTOR)

BILL OF QUANTITIES

A scaption and Rate of Items based on Composite Schedule of Rates

12 m #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
:				 	
		<u>></u>		 	
	!	Separately			!
	:		 		
		Attached	 		
	 - -	¥¥	! 	į	i I
			; 	:	i i
			ĺ	ł	I

Amount Total (A)

% above / below on the Rates of CSR.

at that to be added / deducted on the basis of premium quoted Total Part B

wattat Part A+B in words and figures.

...ONTRACTOR)

BILL OF QUANTITIES

excription and Rate of Items based on Market (Offered Rates)

1 - 1 # F	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
	:				
		Separately			
!		Sepa	!		:
		Attached			:
	:	Atta		:	
	:		:		

Amount Total (B)

UNTRACTOR)

SCHEDULE 'B'

. of work: -

Construction of C. C. drains & C.C blocks, in by pass upto Tunia Road, Via Civil Hospital, via Girls School Town Warah

d of N/C.

Own Source (O.7 T Share)

aread of A/C:	Own Source (O.Z.T Sha	re)			
Oty: S. No.	Item of work	Rate	Unit		Amount
PART - I CC DRAINS		1	•	1	ı
excavation in	foundation of building bridge	ges and othe	er structure	es i/c	dag belling
besing refilling are	ound the structures with exca	avated Earth	Watering r	ammir	ng up to 5ft
(b) in ordinary Soil (G.S.I – 18/P/4)				
. = 10.00 Cft	@ Rs. 3176.25	F	%0Cft	Rs.	21,980-0
. Cement Conce	te plain i/c placing Compa	cting finishir	ng and cur	ing co	omplete i/c
exeming and wash	ing of stone aggregate withou	it shuttering	Ratio 1:4:8	(G.S.I-	- 5/P/17)
00 Cft	@ Rs. 11288.7	5 F	% Cft	Rs.	1, 80,056-0
ea. Construction of	Standard Open Type Drains C	onnuttee blo	ck of C.C 1:	2:4 co	st of situ to
the design profile i	c cost of mould as per draw	ring i/c supp	ying floatin	ig cost	of cement
1/321" thick to exp	oose surface faces finished :	smooth curir	ng complet	e as p	er drawing
नान्त्रांgn. <u>(P.H.S.I – 1 N</u>	No. DP/44)				
.000. 00 Rft.	@ Rs. 94.00	F	. Rft	Rs.	94,000-0
90 .00 Rft .	@ Rs. 174.00	F	. Rft	Rs. 2	1, 74,000-0
www. Pacca Brick V	Work in foundation and	plinth in c	ement sar	nd m	ortar (1:6)
14.5.1 - 4/P/24					
7750.50 Cft	@ Rs. 11948.3		% Cft	Rs. 4	1, 48,064-0
	1:4) up to 20' height $\frac{1}{2}$ " thick				
55,00.00 Cft	@ Rs. 2283.93		% Cft		l, 48,455-0
·	all labour and material exce				
9	and biding which will be paid s				
	ring shuttering curing render	O .	-	•	
***	ing of shingle (a) R.C work in				
	plete in a respect (i) Ratio 1:2	2:4 90 lbs cei	ment 2 cft :	sand 4	cft shingle
= /8″ to ¼″ gauge. <u>(G</u>			. or.	_	70 770 0
0.00 Cft	@ Rs. 337.00		. Cft	Rs.	70,770-0
	ild steel reinforcement for ce			-	
	oints and fastening i/c cost of	pinaing wire	alo include	es rem	oval of rust
bars <u>(G.S.I – 7 (</u>		n	Curt	De	16.006.0
7.38 Cwt	@ Rs. 5001.70	Р	. Cwt	Rs.	16,906-0

Tement con	crete plain i/c	Placing	compacting	finishing	and curing	complete i/c
seening and	washing of	stone	aggregate	without	shuttering	Ratio 1:2:4
3.1.1-5 P/17)						
235. 76 Cft		@ Rs. 3	14429.25	P% (Cft Rs	34,019-0
na Supplying & F	ixing M.S Irion B	oard Siz	e (3.0x3.50) <u>(/</u>	Approved F	<u>Rate)</u>	
· No		@ Rs. 4	4000.00	P. Ea	ach <u>Rs</u>	4,000-0
				G. T	otal: - Rs	. 11, 92,249-0
<u> </u>						
. Barrow Pit ex	cavation undress		•	•		P/1)
±5330.00 Cft		_	2117.50	P%0		•
	compaction (so			soil) laying	g earth n 6	" thick layers
• •	si <mark>n</mark> g etc <mark>ompl</mark> ete					
H-0.00 Cft		@ Rs. 3		P%0	Cft Rs	. 11,417-0
	every 50' ft add		•			
130.90 Cft		_	5039.00	P%0		. 1, 27,638-0
	rete ricks or ston		_			
7095. 00 Cft		@ Rs. 9	9416.25	P% (Cft Rs	. 6, 68,085-0
ab. C.C Plain Ratio	0 1:4:8					
-375. 00 Cft		_	14429.25	P% (. 7, 75,572-0
	removal of cen	tering for	or RCC or Pla	ain C.C Wo	ork or deod	ars wood (2 ¹¹⁴
	l wood (vertical)				_	
TRO ON		@ Rs. 3		P% S		. 16,810-0
				T ot al: -	Rs	. 16, 53,158-0
	<u>G</u>	ENERA	AL ABSTR	<u>ACT</u>		
(11)	CC Drains				Rs	. 11, 92,249-0
(1) (1)	CC Blocks				Rs	. 16, 53,158-0
				G. To	otal: - <u>Rs</u>	. 28, 45,407-0

ONDITIONS

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

intractor

Administrator

Town Committee Warah

COMMITTEE WARAN



ASTRICT KAMBER-SHAHDADKOT

AND BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR	

NE 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 given aftermation on bid submission opening and evaluation, and on the award of contract.

Watters 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.
- 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)

- The works shall be measured by standard instructions according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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.
- High 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.
- 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.
- ©) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

BIDDING DATA

NAME	OF CONTRACTOR:-		
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the	Bidding Documents)
Α	Name of Procuring Agency Brief Description of Work	Town Committee Warah. Construction of Compound Wall (Hindu Massan) Of Town Warah.	
B C D	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) Period of Bid Validity (days) Security Deposit:-	Town Warah, Taluka Warah Rs: 1.000 (million)	
G H	(in % age of bid amount / estimated cost equal to 10%) Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 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	
К	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: Date	d
N	Rate Quoted by Contractor	Part A Part B	

(CONTRACTOR)

CONDITIONS OF CONTRACT

Crause-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 increase or of in sub-ordinate in-charge of the work. Failing such authority the contractor shall have no staim 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.

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 allow 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)

- (i) In the event of any of the above courses being adopted by the Executive Engineer / Procuring Adency the contractor shall have
 - 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.
 - 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

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(CONTRACTOR)

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 for as admissible, adjusted, if possible of ore 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.

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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 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.
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(CONTRACTOR)

- Option 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 them only he shall allow him that rate after approval from higher authority.
- The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (a) 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 be and 15% after approval of Superintending Engineer.
- Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject another contract to be tendered out if the works are separable from the original contract.

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- A) Identifying Defects: If at any time before the security deposit is refunded to the contractor / during Defect liability period mentioned in bid 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 cast 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 matified defect within the Defects Correction Period mentioned in notice.

Or Uncorrected Defects:

- 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 had not therefore.

(CONTRACTOR)

Ciause-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 matter to such access.
- By Dates for Inspection and Testing. The Engineer shall give the contractor responsible notice of the invention 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 pathorized agent shall be considered to have the same force an effect as if they had been given to the amazetor himself.

Chause-12 Examination of work before covering up.

- who part of the works shall be covered up or put out of view / beyond the reach without giving notice at 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) a 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 anything or allowance shall be made for such work, or for the materials with which the same was exampled.

Glause-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 as in progress or become apparent within three months of the grant of the certificate of completion, final attentions, the contractor shall make good the same at his own expense, or in default the Engineer cases are to be made good by other workmen, and deduct the expenses from retention aboney 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, bushwood grass, etc by fire the contractor shall take necessary measures to prevent such fire spreading to a other wise damaging surrounding property. The contractor is responsible for the safety of all its artificities including protection of the environment on and off the site. Compensation of all damage done intermionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

(CONTRACTOR)

Charse-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 form 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 or 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.

Charse-16 Disputes. All disputes arising in connection with the present contract, and which cannot be scaleably 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 decining 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 dicresaid except for any sum actually realized by the sale thereof.

Clause-18 Financial Assistance / Advance Payment

- At 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 seen sumed / 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 as in the monthly payments on actual consumption basis, but not less than period more than three anoths (even if unutilized)

(CONTRACTOR)

Chause-19 Recovery as arrears of Land Revenue. Any sum due to the Government by the Santractor 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 secovered in installments from his bills) shall be refunded to him after the expiry of three month from the last on which the work is complete.

(CONTRACTOR)

BILL OF QUANTITIES

An Description and Rate of Items based on Composite Schedule of Rates

(CONTRACTOR)

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.								

BILL OF QUANTITIES

supercription and Rate of Items based on Market (Offered Rates)

kem # Quantities	Description of Item to be executed at site	Rate	Unit	Amount	
	ately	; 	i		
	Separately	ļ			
<u> </u> 	y p e	į į			
	Attached	<u> </u> !			
	₹				
				 - -	
!]	

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

Construction of Compound Wall (Hindu Massan) -- a of work: Own Source (O.Z.T Share) and of A/C: Qty: S. No. Item of work Unit **Amount** Excavation in foundation of building bridges and other structures i/c dag belling are saing refilling around the structures with excavated Earth Watering ramming up to 5ft House ordinary Soil (G.S.I - 18/P/4) @ Rs. 3176.25 P%0Cft 5,489-0 ⇒28.00 **Cft** Rs. 62. Cement concrete bricks or stone ballest $\frac{1}{2}$ " to 2" gauge Ratio 1:4:8 (G.S.I – 4/P/17) @ Rs. 9416.28 P% Cft <32.00 Cft</p> 40,678-0 Rs. Cement Concrete plain i/c placing Compacting finishing and curing complete i/c pening and washing of stone aggregate without shuttering Ratio 1:3:6 (G.S.I – 5/P/18) NU.00 Sft @ Rs. 12595.00 P% Sft Rs. 2, 84,143-0 Lifection and removal of centering for RCC or Plain C.C Work or deodars wood 1 class (vertical) (G.S.I No. 18, P-19) @ Rs. 3127.41 12.00 Sft P% Sft Rs. 1, 41,109-0 A.C.C. Work i/c all labour and material except the cost f steel reinforcement and its smoon for bending and biding which will be paid separately. This rate also includes all kinds forms moulds lifting shuttering curing rendering and finishing the exposed surface i/c acceening 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. **(G.S.I – 6/P/16)** @ Rs. 337.00 P% Cft Rs. 23,674-0 -1.25 Cft Admiration of mild steel reinforcement for cement concrete i/c cutting bending laying anation making joints and fastening i/c cost of binding wire (also includes removal of est nom bars) (G.S.I – 8, P/16) @ Rs. 5001.70 P. Cwt Rs. 14,118-0 3. 62 Cwt ** Pacca Brick Work in other then building i/c stricking of joints upto 20 ft height in . c ment, sand, mortar (1:6) (G.S.I – 7/P/21) @ Rs. 12346.65 P% Cft 129.50 Cft Rs. 15,989-0

4. C. Lement Plaster (1:6) up to 20' height '%" thick (G.S.I – 11/P/58)

@ Rs. 2206.60

P% Sft

Rs.

35,548-0

31.00 Cft

Tement Pointing struck joint on walls (1:3) (G.S.I – 11/P/57)						
.6.00 Sft	@ Rs. 1213.58	P% Sft	Rs.	27,378-0		
**	steel grated door with 1/16 sq: bars 4" center to ce	•	_			
99 Sft	@ Rs. 726.72	P% Sft	Rs.	43,603-0		
NTING NEW SURFA	<u>CE</u>					
Preparing Surface and painting of door and window any type i/c Edges 3 coats (05) No. 05, P-6)						
120.00 Sft	@ Rs. 2116.41	P% Sft	Rs.	2,540-0		
White washing of tw	vo coats (GSI No. 26, P-55)					
-5,00 Sft	@ Rs. 829.95	P% Sft	Rs.	37,472-0		
olor washing of two coats (GSI No. 24, P-60)						
~ 57.00 Sft	@ Rs. 859.90	P% Sft	Rs.	33,252-0		

CONDITIONS

- Ot. No cartage of any material will be paid separately.
- 02. No premium will be allowed on Non schedule items.
- (3). 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.
- 75. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Contractor

Administrator
Town Committee Warah

Total: -

Rs. 7, 40,396/=

OFFICE OF THE TOWN COMMITTEE WARAM



OSTRICT KAMBER-SHAHDADKOT

ANDARD 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

section of the bidding documents should provide the information necessary for bidders to prepare appensive bids, in accordance with the requirements of the Procuring Agency. It should also given a formation 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.

- 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.
- The procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPPR Rule 2010.
- 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)

- 15. The works shall be measured by standard instructions according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 3. 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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.
- 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.
- ©) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

CONTRACTOR)

BIDDING DATA

NAM	E OF CONTRACTOR:-	
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the Bidding Documents)
A B C D	Name of Procuring Agency Brief Description of Work Procuring Agency Address Estimated Cost	Town Committee Warah. Providing & Installing of Solar System in Gartal. Town Warah, Taluka Warah Rs: 2.000 (million)
U	Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%)	02%
E F	Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days)
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 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
К	Liquidity damages:- (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%)	Nil
Ĺ	Call Deposit Receipt	No: Dated Amount Rs: of
M	D.R No:	No: Dated
N	Rate Quoted by Contractor	Part A
((CONTRACTOR)	ENGINEER

(CONTRACTOR)

CONDITIONS OF CONTRACT

Crause-1 Commencement and Completion Dates of work. The contractor shall not enter upon or examence any portion or work except with the written authority and instructions of the Engineer incharge 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 contracted 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 most 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.

(a) 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
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CONTRACTOR)

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

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CONTRACTOR)

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- (a) 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.

(1) Uncorrected Defects:

- the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days specified 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.
- in the Engineer, considers that rectification / correction of a defect is not essential and it may be apprented or made use of it shall be within his direction to accept the same at such reduced rates as he and in the time to be a such as the reduced rates.

(CONTRACTOR)

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 at the contract and the contractor shall afford every facility for and every assistance in obtaining the aght to such access.
- 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 approach 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 mostly or about to be ready for examination and the Engineer shall, without delay, unless he considers a managenessary and advises the contractor accordingly, attend for the purpose of examining and managenessary 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.

Glause-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 furing 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 away cause the same to be made good by other workmen, and deduct the expenses from retention cannot lying with the Engineer.

Charse-14 Measures for prevention of fire and safety measures. The contractor shall not set fire to 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, bushwood 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 autivities 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)

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 form any leastly or obligation under the contract and he shall be responsible for the acts, defaults and neglects subcontractor, his agents, servants or workman as if these acts, defaults or neglects were those accontractor, his agents servants or workman. The provisions of this contract shall apply to such accontractor or his employees as if he or it were employees of the contractor.

and set uctions. Hereinbefore mentioned and as to the quality of workmanship or materials used on the specifications, hereinbefore mentioned and as to the quality of workmanship or materials used on the specifications, orders or these conditions or the specifications, orders or these conditions or the specifications, orders or these conditions or the specifications, orders or these conditions or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specifications or the specification or abandonment thereof.

Crause-17 Site Clearance. On completion of the work, the contractor shall be furnished with a contificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, that pointer 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 acceptation 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.

Casuse-18 Financial Assistance / Advance Payment

- **Application Advance is not allowed.**
- Secured Advance against material brought at site.

Decured Advance may be permitted only against imperishable materials / quantities anticipated to be smattered / 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 to such materials on site shall not exceed 75% of the market price of materials.

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

(CONTRACTOR)

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 that the last date on which its final measurements are checked by a competent authority, if such check accessary 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)

BILL OF QUANTITIES

Description and Rate of Items based on Composite Schedule of Rates

from # Qua	ntities Descrip	otion of Item to be executed at sit	e 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							
Lotal Part A+B in words and figures.							

(CONTRACTOR)

BILL OF QUANTITIES

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

Dom #	Quantities	Description of Item to be executed at site	Rate	Unit	Amount
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Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

Providing & Installing of Solar System in Gartal

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

Oty:	S. No.	Item of work	Rate	Unit	Amount	
					! 	

- Supply and Installing of approved.
 - set a PV module with fixture/frame for 100 watts each etc.
 - amony 50 AH lithium Battery of equivalent VRLA Deep Cycle Gel battery complete.
 - WWW/70W LED (Bridgelex are equivalent) Surface monted device 7500 lumens etc.
- A Solar Charge Controller with automatic on/off and dimable option etc compete, which dip galvanized conical/octagonal pole Single Head 8 meter height, pole dia varies to inch at base upto 2.75 inch at top with 3 mm wall thickness including bracket, single base plate/foundation etc complete, (6) Nuts/Bolts/Hardware/Cable & other ossories etc complete.

: BEL Nos

@ Rs. 2, 00,000/=

P. Each

Rs.20, 00,000/=

CONDITIONS

- ()]. No cartage of any material will be paid separately.
- 12. No premium will be allowed on Non schedule items.
- 63. Work shall be carried out as per TMA Specifications.
- (i) Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
- (5). Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

Euntractor

Administrator

Town Committee Warah

DEFICE OF THE TOWN COMMITTEE WARAH



SIRICI KAMBERSHAHDADKOT

ANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

A VE OF CONTRACTOR

INE OF WORK

REHABILITATION DISPOSAL OF MUHALLA AHMADI TUNIO TOWN WARAH

NIT SR: NO: 22 14
Standard Bidding Document

resintended 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

specifion of the bidding documents should provide the information necessary for bidders to prepare spensive bids, in accordance with the requirements of the Procuring Agency. It should also given autormation 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.

- 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
 - 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)

- 66 The works shall be measured by standard instructions according to the rules.
- Agency.

 Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- 3. 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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.
- 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)

BIDDING DATA

his section should be filled in by the Executive / Procur ne of Procuring Agency of Description of Work curing Agency Address mated Cost bunt of Bid Security:- in lump sum amount or in % age of bid amount timated cost, but not exceeding 5%) od of Bid Validity (days) urity Deposit:-	ring Agency before issuance of the Bidding Documents) Town Committee Warah. Rehabilitation of Disposal of Muhalla Ahmadi Tunio Town Warah, Taluka Warah Rs: 2.000 (million)
f Description of Work curing Agency Address mated Cost curity:- in lump sum amount or in % age of bid amount timated cost, but not exceeding 5%) od of Bid Validity (days)	Rehabilitation of Disposal of Muhalla Ahmadi Tunio Town Warah, Taluka Warah Rs: 2.000 (million)
in lump sum amount or in % age of bid amount timated cost, but not exceeding 5%) od of Bid Validity (days)	02%
urity Donocit:	60 Days (Not more than Sixty Days)
% age of bid amount / estimated cost equal to	
centage, if any, to be deducted from Bills dline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm
ue, Time and Date of Bid Opening	Town Committee Warah 07-03-2016 03.00 P.M
e for completion from written order of mence	06 Months
idity damages:- 5 of Estimated Cost or Bid Cost per day of my, but total not exceeding 10%)	Nil
Deposit Receipt	No: Dated Amount Rs: of
No:	No: Dated
e Quoted by Contractor	Part A Part B
	entage, if any, to be deducted from Bills dline for submission of Bids along with Time ue, Time and Date of Bid Opening of for completion from written order of mence didity damages: 5 of Estimated Cost or Bid Cost per day of y, but total not exceeding 10%) Deposit Receipt No:

(CONTRACTOR)

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 inclause or of in sub-ordinate in-charge of the work. Failing such authority the contractor shall have no example ask for measurements of or payment of work.

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 cond, in all in which the time allowed for completion of any work exceeds one month to achieve progress on the prorate basis.

Gause-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.

Quase-3 Termination of the Contract.

Procuring Agency / Executive Engineer, may terminate the contract if either of the following anadition 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.
- 8) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may doem 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)

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

- 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.
- 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.

Cause-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 effice 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)

Hause-7 Payments

- 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- the Engineer / Procuring Agency shall pass / certify the amount to be paid to the contractor, which me 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 terms of works pointed out to him during defect liability period.
- 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 2018/1993.

Clause-9 Issuance of Variation and Repeat Orders.

- 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 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.
- 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.

a DNTRACTOR)

- On 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 the contractor and them 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) he 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 Sefect 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 actified 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.
- 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)

Classe-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 attention 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 appeared duly accredited in writing present for that purpose, orders given to the contractor's duly appeared 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.

- No part of the works shall be covered up or put out of view / beyond the reach without giving notice clinot 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 a lannecessary 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 reactated.
- 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.

Ctause-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, bushwood 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)

Meanse-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 form any hability 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.

Glause-16 Disputes. All disputes arising in connection with the present contract, and which cannot be smicably 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 the progress of the work, or after the completion or abandonment thereof.

Cradse-17 Site Clearance. On completion of the work, the contractor shall be furnished with a solutionate 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.

Glause-18 Financial Assistance / Advance Payment

- A) Mobilization Advance is not allowed.
- 23) Secured Advance against material brought at site.
- Expressions Advance may be permitted only against imperishable materials / quantities anticipated to be sensumed / 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)

Glause-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.

Chause-20 Refund of Security Deposit / Retention Money. On completion of the whole of the works to a work should be considered as complete for the purpose of refund of security deposit to a contractor member that date on which its final measurements are checked by a competent authority, if such check as 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)

BILL OF QUANTITIES

As Description and Rate of Items based on Composite Schedule of Rates

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

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
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Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

minne of work: -

Rehabilitation of Disposal of Ahmadi Tunio Muhalla Town Warah.

and of A/C: -

Own Source (O.Z.T Share)

Rate Unit Amount

Diesel Engine Set 16 BHP

Supplying & Installing in position i/c transporation to site of work Diesel Engine coping set consisting of Diesel Oil Engine 16 BHP (Golden made) model GD-1100B 2200 and coupled with Golden Non Clogging Horizontal semi Ipen Impeller Pump Type GSWG-233 size 4"x3" capable of desicharging 100 glns: per minute against a head of 47 ft i/c trame, 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 beabledded in C.C foundation and testing for the puping set against the required head of 48 course etc (R.A Attached)

1±:01 Set.

@ Rs. 2, 05,000/=

P. Set

Rs. 2, 05,000/=

RATE ANANLYSIS"

applying installing Diesel Engine 16 BHP

Supplying & Installing in position i/c transportation to site of work Diesel Engine comping set consisting of Diesel Oil Engine 16 BHP (Golden made) model GD-1100B 2200 or Marke all accessories coupled with NICE Golden Non-clogging sullage pump Type (GSWG-2014-2014-2014) mounted on common steel frame or base plate capable of discharging 200 force per minute against a head of 45 ft pulley & Belt i/c installing of pumping set on comment concrete foundation (1:2:4) & Ratio 1:4:8 with stone ballast with M.S nuts bolts of 37 to be embedded in C.C foundation and testing for the pumping set against the required mead of 72 hours etc.

L. No.

@ Rs. 76,600/=

P. each

Rs. 76,600/=

Providing fixing Diesel Oil Engine 16 BHP (Golden made) GD-1100 B (Fixed handle tear) 2200 RPM

H. No.

@ Rs. 73,400/=

P. each

Rs. 73,400/=

Making foundation of cement concrete plain i/c placing compacting finishing and eing complete i/c screening and washing of stone aggregate without shuttering (1:2:4)
Lisa No. 5, P-15)

.00 Cft

@ Rs. 14,429/25

P. Cft

Rs.

713/=

引. Cement concrete brick or stone ballast ½"x2" gauge (Ratio 1:4:8) (GSI No. 4, P-14)

6.00 Cft

@ Rs. 9,416/28

P. Cft

Rs.

565/=

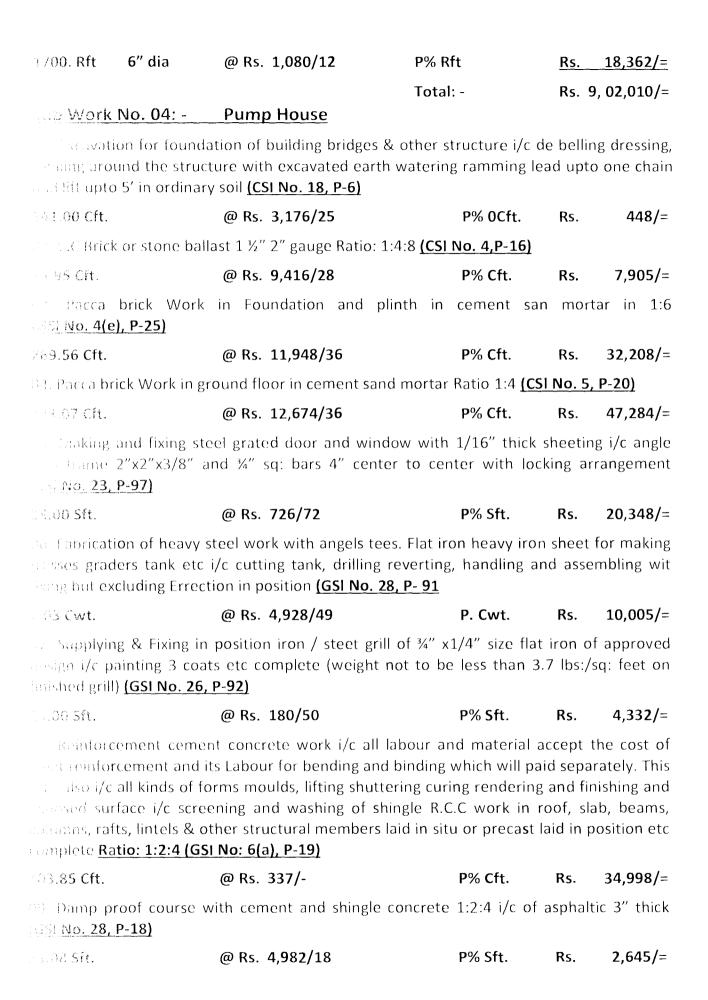
fis. Previding and emb		on nuts and bolts of 5/8	" dia (4 ľ	Nos:) 2 long
7.52 fbs	@ Rs. 112/61	P. Cft	Rs.	937/=
SM! No. 6, P-27)	lowering the pumping	set side house in correct	alignmer	nt and fixing
Coary @	Rs. 700/- FOR 72 HOURS.	P. Day	Rs.	700/=
Pump Operator/	Electrician 1 No. for 1	day @ Rs. 450/- P.	Day.	
34 Days	@ Rs. 450/-	P. Day	Rs.	1,800/=
Helper 1 No. for	1 day @ Rs. 250/-	P. Day.		
l. Days	@ Rs. 250/-	P. Day	Rs.	1,000/=
Mobile Oil. Greas	se & cotton waste etc	(L.S).	Rs.	500/=
Cost of Diesel Oil	for Engine 1.00x16.0	0x48.00x0.22= 172.80 Li	ters	
2.80 Liters	@ Rs. 105/-	P. Liter	Rs.	18,144/=
Pulley for Diesel	Oil Engine Size 6" 2B			
· Livo.	@ Rs. 950/-	P. each	Rs.	950/=
92. Pulley for Diesel	Oil Engine Size 3″2B			
a. No.	@ Rs. 1,600/-	P. each	Rs.	1,600/=
Belt Size B70x2=	72. 0 0 Inches			
1.00	@ Rs. 4/25	P. Inch	Rs.	306/=
Frame Size 3"x52	?"x4"			
7%. Inches.	@ Rs. 19,600/-	P. Inch	Rs.	19,600/=
CARTAGE OF MA Lage of light machin lies 19.54 P/Mile		tones from Karachi to si	ite of wo	rk lead 297
u.Set	@ Rs. 6,149/31	P. Each Total: - Say: -		6,149/= , 04,650/= , 05,000/=

Lab Work No. 02	:: - Inter C	Connect	ion of Pu	mpin	g Mac	hinar	Y	
The Providing laying systematic the high Discourse (MN 8075 B.S.)	ensity polyeth	ylene P.E	pipes (H	DPE -		_		•
37. 00 Rft.	@ Rs. 5	530/=		P. Rft			Rs.	19,610/=
C.I Sluice valv		ern test	pressure	21 k	g/sq. c	m or	300	lbs/sq inch
a, No.	@ Rs. 9	9,360/=		P. ead	ch		Rs.	9,360/=
. Supplying Refle	•	pattern	test pres	sure 2	1 kg/s	q. cm	300 II	os:/sq: inch
□. Nos.	@ Rs. 4	1,062/50		P. ead	ch		Rs.	8,125/=
Supplying C.I	Foot Valve	heavy	pattern	with	cone	type	gate	imported
i di								
este . @ Rs.	1,381/25	P. (each		Rs.	1,38	1/=	
👌 Supplying High 🛭	Decsity P.E Tee	(Equal) o	uter dia <u>(P</u>	HSMI	No. D,	P- 19)	(PN-10	<u>D)</u>
A. Nos.	@ Rs. 5	5,219/-		P. ead	ch		Rs.	20,876/=
OG Manufacturing willing holes etc cor					1.S She	et 3/8′	" thick	ci/c cutting
i Aus.	@ Rs. 5	500/-		P. ead	ch		Rs.	5,000/=
			ered flang	ged en	d with	holes	i/c tur	rning facing
0.63 Cwt	@ Rs. 6	5,096/-		P. Cw	t		Rs.	3,231/=
Religious formula in the second section of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second seco	thickness ruts	belts wit	n washers	and o	ther to	ols rec	uired	for jointing
el. Joints	@ Rs. 9	38/-		P. Join	nt		Rs.	11,256/=
Butt Fusion Joint	(PHSMI-H. P-2	(0)						
10. Joints 10. Supplying Flange	@ Rs. 1 Adopter <u>(Non</u>	•	e Item)	P. Join	nt		Rs.	10,000/=
3. JointsSupplying C.I Gib	@ Rs. 2 pault Joints <u>(PH</u>	•	14, P-17)	P. Joir	nt		Rs.	20,250/=
i sve.	@ Rs. 1	,062/50		P. Joir Total:			Rs. 1	1,063/= ., 10,15 2 /=

3: 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 readignment and shape leveling of beds of trenches to correct level and grade cutting, ands holes & disposal of surplus earth within one chain or as directed by Engineer marge i/c providing fence guards light flanges and temporary crossing for non vehicular as where ever required lift upto 5' and lead upto one chain. (PHSI No. 2, P-46) @ Rs. 3.600/= P% OCft. 42.840/= 50.50 Cft. Rs. chaviding laying and fixing trenches i/c fitting, jointing and testing etc: compete in all spect the high Density polyethylene P.E pipe (HDPE-1000) for W/S confirming ISO - 127/DIN 8074/8075 B.S 3580 & PSI 3051 (PHSMI No. 1,P-10) @ Rs. 440/=Rs. 7, 48,000/= 34.00, Rft P. Rft applying Blank Flanges (PHSMI No. 12, P-17) @ Rs. 2.750/-P. each Rs. 22,000/= i Nos. The Density Polyethylene Fittings (PE 100)(PN-10) wi. Supplying Elbow 90 (outer dia) (PHSMI No. A, P-18) iii iiia @ Rs. 4,349/-17,396/= P. each Rs. the plying Butt Fusion Joints (PHSMI No., P- 20) (PN-10) @ Rs. 1,000/-P. each Rs. 10,000/= 405. Supplying Flange Adopter (Approved Rate) @ Rs. 2, 025/-P. each 8,100/= Rs. WOA supplying Flange (PHSMI No: 12, P-17) P. each 2,000/= @ Rs. 500/-Rs. Mos. cointing 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 standing the joints to the specified pressure etc complete (PHSMI No. 1, P-33) 3,752/= @ Rs. 938/-P. Joint Rs. BARRES Helilling the excavated stuff in trenches in 6" thick for leveling dressing i/c watering coming to full compaction etc complete (PHSMI-No. 24. P-53)

710. Cft @ Rs. 2,760/- P%0 Cft Rs. 29,560/= Cartage of UPVC /P.E pressure pipe of any class with collars by mechanical transport i/cing un-loading and stacking at site (PHSI No. 4, P-6)

excavated stuff to be refilled



	inforcement for C.C i/c cutting, k ng wire also i/c des removal of rust			_
Suivicwt.	@ Rs. 5,001/70	P. Cwt.	Rs.	20,857/=
31. Cement Plaster 1:6 1/2	2" thick upto 12' height (CSI-No. 1	1. P-58)		
3.92 Sft.	@ Rs. 2,206/60	P% Sft.	Rs.	13,547/=
- Cement Plaster pointir	ng struck joints on walls 1:3 (CSI-N	o. 19. P-28)		
4.49 Sft.	@ Rs. 1,213/58	P% Sft.	Rs.	6,244/=
11. Cement Plaster 1:4, 3/	8" thick upto 12' height (CSI-No. 1	1. P-53)		
813. 92 Sft.	@ Rs. 2,197/52	P% Sft.	Rs.	13,491/=
	thick C.C topping (1:2:4 ratio) i/c s vol: III P-II item No. 6(c), P-42)	surface finishi	ng and	dividing in
::00 Sit.	@ Rs. 4,411/82	P% Sft.	Rs.	5,294/=
mimary coat of chalk c	litemper <u>(CSI No. 28, P-60)</u>			
782.9 2 Sft.	@ Rs. 442/75	P% 0Sft.	Rs.	3,249/=
Distempering two coast	st. <u>(CSI No. 24, P-60)</u>			
2248.41 Sft.	@ Rs. 1,043/90	P% OSft.	Rs.	13,032/=
. A. Preparing surface & pa	inting doors & windows of any typ	oe i/c edges <u>(G</u>	SI No. 5(c),	P-69) 2 coats)
15.00 Sft.	@ Rs. 1,489/68	P% Sft.	Rs.	1,192/=
13 Hilling watering new ea	arth <u>(CSI No. 29, P-25)</u>			
7;22 00 Cft.	@ Rs. 3,630/-	P% Sft.	Rs.	1,423/=
		Total: -	Rs. 2,	38,502/=
Mork No. 05: -	Repair of Civil Structure of E	xisting Disp	osal W	<u>/ork</u>
See C.C.Brick or Stone balla	ast 1 ½" gauge Ratio 1:4:8 (CSI No.	4, P-16)		
. 63 Cft.	@ Rs. 9,416/28	P% OCft.	Rs.	3,729/=
Dacca brick Work other than building i/c stricking of joints upto 20' height in cement and mortal 1:6 (GSI No. 7, P-23)				
391.00 Cft.	@ Rs. 12,346/65	P% Cft.	Rs.	48,275/=
	' thick C.C topping (1:2:4 Ratio) i/o o. vol: III item No. 6, (c) P-42)	surface finis	hing an	d dividing
a 0.60 Sft.	@ Rs. 4,477/82	P% Sft.	Rs.	5,294/=
DA. Cement Plaster 1:6 1/2	" thick upto 12' height (CSI-No. 11	. P-58)		
302.88 Sft.	@ Rs. 2,206/60	P% Sft.	Rs.	46,402/=

The Cement Plaster 1:4 3/8" thick upto 12' height (CSI-No. 11. P-53)

© 2.88 Sft. @ Rs. 2,197/52 P% Sft. Rs. 46,211/=

Gement Plaster pointing struck joints on walls 1:3 (CSI-No. 19. P-28)

00.00 Sft. @ Rs. 1,213/58 P% Sft. Rs. 18,204/=

17. Primary coat of chalk ditemper (CSI No. 28, P-60)

2/22.88 Sft. @ Rs. 442/75 P% 0Sft. Rs. 9,842/=

16. Distempering two coast. (CSI No. 24, P-60)

3.612.88 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. 0	2 Inter Connection of Pumping Machinery	Rs. 1, 10,152-0
03. Sub Work No. 0	3, P.E Pipe Rising Main	Rs. 9, 02.()1()-0
ात. Sub Work No. 0	4, 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

ONDITIONS

- U.I. 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.
- ()5. 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



STRICT KAMBER-SHAHDADKOT

ANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

NAME OF CONTRACTOR	
MARIE 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 given information on bid submission opening and evaluation, and on the award of contract.

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

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

- All work proposed to be executed by contract shall be notified in a form of Notice Inviting Lenders (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.
 - 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)

- The works shall be measured by standard instructions according to the rules.
- 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 fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding documents. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- Let Bid without bid security of required amount and prescribed form shall be rejected.
- 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.
- © Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

BIDDING DATA

MAV	E OF CONTRACTOR:-	
	(This section should be filled in by the Executive / Procur	ring Agency before issuance of the Bidding Documents)
Α	Name of Procuring Agency Brief Description of Work	Town Committee Warah. Improvement of Urban Water Supply Scheme Town Warah.
B C D E F	Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount / Estimated cost, but not exceeding 5%) Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	Town Warah, Taluka Warah Rs: 2.000 (million)
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm
	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
N	Rate Quoted by Contractor	Part A Part B
ļ	(CONTRACTOR)	ENGINEER

TOWN COMMITTEE WARAH

CONDITIONS OF CONTRACT

Chause-1 Commencement and Completion Dates of work. The contractor shall not enter upon or examence 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 example to ask for measurements of or payment of work.

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 contractor and shall reckoned from the date on which the order to commence work is given to the destor, and further to ensure good progress during the execution of the work, contractor shall be a war in all in which the time allowed for completion of any work exceeds one month to achieve a wars on the prorate basis.

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.

Transe-3 Termination of the Contract.

Pocuring Agency / Executive Engineer, may terminate the contract if either of the following a self-gon 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
- 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.
- 6) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may deam 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)

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

- 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.
- 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

Glause-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 paid or completion is to be extended accordingly.

Clause-5 Extension of Intended Completion Date. The Procuring Agency either at its own satisfactives, before the date of completion or on desire of the contractor or on desire of the contractor many extend the intended completion date, if any event (which hinders the execution of contract) accurs 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.

Catuse-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 asstructions as aforesaid

(CONTRACTOR)

Stause-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 Executive Engineer-In-Charge shall take or cause to be taken the requisite measurements for purpose of having the same verified and the claim, as for as admissible, adjusted, if possible the trace the expiry of ten days from the presentation of the bill at any time depute a subordinate to the said work in the presence of the contractor or his authorized agent, whose substanting and the Engineer-In-Charge have prepare a bill from such list which shall be binding on the contractor in all respects.

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 sayment 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 terms of works pointed out to him during defect liability period.

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

Tause-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 apposider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause-9 Issuance of Variation and Repeat Orders.

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

(CONTRACTOR)

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

see time for the completion of the work shall be extended in the proportion that the additional work and to the original contact work.

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

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

- Se-10: Quality Control.

Contitying Defects: If at any time before the security deposit is refunded to the contractor / during Confect 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 way 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.

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

O Uncorrected Defects:

the case of any such failure, the Engineer-In-Charge shall give the contractor at least 14 days and 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.

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

(CONTRACTOR)

Clause-11

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

the states for Inspection and Testing. The Engineer shall give the contractor responsible notice of the statement 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 stand duly accredited in writing present for that purpose, orders given to the contractor's duly accredited agent shall be considered to have the same force an effect as if they had been given to the sector himself.

Wasse-12 Examination of work before covering up.

Mo 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 a same cessary and advises the contractor accordingly, attend for the purpose of examining and reasoning such part of the works or of examining such foundations.

work is covered up or placed beyond the reach of measurement without such notice having the same shall be uncovered at the contractor's expense, and in default thereof no conjugate of allowance shall be made for such work, or for the materials with which the same was recorded.

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

Standing jungle, trees, bush wood or grass without a written permit from the Executive Engineer, such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-cases are wise damaging surrounding property. The contractor is responsible for the safety of all its standing protection of the environment on and off the site. Compensation of all damage done accordionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

(CONTRACTOR)

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 form 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 archaely settled between the parties, the decision of the Superintending Engineer, of the circle / office / office 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 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 centractor 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.

Gaase-18 Financial Assistance / Advance Payment

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 to 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 from the monthly payments on actual consumption basis, but not less than period more than three months (even if unutilized)

(CONTRACTOR)

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 to 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)

BILL OF QUANTITIES

Sescription and Rate of Items based on Composite Schedule of Rates

Item # Quantities	Description of Item to be executed at site	Rate	Unit	Amount	
!					
	<u>></u>				
	Separately				
		!		ļ	
	Attached	 		! 	
;					
				ļ	

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)

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
:			
	itely		
	Attached Separately		
	S S S		
	tache		
	Ϋ́		

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

worker of work: Improvement of Urban Water Supply Scheme Warah, Town Warah.

Own Source (O.Z.T Share) Trad of A/C: -Item of work Unit Amount Oty: 5. No. Rate Eroviding laying and fixing trenches i/c fitting jointing and testing etc: compete in all casect the high Density polyethylene P.E pipes (HDPE – 100) for W/S Confirming ISO 7/DIN 8075 B.S 3580 & PSI 3051 (PHSI-F, P-25)PN-10 Main P.H Water Work Site. 12.00 Rft. @ Rs. 1044/-P. Rft. 12,528/= Rs. 🕆 @ Tube Well Site @ Rs. 685/-31.00 Rft. P. Rft. Rs. 55,485/= Supplying M.S Flanges (PHSMI No. 12,P-17) @ Rs. 1218/-P. each Rs. 4,872/= .. 6.05. @ Rs. 500/-P. each Rs. 3,000/= - Nos. 6.1 Sluice valve heavy pattern test pressure 21 kg/sq. cm or 300 lbs/sq inch #45MI No. 1,P-11) · No @ Rs. 17940/= P. each Rs. 17,940/= @ Rs. 9360/= Rs. NO5. P. each 18,720/= 6.1 Bend with flanges end with holes i/c turning & facing of flanges (for all sizes) 285MI No. 1,P-11) @ Rs. 6096/-2.67 Cwt P. each Rs. 16,825/= Supplying Reflex Valve heavy pattern test pressure 21 kg/sq. cm 300 lbs:/sq: inch @ Rs. 7312/50 P. each 14,625/= Rs. NOS. @ Rs. 4062/50 P. each 12,188/= Rs. a Alos. Supplying Hight Density P.E Elbow 90 outer dia PN-10 (PHSMI No. 8, P-18) @ Rs. 8593/-P. each 17,186/= Rs. da. Nos. Pacos. @ Rs. 5520/-P. each Rs. 16,560/= Supplying Flange Adopter (Non Schedule Item)

@ Rs. 3200/-

@ Rs. 2025/-

Garatos.

06. Nos.

P. each

P. each

12,800/=

12,150/=

Rs.

Rs.

Left fusion joint (PHSMI – H, P-20) @ Rs. 1800/-P. Joints Rs. 28,800/= points. - Jointing C.I / M.S flanges pipe and specials flanged ends inside trenches i/c supply to the packing of required thickness ruts belts with washers and other tools required for usting and testing the joints to the specified pressure etc complete (PHSMI No. 1, P-33) @ Rs. 940/-P. Joint 3,760/= Wins. Rs. @ Rs. 938/-P. Joint 5,628/= Rs. - Mas. Total: -Rs. 2, 53,067/= **Rectification of Leakages in Rising Main** an Work No. 02: and dressing sides to 4 any and shape leveling of beds of trenches to correct level and grade cutting, as holes & disposal of surplus earth within one chain or as directed by Engineer and temporary crossing for non-vehicular where ever required lift upto 5' and lead upto one chain. (PHSI No. 2, P-46) :::6.00 Cft. @ Rs. 3.600/= P% OCft. Rs. 3,600/= Providing laying and fixing trenches i/c fitting, jointing and testing etc: compete in all carriet 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) P. Rft Rs. 6, 75,230/= 100. Rft @ Rs. 6752/30 43. Supplying Blank Flanges (PHSMI No. 12, P-17) @ Rs. 2,750/-P. each Rs. 22,000/= ¥03. Density Polyethylene Fittings (PE 100)(PN-10) capplying High Density P.E Equal Tee (outer dia) (PHSMI No. D, P-19) @ Rs. 8249/-8,249/= P. each Rs. Supplying High Density P.E Elbow (Long) Radius 90(outer dia) (PHSMI No. C, P-19) @ Rs. 17436/60 P. each Rs. 69,746/= - Nos. Supplying Butt Fusion Joints. (PHSI No. 11 P, 20) 17,600/= @ Rs. 2200/-P. each : MOS. Rs. @ Rs. 1800/-5,400/= P. each Rs. Li Nos. 34. Supplying Flange Adopter (Approved Rate) @ Rs. 4725/-P. each 9,450/= dia 1x2=2 Nos. Rs.

@ Rs. 8500/-

" dia 1x4=4 Nos.

P. each

34,000/=

Rs.

**	ed stuff in trenches in 6" t on etc complete (PHSMI-N o e refilled		ssing	i/c watering	
ZKL Cf t	@ Rs. 2760/-	P%0 Cft	Rs.	2,484/=	
		Total: -	Rs.	8, 88,243/=	
Sub Work No. 02: -	Inter Connection of P	umping Machinar	Y		
回, Dismantling & removi	ng of road metalling (CSI N	o. 51 P.13)			
200. 00 Cft.	@ Rs. 605/=	P% Cft.	Rs.	6,050/=	
A Figurantling cement co	oncrete plain 1:2:4 <u>(CSI No.</u>	19, (c) P.10)			
⇔0.00 Cft.	@ Rs. 3327/50	P% Cft.	Rs.	33,275/=	
es. Dismantling cement co	oncrete plain 1:4:8 (CSI No.	19, (c) P.10)			
320.00 Cft.	@ Rs. 1663/75	P% Cft.	Rs.	21,962/=	
Exercation 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, counts holes & disposal of surplus earth within one chain or as directed by Engineer actuarge i/c providing fence guards light flanges and temporary crossing for non-vehicular maffic where ever required lift upto 5' and lead upto one chain. (PHSI No. 2, P-46)					
±4000.00 Cft.	@ Rs. 3,600/=	P% oCft.	Rs.	50,400/=	
gect the high Density	ixing trenches i/c fitting, jo / polyethylene P.E pipe (3051 (PHSMI No. 1,P-25)	-		•	
1.00. Rft	@ Rs. 440/-	P. Rft	Rs.	2, 20,000/=	
√100.00. Rft	@ Rs. 224/-	P. Rft	Rs.	2, 24,000/=	
2000.00. Rft	@ Rs. 148/-	P. Rft	Rs.	1, 48,000/=	
.86. Supplying C.I Sluice va	alve heavy pattern test pre <u>11)</u>	essure 21 kg/sq. cm o	or 300	lbs/sq inch	
u* M o .	@ Rs. 9360/=	P. each	Rs.	9,360/=	
Supplying C.I Short Pie	ce (PHSMI No. 9, P-15)				
A. Nos.	@ Rs. 618/75	P. each	Rs.	2,475/=	
Off Supplying C.I Reducers	(PHSMI No. 11, P-15)				
St. Nos.	@ Rs. 893/75	P. each	Rs.	1,788/=	
Lien Density Polyethylene	e Fittings (PE 100)(PN-10)				
a Supplying Elbow 45(ou	ıt dia) (PHSMI No. A, P-18)				
u da.	@ Rs. 3480/-	P. each	Rs.	3,480/=	

a Supplying Hig	h Density P.E Equal	Гее (outer dia) <u>(РНЅМІ</u>	No. D, P-19) (PN-1	10)
1.40.	@ Rs. 248	33/- P. ead	ch Rs.	2,483/=
91 No.	@ Rs. 167	/6/- P. eac	h Rs.	1,676/=
H. Supplying Hig	h Density P.E Un-Equ	ıal Tee (outer dia) <u>(PHS</u>	MI No. D, P-19) (F	PN-10)
No	@ Rs. 375	64/- P. eac	h Rs.	3,754/=
	@ Rs. 300	00/- P. eac	h Rs.	3,000/=
Lapplying Hig	h Density P.E Elbow	(Long) Radius 90 (outer	dia). <u>(PHSI No. C,</u> P	, 18)(PN-10)
GeNo.	@ Rs. 543	6/ 2 5 P. eac	h Rs.	5,436/=
√ No.	@ Rs. 158	6/ 2 5 P. eac	h Rs.	1,586/=
: 40.	@ Rs. 110	3/60 P. eac	h Rs.	1,104/=
Supplying C.F	Tee (Equal) <u>(PHSMI 1</u>	No. 5, P-14)		
. હેઈ.	@ Rs. 195	0/- P. eac	h Rs.	1,950/=
. Supplying C.F	Tee (Un-Equal) <u>(PHSI</u>	VII No. 6, P-14)		
No.	@ Rs. 368	7/50 P. eac	h Rs.	3,688/=
Providing & Fi	xing M.S flange mad	e out M.S Sheet <u>(Basec</u>	l on Schedule)	
in).	@ Rs. 804	/77 P. eac	h Rs.	3,219/=
supplying flan	ge Adopter <u>(Non Sch</u>	nedule Item)		
Mos.	@ Rs. 20 2	5/- P. eac	h Rs.	4,050/=
aupplying C.I (Gibault Joints <u>(PHSI N</u>	No. 14, P-16)		
⊇ Nos.	@ Rs. 138	1/ 2 5 P. eac	h Rs.	2,763/=
∞ N os.	@ Rs. 106	2/ 50 P. each	h Rs.	2,125/=
A NOS.	@ Rs. 731	/ 2 5 P. eacl	n Rs.	2,925/=
alos.	@ Rs. 568	/75 P. eacl	h Rs.	2,2 75/=
 Supplying High 	n Density P.E Stable o	end places <u>(PHSI No. G</u> ,	P-20)	
il No.	@ Rs. 202	0/- P. each	n Rs.	2,020/=
4 NOS.	@ Rs. 1800	0/- P. each	n Rs.	7,200/=
. Autt Eusion joi	nts (PHSI No. H, P-2 0	0)		
'soints	@ Rs. 600,	/- P. Join	t Rs.	6,000/=
a goints.	@ Rs. 1000	D/- P. each	n Rs.	10,000/=

Making joints to C.I specials fitting i/c laying and required diameter and testing the satisalong with A.C pressure popeline to specified pressure and testing he all leaky joints sampete (PHSI No. 1, P-49)

$N_{M_{2}}$	@ Rs. 72/-	P. Joint	Rs.	144/=
v: v4	@ Rs. 72/-	P. Joint	Rs.	144/=
Mos.	@ Rs. 62/-	P. Joint	Rs.	248/=
Mas.	@ Rs. 62/-	P. Joint	Rs.	248/=

The Refilling the excavated stuff in trenches in 6" thick layers for leveling dressing i/c scattering, ramming to full compaction etc complete (PHSI No. 24, P-53)

*** excavated stuff to be refilled item No. 1+2+3+4

.588.0**0 Cft.**

@ Rs. 2760/=

P% OCft.

Rs. 43,023/=

Total: -

Rs. 8, 31,851/=

Ol. Sub Work No. 1 Inter Connection o Pumping Machinery

Rs. 2, 53,067-0

with and Work No. 02, Rectification of leakeges

Rs. 8, 84,243-0

33. Sub Work No. 03, P.E Pipe Distribution System in

Rs. 8, 31,851-0

Remaining Muhalla's

G. Total: -

Rs. 19, 69,161-0

ONDITIONS

- ()1. No cartage of any material will be paid separately.
- ©2. No premium will be allowed on Non schedule items.
- 03. Work shall be carried out as per TMA Specifications.
- 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.

Fractor

Administrator **Town Committee Warah**

OFFICE OF THE TOWN COMMITTEE WARAH



STRICT KAMBER-SHAHDADKOT

SANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

MAME OF CONTRACTOR	

NAME OF WORK

IMPROVEMENT OF URBAN DRAINAGE SCHEME WARAH, TOWN WARAH

NIT SR: NO: <u>16</u> Standard Bidding Document

 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

Read 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 given information on bid submission opening and evaluation, and on the award of contract.

Makers governing the performance of the contract or payments under the contract, or matters effecting be asks, rights, and obligations of the parties under the Contract are included as conditions of contract e di contract Data

and mistructions 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
- 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.
- 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.
- 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)

- 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.
- Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidders fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable) turnover statement, experience statement, and any other condition mentioned in the NIT and bidding 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.
- (i) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

(CONTRACTOR)

BIDDING DATA

NAME	OF CONTRACTOR:-	
	(This section should be filled in by the Executive / Procu	ring Agency before issuance of the Bidding Documents)
A B C D	Name of Procuring Agency Brief Description of Work Procuring Agency Address Estimated Cost Amount of Bid Security:- (Fill in lump sum amount or in % age of bid amount	Town Committee Warah. Improvement of Urban Drainage Scheme Town Warah, Taluka Warah. Rs: 2.000 (million)
E F	/ Estimated cost, but not exceeding 5%) Period of Bid Validity (days) Security Deposit:- (in % age of bid amount / estimated cost equal to 10%)	60 Days (Not more than Sixty Days)
G H	Percentage, if any, to be deducted from Bills Deadline for submission of Bids along with Time	7.5% Income Tax & 8% Security Deposit 07-03-2016, 2:00 pm
1	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
М	D.R No:	No: Dated
N	Rate Quoted by Contractor	Part A Part B
((CONTRACTOR)	ENGINEER

TOWN COMMITTEE WARAH

4

CONDITIONS OF CONTRACT

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

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 the areas so in the prorate basis.

Chause-2 Liquidated Damages; The contractor shall pay liquidated damages to the Agency at the Later 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.

2 -- 3 Termination of the Contract.

Producing Agency / Executive Engineer, may terminate the contract if either of the following markfron 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.

8) The Executive Engineer / Procuring Agency has power to adopt any of the following courses as may doesn lit:

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)

* (1) to the event of any of the above courses being adopted by the Executive Engineer / Procuring

- 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.
- 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

Glause-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 and 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 cancelly, fully and faithfully to the designs, drawings, and instruction in writing relating to the work based 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)

Clause-7 Payments

- A) Interim I 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- the 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 from the works pointed out to him during defect liability period.

(2) 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 langineer-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.
- 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 the 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)

- C) in case the nature of the work in the variation does not correspond with items in the Bill of Chantities, the quotation by the contractor is to be in the form of new rates for the relevant items of which, and if the Engineer-In-Charge is satisfied that the rate quoted is within the rate worked out by the on detailed rate analysis, and them only he shall allow him that rate after approval from higher with rity.
- the time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- 1) 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 Dewond 15% after approval of Superintending Engineer.
- Repeat Order; Any cumulative variation, beyond the 15% of initial contract amount, shall be subject another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- As identifying Defects: If at any time before the security deposit is refunded to the contractor / during select liability period mentioned in bid dada, the Engineer-In-charge or his subordinate-in-charge of 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.
- 3) 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 matrified defect within the Defects Correction Period mentioned in notice.

C) Uncorrected Defects:

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.

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

(CONTRACTOR)

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 jacks such access.
- By 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 is unnecessary and advises the contractor accordingly, attend for the purpose of examining and recessuring such part of the works or of examining such foundations.

By any work is covered up or placed beyond the reach of measurement without such notice having seven 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 to progress or become apparent within three months of the grant of the certificate of completion, final anotherwise, the contractor shall make good the same at his own expense, or in default the Engineer way cause the same to be made good by other workmen, and deduct the expenses from retention aroney 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, bushwood grass, etc by fire the contractor shall take necessary measures to prevent such fire spreading to 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)

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 variout the prior consent of the Engineer. Any such consent shall not relieve the contractor form any hability 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.

Chause-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 among the progress of the work, or after the completion or abandonment thereof.

Conse-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.
- 문) Secured Advance against material brought at site.
- so Secured Advance may be permitted only against imperishable materials / quantities anticipated to be secured / 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)

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.

Cause-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)

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 th	e 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)

BILL OF QUANTITIES

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

Item # Quantities	Description of Item to be executed at site	Rate	Unit	Amount
	ately	ļ		
	Attached Separately			
	ached			<u> </u>
	A			
			ļ	

Amount Total (B)

(CONTRACTOR)

SCHEDULE 'B'

and the of work: - Improvement of Urban Drainage Scheme Warah, Town Warah.

a = ad of A/C: -

Own Source (O.Z.T Share)

ety: S. No.	Item of work	Rate	Unit	Amount
. 1				

Diesel Engine Set 16 BHP

Supplying & Installing in position i/c transporation to site of work Diesel Engine complex set consisting of Diesel Oil Engine 16 BHP (Golden made) model GD-1100B 2200 M coupled with Golden Non Clogging Horizontal semi-lpen Impeller Pump Type GSWG-1613 size 4"x3" capable of desicharging 100 glns: per minute against a head of 47 ft i/c man, pulley for Engine & Pump with Belt i/c installing of pumping set cement concrete molation (1:2:4) & Ratio 1:4:8 with stone ballast with M.S nuts bolts of ½" to be a bedded in C.C foundation and testing for the puping set against the required head of 48 matter (R.A Attached)

aman 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 Emping set consisting of Diesel Oil Engine 16 BHP (Golden made) model GD-1100B 2200 and a consisting of Diesel Oil Engine 16 BHP (Golden made) model GD-1100B 2200 and a consisting coupled with NICE Golden Non clogging sullage pump Type (GSWG-12 State 4"x3" mounted on common steel frame or base plate capable of discharging 200 and per minute against a head of 45 ft pulley & Belt i/c installing of pumping set on whent concrete foundation (1:2:4) & Ratio 1:4:8 with stone ballast with M.S nuts bolts of the be embedded in C.C foundation and testing for the pumping set against the required and of 72 hours etc.

@ Rs. 76,600/=

P. each

Rs. 76,600/=

Providing fixing Diesel Oil Engine 16 BHP (Golden made) GD-1100 B (Fixed handle le(er) 2200 RPM

in. No.

@ Rs. 73,400/=

P. each

Rs. 73,400/=

(3) Making foundation of cement concrete plain i/c placing compacting finishing and complete i/c screening and washing of stone aggregate without shuttering (1:2:4) (32) No. 5, P-15)

60 CH

@ Rs. 14,429/25

P. Cft

Rs. 713/=

Gement concrete brick or stone ballast ½"x2" gauge (Ratio 1:4:8) (GSI No. 4, P-14)

=6.00 Cft

@ Rs. 9,416/28

P. Cft

Rs. 565/=

. Providing and embe		on nuts and bolts of 5/8"	' dia (4 ſ	Nos:) 2 long
8.32 lbs	@ Rs. 112/61	P. Cft	Rs.	937/=
Labour charges for lo (SMI No. 6, P-27)	wering the pumping	set side house in correct	alignmer	nt and fixing
easy @	Rs. 700/ - OR 72 HOURS.	P. Day	Rs.	700/=
Pump Operator/El	ectrician 1 No. for 1	day @ Rs. 450/- P.	Day.	
u ways	@ Rs. 450/-	P. Day	Rs.	1,800/=
Helper 1 No. for 1	day @ Rs. 250/-	P. Day.		
Jays	@ Rs. 250/-	P. Day	Rs.	1,000/=
Mobile Oil. Grease	& cotton waste etc	(L.S).	Rs.	500/=
Cost of Diesel Oil f	or Engine 1.00x16.00	0x48.00x0.22= 172.80 Lit	ters	
T77.80 Liters	@ Rs. 105/-	P. Liter	Rs.	18,144/=
Pulley for Diesel O	il Engine Size 6" 2B			
eto.	@ Rs. 950/-	P. each	Rs.	950/=
Pulley for Diesel O	il Engine Size 3" 2B			
L. No.	@ Rs. 1,600/-	P. each	Rs.	1,600/=
Bolt Size B70x2=	72.00 Inches			
f40.	@ Rs. 4/25	P. Inch	Rs.	306/=
Frame Size 3"x52":	×4"			
72. Inches.	@ Rs. 19,600/-	P. Inch	Rs.	19,600/=
CARTAGE OF MAT	ERIAL.			
mage of light machine 19.54 P/Mile	ry weighting upto 3	tones from Karachi to si	te of wo	rk lead 297
Sec	@ Rs. 6,149/31	P. Each	Rs.	6,149/=
		Total: -		, 04,650/=
		Say: -	<u>Rs. 2</u>	<u>, 05,000/=</u>

Sab Work No. 02:	- Inter C	onnect	ion of Pu	mping	Mac	hinar	¥		
日、Providing laying このpect the high Do がDIN 8075 B.S 3	ensity polyethy	dene P.E	E pipes (H	DPE -		_		•	
0.00 Rft.	@ Rs. 5	30/=		P. Rft.			Rs.	19,610	0/=
03. C.I Sluice valvo 3/HSMI No. 1,P-11)	e heavy patte	rn test	pressure	21 kg,	/sq. c	m or	300	lbs/sq	inch
No	@ Rs. 9	,360/=		P. eacl	n		Rs.	9,36	0/=
Supplying Reflex	x Valve heavy	pattern	test pres	sure 21	kg/so	q. cm	300	bs:/sq:	inch
La. Nos.	@ Rs. 4	,062/50		P. each	า		Rs.	8,12	25/=
04. Supplying C.I PHSMI No. 1, P-11)	Foot Valve	heavy	pattern	with	cone	type	gate	e impo	rted
126									
@ Rs.	1,381/25	P .	each		Rs.	1,38	1/=		
Supplying High D	ecsity P.E Tee (Equal) o	uter dia <u>(P</u>	HSMI N	lo. D, l	P- 19) ((PN-1	<u>0)</u>	
3: 05 .	@ Rs. 5	,219/-		P. each	า		Rs.	20,87	76/=
 Manufacturing 8 ading holes etc com 	**	-			S Shee	et 3/8"	' thicl	k i/c cut	ting
ા મે ંડ	@ Rs. 5	00/-		P. each	1		Rs.	5,000)/=
C1 tapered flat b danged all sizes. (PH)		-	ered flang	ged end	with	holes	i/c tu	rning fa	cing
0.53 Cwt	@ Rs. 6	,096/-		P. Cwt			Rs.	3,23	1/=
ON. Jointing C.I M.S flow the king of required to the sting the joints	thickness ruts b	elts wit	h washers	and ot	her to	ols req	uired	for join	
, olimis	@ Rs. 9	38/-		P. Join	t		Rs.	11,25	6/=
e dant fusion Joint	(PHSMI-H. P-2	0)							
adat oints ad Supplying Flange	@ Rs. 1 , Adopter (Non)	-	e Item)	P. Joint	t		Rs.	10,000	0/=
al. Joints	@ Rs. 2, ault Joints <u>(PHS</u>	•	14, P-17)	P. Joint	t		Rs.	20,25	0/=
. a. Mo.	@ Rs. 1,	062/50		P. Joint Total: -			Rs.	1,06 1, 10,15	

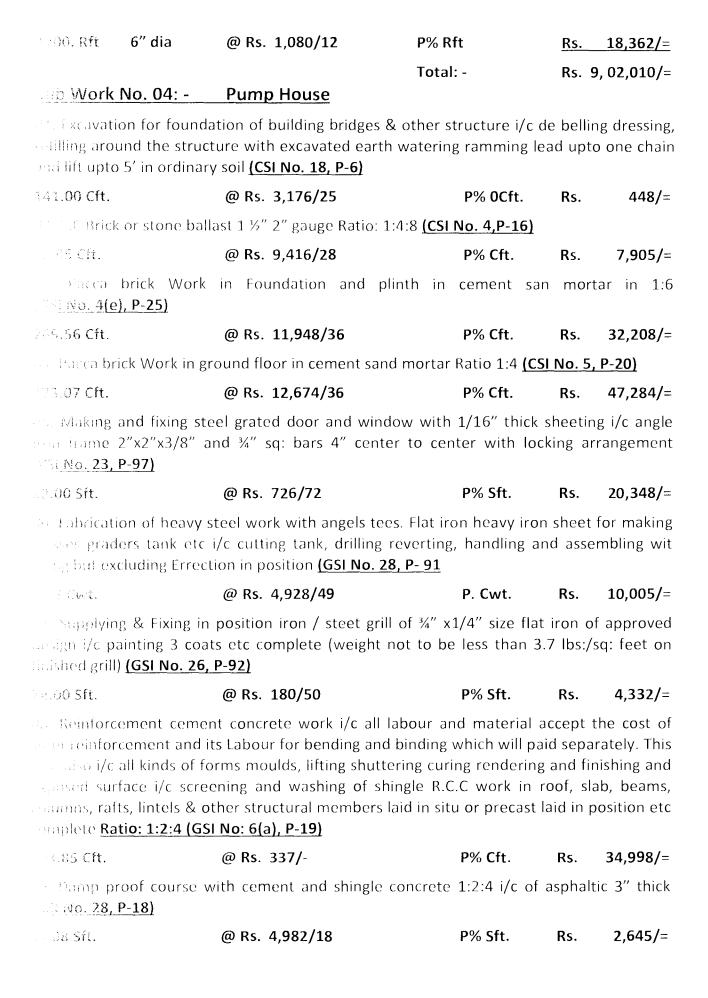
Excavation for pipe line in trenches i/c pits in soft soil i/c trimming and dressing sides to time alignment and shape leveling of beds of trenches to correct level and grade cutting. sents holes & disposal of surplus earth within one chain or as directed by Engineer stange i/c providing fence guards light flanges and temporary crossing for non vehicular Allo where ever required lift upto 5' and lead upto one chain. (PHSI No. 2, P-46) P% 0Cft. @ Rs. 3,600/= 5.900.00 Cft. Rs. 42,840/= 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) 1700.00. Rft @ Rs. 440/= P. Rft Rs. 7, 48,000/= Sumplying Blank Flanges (PHSMI No. 12, P-17) @ Rs. 2,750/-22,000/= P. each Rs. Nos. Density Polyethylene Fittings (PE 100)(PN-10) 50.2. Supplying Elbow 90 (outer dia) (PHSMI No. A, P-18) Eile E @ Rs. 4,349/-17,396/= 1. NOS. P. each Rs. Supplying Butt Fusion Joints (PHSMI No., P- 20) (PN-10) 160 @ Rs. 1,000/-P. each 10,000/= Rs. O Nos. 36. Supplying Flange Adopter (Approved Rate) 6" dia @ Rs. 2, 025/-P. each Rs. 8,100/= ·405. supplying Flange (PHSMI No: 12, P-17) 1.4 @ Rs. 500/-P. each Rs. 2,000/= A. Nos. 35. Jointing C.I M.S flanged pipe and specials flanged end inside trenches i/c supply rubber sancking of required thickness ruts belts with washers and other tools required for jointing testing the joints to the specified pressure etc complete (PHSMI No. 1, P-33) . Ada @ Rs. 938/-P. Joint in Joints Rs. 3,752/= Refilling the excavated stuff in trenches in 6" thick for leveling dressing i/c watering remaining to full compaction etc complete (PHSMI-No. 24. P-53) 曲粉 excavated stuff to be refilled 29,560/= @ Rs. 2,760/-P%0 Cft Rs. 10710. Cft

Cartage of UPVC /P.E pressure pipe of any class with collars by mechanical transport i/c

ling un loading and stacking at site (PHSI No. 4, P-6)

P.E Pipe Rising Main

138 Work No. 03: -



	inforcement for C.C i/c cutting, b ng wire also i/c des removal of rust		-	-
4 17 Cwt.	@ Rs. 5,001/70	P. Cwt.	Rs.	20,857/=
El Cement Plaster 1:6 1/2	2" thick upto 12' height (CSI-No. 1 2	L. P-58)		
55.4 2 Sft.	@ Rs. 2,206/60	P% Sft.	Rs.	13,547/=
ement Plaster pointin	g struck joints on walls 1:3 (CSI-N	o. 19. P-28)		
4.49 Sft.	@ Rs. 1,213/58	P% Sft.	Rs.	6,244/=
. 1 1 ement Plaster 1:4, 3/8	8" thick upto 12' height (CSI-No. 1	1. P-53)		
-43.9 2 Sft.	@ Rs. 2,197/52	P% Sft.	Rs.	13,491/=
	thick C.C topping (1:2:4 ratio) i/c s vol: III P-II item No. 6(c), P-42)	urface finishi	ng and	dividing in
130.00 Sft.	@ Rs. 4,411/82	P% Sft.	Rs.	5,294/=
and Primary coat of chalk d	itemper <u>(CSI No. 28, P-60)</u>			
733. 92 Sft.	@ Rs. 442/75	P% OSft.	Rs.	3,249/=
Distempering two coas	t. <u>(CSI No. 24, P-60)</u>			
.::2.41 Sft.	@ Rs. 1,043/90	P% OSft.	Rs.	13,032/=
Treparing surface & pa	inting doors & windows of any typ	e i/c edges <u>(cs</u>	SI No. 5(c),	P-69) 2 coats)
.50 SA.	@ Rs. 1,489/68	P% Sft.	Rs.	1,192/=
11 Eilling watering new ea	rth <u>(CSI No. 29, P-25)</u>			
>2.00 Cft.	@ Rs. 3,630/-	P% Sft.	Rs.	1,423/=
		Total: -	Rs. 2,	38,502/=
b Work No. 05: -	Repair of Civil Structure of E	xisting Disp	osal W	<u>/ork</u>
、C Brick or Stone balla	st 1 ½" gauge Ratio 1:4:8 (CSI No.	4, P-16)		
IO Cit.	@ Rs. 9,416/28	P% OCft.	Rs.	3,729/=
— Pacca brick Work otherwise mortal 1:6 (GSI No. 7)	er than building i/c stricking of joi , P-23)	nts upto 20'	height i	n cement
00 Cft.	@ Rs. 12,346/65	P% Cft.	Rs.	48,275/=
, ,	thick C.C topping (1:2:4 Ratio) i/o.vol: III item No. 6, (c) P-42)	surface finis	hing an	d dividing
AAO. 00 Sft.	@ Rs. 4,477/82	P% Sft.	Rs.	5,294/=
ee. Cement Plaster 1:6 1/2	" thick upto 12' height (CSI-No. 11	<u>. P-58)</u>		
21 02.88 Sft.	@ Rs. 2,206/60	P% Sft.	Rs.	46,402/=

Land Cement Plaster 1:4 3/8" thick upto 12' height (CSI-No. 11. P-53)

— 22.58 Sft. @ Rs. 2,197/52 P% Sft. Rs. 46,211/=

- ement Plaster pointing struck joints on walls 1:3 (CSI-No. 19, P-28)

27 0.00 Sft. @ Rs. 1,213/58 P% Sft. Rs. 18,204/=

hamary coat of chalk ditemper (CSI No. 28, P-60)

2.88 Sft. @ Rs. 442/75 P% 0Sft. Rs. 9,842/=

Distempering two coast. (CSI No. 24, P-60)

@ Rs. 1,043/90 P% 0Sft. Rs. 37,610/=

Total: - Rs. 2, 15,567/=

G. Total: -	Rs. 16, 71,231-0
05. Sub Work No. 05, Repair of Civil Structure of Ex: D/W	Rs. 2, 15,567-0
04. Sub Work No. 04, Pump House for Disposal Work	Rs. 2, 38,502-0
63. Aub Work No. 03, P.E Pipe Rising Main	Rs. 9, 02.010-0
Sub Work No. 02 Inter Connection of Pumping Machinery	Rs. 1, 10.152-0
OT. Sub Work No. 1 Pumping Machinery	Rs. 2, 05,000-0

NDITIONS

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

Contractor

Administrator

Town Committee Warah