

**OFFICE OF THE EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION THARPARKAR @ MITHI**  
**No. TC/G-55/ 245 dated 15 /03 /2016.**

**NOTICE INVITING TENDERS.**

All the interested contractors/firms/parties meeting the eligibility criteria should have been invited to participate. As per SPPRA rule 2010.

S.#	Name of Work	Estimated Cost	Bids Money	Tender Fee	Period of Completion
01	02	03	04	05	06
01	Providing Diesel Generator, Generator Room, Store Room and Kitchen for Rest House Chachro District Tharparkar (i) (Construction of Generator Room, Store Room & Kitchen.)	0.852 (M)	17040/-	1000/-	06-Months
02	Construction of Waiting Room (02-Units) & Construction of Library (01-Units in District Tharparkar (i) Waiting Room at Dargah Mean Shah Ghazi U/C Vejhiar (ii) Waiting Room at Dargah Razi Shah (iii) Library at Sirhandi Madarsa Islamkot	2.278 (M) 2.278 (M) 2.278 (M)	45560/- 45560/- 45560/-	1000/- 1000/- 1000/-	06-Months 06-Months 06-Months
03	Renovation /Improvement Office of the Executive Engineer Building Division Tharparkar	5.487 (M)	109740/-	3000/-	12-Months
04	(i) Renovation/ Rehabilitation of Deputy Commissioner Complex Mithi (ii) Renovation of Internal E.I.	9.639 (M) 2.500 (M)	192780/- 50000/-	3000/- 2000/-	06-Months 06-Months
05	Construction of Compound Wall at Muslim Graveyard Mokhai U/C Virawah Taluka Nagarparkar	3.006 (M)	60120/-	2000/-	06-Months
06	Renovation /Rehabilitation of (1) Rest House Chachro (2) Mukhtiarkar Office i/c Judicial Lock-up Chachro (3) Mukhtiarkar Residence Chachro Category 3rd Bungalow (01-No) (i) Construction of Chowkida: Room Rest House Chachro. (ii) Renovation/ Rehabilitation of Mukhtiarkar Office i/c Judicial Lock-Up Chachro. (iii) Renovation/ Rehabilitation of Mukhtiarkar Residence Chachro Category 3rd Bungalow 1-No.	1.297 (M) 1.147 (M) 2.329 (M)	25940/- 22940/- 46580/-	1000/- 1000/- 2000/-	06-Months 06-Months 06-Months
07	Renovation / Rehabilitation of Residential Quarters in Revenue Colony Mithi	9.941 (M)	198820/-	3000/-	12-Months
08	Construction of first floor of Category 2nd Bungalow for District Officer Social Welfare Tharparkar (Converted into Annexi Building) @ Mithi	12.942(M)	258840/-	3000/-	18-Months

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09	<b>Construction of Enclosure (Compound Wall &amp; Steel Gate).</b>				
	(i) At Muslim Graveyard Mithi.	4.638 (M)	92760/-	3000/-	12-Months
	(ii) At Hindu Graveyard Mithi.	4.638 (M)	92760/-	3000/-	12-Months
	(iii) Hindu Graveyard Kaloi.	4.638 (M)	92760/-	3000/-	12-Months
10	Rehabilitation and Provision of Machinery Equipments, Furniture in existing Vocational Centers in District Tharparkar (6-Units) (i) At Mithi Taluka Mithi. (ii) At Diplo Taluka Diplo. (iii) At Islamkot Taluka Islamkot. (iv) At Chachro Taluka Chachro. (v) At Chelhar Taluka Mithi. (vi) Nagarparkar Taluka Nagarparkar.	0.742 (M)	14840/-	1000/-	06-Months
11	Renovation/ Rehabilitation of Old Gymkhana Club Mithi.	1.857 (M)	37140/-	1000/-	06-Months
12	<b>Renovation of Existing Technical Training Centre (TTC) @ Nagarparkar.</b>				
	(i) Renovation Work (Civil).	0.950 (M)	19000/-	1000/-	06-Months
	(ii) Renovation Work (Internal E.I).	1.458 (M)	29160/-	1000/-	06-Months
13	Provision of Street Light in Mithi Town at Hindu Graveyard.	1.800 (M)	36000/-	1000/-	06-Months
14	Provision of Street Light in Mithi Town at Muslim Graveyard.	1.800 (M)	36000/-	1000/-	06-Months

**Programme for Issue/Receipt and Opening of Tenders.**

S.#	Details	1 <sup>st</sup> Attempt	In case of un-responded work
			2 <sup>nd</sup> Attempt
1.	Last date of receipt of application for issuance of blank tender form the date of publication of NIT.	11/04/2016	28/04/2016
2.	Date of receiving and opening of tenders (Tenders will be received up to 1:00 pm and opened at 1:45 pm).	12/04/2016	29/04/2016

1. Contract documents and other terms and condition can be seen and blank tenders obtained from the office of the undersigned on payment of tenders fee.
2. No. conditional tenders will be entertained.
3. The procuring agencies shall announce the result of bid evaluation in the form of a report, giving justification for acceptance or rejection of bids at least 10 days prior to the award of procurement contract.
4. The procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPP Rules 2010.
5. The Tender Fee will be received as per procurement packages.
6. Eligibility conditions for intending participants are as under.
  - i. Registration with Pakistan Engineering Council in the relevant filed of specialization of work and to the extent of tender amount of each work.
  - ii. Bio data of Engineers and technical staff working with the firm.
  - iii. Documentary evidence of works executed /works in progress and certificate of satisfactory completion of works by the employers.
  - iv. List of works in progress indicating cost of each work and copy of letter of award of work.
  - v. List of Machinery and equipment available with documentary evidence of its ownership certificates of Bank showing credit worthiness along with Bank statement.

7. Registration with income Tax department (NTN Certificates) and copy of N.I.C.
8. Under Taking on Affidavit that firm is not involved in any litigation or abandoned any work in the department.
9. The bidders should submit earnest money as shown against each work in shape of call deposit prepared from the scheduled bank in the favour of the under signed.
10. Affidavit to the effect that the Firm/contractor have not been black listed previously by any executing agency.
11. Affidavit with effect that all documents/particulars/information furnished are true & correct.
12. In case of Firm, list of partners/Partnership Deed, giving full particulars of Directors/proprietors or others connected along-with Power of Attorney. In case of being sole proprietors such undertaking on affidavit be furnished.
13. In case of works costing below Rs.4.00 (M) the conditions @ S.No.6 will not be applicable.
14. In case of undesirable circumstances on submission/opening date and time or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time and venue.
15. The N.I.T can be seen on Sindh Government web site [www.sindh.gov.pk](http://www.sindh.gov.pk) and [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk).

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**EXECUTIVE ENGINEER**  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

**Copy forwarded with compliments for information to:-**

- 1). The Secretary Information Technology, Govt: of Sindh Secretariat No. 6 @ Karachi along-with copies of N.I.T for favour of information and placing them on the Web site of Sindh Government.
- 2). The Deputy Commissioner, Tharparkar @ Mithi
- 3). The Director (CB) Sindh Public Procurement Regulatory Authority Block No. 8, Sindh Secretariat No 4-A, Court Road, Karachi.
- 4). The Superintending Engineer, Works & Services, Department, Tharparkar @ Mithi, for kind information.
- 5). The Executive Engineer (All) under Superintending Engineer, Works & Services Department, Tharparkar @ Mithi, for information wide publicity.
- 6). The Assistant Engineer Sub Division (All) under Executive Engineer Buildings Division, Tharparkar @ Mithi for information wide publicity.
- 7). Assistant/Head Clerk/Drawing Branch/Notice Board (Local).

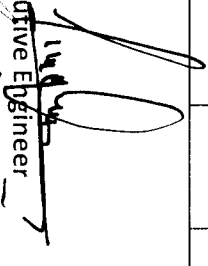
  
**EXECUTIVE ENGINEER**  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

**ANNUAL PROCUREMENT PLAN FOR THE YEAR 2015-16 IN RESPECT OF EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI WORKS &**

**SERVICES DEPARTMENT GOVERNMENT OF SINDH.**

S.No	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (in Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/Non-ADP)	Project procurement method	Timing of Procurement			
								1ST QTR	2ND QTR	3RD QTR	4TH QTR
1	2	3	4	5	6	7	8	9	10	11	12
<b>PSDP 2015-16</b>											
1	Providing Diesel Generator, Generator Room, Store Room and Kitchen for Rest House Chachro District Tharparkar		3.0370	3.0370		District Government (PSDP)	Single Stage one Envelope				
2	Construction of Waiting Room (02-Units) & Construction of Library (01-Units in District Tharparkar		7.5000	7.5000		District Government (PSDP)	Single Stage one Envelope				
3	Renovation /Improvement office of the Executive Engineer Building Division Tharparkar		5.9420	5.9420		District Government (PSDP)	Single Stage one Envelope				
4	Renovation / Rehabilitation of Deputy Commissioner Complex Mithi		13.0000	13.0000		District Government (PSDP)	Single Stage one Envelope				
5	Construction of Compound Wall at Muslim Graveyard Molskai T/C Virawah Taluka Nagarparkar		3.2000	3.2000		District Government (PSDP)	Single Stage one Envelope				
6	Renovation / Rehabilitation of (1) Rest House Chachro (2) Mukhtarkar Office i/c Judicial Look-up Chachro (3) Mukhtarkar Residence Chachro Category 3rd Bungalow (01-No)		5.0000	5.0000		District Government (PSDP)	Single Stage one Envelope				
7	Renovation / Rehabilitation of Residential Quarters in Revenue Colony Mithi		10.4250	10.4250		District Government (PSDP)	Single Stage one Envelope				
8	Construction of first floor of Category 2nd Bungalow for District Officer Social Welfare Tharparkar (Converted into Annex Building) @ Mithi		15.8000	15.8000		District Government (PSDP)	Single Stage one Envelope				
9	Construction of Enclosure @ (1) Muslim Graveyard Mithi (2) Hindu Graveyard Mithi (3) Hindu Graveyard Kabor		15.0000	15.0000		District Government (PSDP)	Single Stage one Envelope				
10	Rehabilitation and Provision of Machinery Equipments, Furniture in existing Vocational Centrs in District Tharparkar (6-Units)		2.3400	2.3400		District Government (PSDP)	Single Stage one Envelope				

S.No	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (in Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/Non-ADP)	Project procurement method	Timing of Procurement			
								1ST QTR	2ND QTR	3RD QTR	4TH QTR
1	2	3	4	5	6	7	8	9	10	11	12
11	Renovation/ Rehabilitation of Old Gymkhana (Club) Mithi		2.0000	2.0000		District Government (PSDP)	Single Stage one Envelope				
12	Renovation of Existing Technical Training Centre (TTC) @ Nagarparkar		3.0000	3.0000		District Government (PSDP)	Single Stage one Envelope				
13	Provision of Street Light in Mithi Town at Hindu Graveyard.		18.0000	18.0000		District Government (PSDP)	Single Stage one Envelope				
14	Provision of Street Light in Mithi Town at Muslim Graveyard.		18.0000	18.0000		District Government (PSDP)	Single Stage one Envelope				

  
**Executive Engineer**  
 Buildings Division  
 Tharparkar

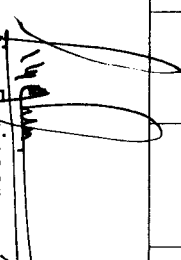
**ANNUAL PROCUREMENT PLAN FOR THE YEAR 2015-16 IN RESPECT OF EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI WORKS &**

**SERVICES DEPARTMENT GOVERNMENT OF SINDH.**

S.No	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (in Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/Non-ADP)	Project procurement method	Timing of Procurement			
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6	Renovation /Rehabilitation of (1) Rest House (Chachro (2) Mukhtarkar Office U/c Judicial Lock-up (Chachro (3) Mukhtarkar Residence Chachro Category 3rd Bungalow (01-No)		5.0000	5.0000		District Government (PSDP)	Single Stage one Envelope				
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8	Construction of first floor of Category 2nd Bungalow for District Officer Social Welfare Tharparkar (Converted into Annex Building) @ Mithi		15.8000	15.8000		District Government (PSDP)	Single Stage one Envelope				
9	Construction of Enclosure @ (1) Muslim Graveyard Mithi (2) Hindu Graveyard Mithi (3) Hindu Graveyard Kaloi		15.0000	15.0000		District Government (PSDP)	Single Stage one Envelope				
10	Rehabilitation and Provision of Machinery Equipments, Furniture in existing Vocational Centres in District Tharparkar (6-Units)		2.3400	2.3400		District Government (PSDP)	Single Stage one Envelope				

S.No	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (in Million Rs.)	Funds allocated (in Million Rs.)	Source of Funds (ADP/Non-ADP)	Project procurement method	Timing of Procurement			
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1	2	3	4	5	6	7	8	9	10	11	12
11	Renovation/ Rehabilitation of Old Gymkhana Club Mithi		2 0000	2.0000		District Government (PSDP)	Single Stage one Envelope				
12	Renovation of Existing Technical Training Centre (TTTC) @ Nagarparkar		3 0000	3.0000		District Government (PSDP)	Single Stage one Envelope				
13	Provision of Street Light in Mithi Town at Hindu Graveyard.		18.0000	18.0000		District Government (PSDP)	Single Stage one Envelope				
14	Provision of Street Light in Mithi Town at Muslim Graveyard.		18.0000	18.0000		District Government (PSDP)	Single Stage one Envelope				
15	Renovation / Rehabilitation of Category 3rd Bungalow at Taluka Headquarter Hospital Nagarparkar (03-Lnits)		9.0800	9.0800		District Government (PSDP)	Single Stage one Envelope				
16	Rehabilitation of Residential Quarters in old DHCO Colony Mithi		2.0000	2.0000		District Government (PSDP)	Single Stage one Envelope				
17	Construction of Medical Dispensaries In Taluka Diplo & Islamkor (10-Lnits) @ Village Parhvari & Others		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				
18	Construction of Medical Dispensaries In Taluka Islamkor (10-Lnits) @ Village Gorihar & Others		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				
19	Constr of Medical Dispensaries In Taluka Islamkor & Mithi (10-Lnits) @ Village Sulaman Hajam (Hakeem Hajam) & Others		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				
20	Construction of Medical Dispensaries In Taluka Nagarparkar (10-Lnits) @ Village Vehal & Others		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				
21	Provision of New Flooring t/c Colouring etc at Gadhi Bhit Mithi		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				
22	Construction of Medical Dispensaries In Taluka Chachro (10-Lnits) @ Village Menhal Baicer & Others		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				

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								1ST QTR	2ND QTR	3RD QTR	4TH QTR
1	2	3	4	5	6	7	8	9	10	11	12
23	Construction of Medical Dispensaries In Taluka Chachro & Dahli (06-Limits) @ Village Meghe Jo Jar & Others		12.0000	12.0000		District Government (PSDP)	Single Stage one Envelope				
24	Renovation of Makhriarkar Offices Mirhi, Diplo, Nagaiparkar & Old Makhriarkar Office Working as Judicial Complex Mirhi		10.0000	10.0000		District Government (PSDP)	Single Stage one Envelope				
25	Construction of Veterinary Centers In Taluka Diplo & Islamkor (10-Limits) @ Village Yousif Jund & Others		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				
26	Construction of Veterinary Centers In Taluka Islamkor & Mirhi (10-Limits) @ Village Dandhi Allah Juro & Others		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				
27	Construction of Veterinary Centers In Taluka Mirhi & Nagaiparkar (10-Limits) @ Village Mau Akheraj & Others		20.0000	20.0000		District Government (PSDP)	Single Stage one Envelope				
28	Construction of Paths In Mirhi Town		16.0000	16.0000		District Government (PSDP)	Single Stage one Envelope				
29	Construction of Veterinary Centers In Taluka Nagaiparkar (03-Limits) @ Village Rathi Samran & Others		6.0000	6.0000		District Government (PSDP)	Single Stage one Envelope				
30	Construction of Veterinary Centers In Taluka Chachro (07-Limits) @ Village Saharo Bheel & Others		14.0000	14.0000		District Government (PSDP)	Single Stage one Envelope				
31	Construction of Veterinary Centers In Taluka Dahli (04-Limits) @ Village Kheme Jo Par & Others		8.0000	8.0000		District Government (PSDP)	Single Stage one Envelope				

  
**Executive Engineer**  
 Buildings Division  
 Tharparkar



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

NO.TC/G-55/192 Dated: 07 / 03 /2016.

To,

The Superintending Engineer,  
Works & Services,  
**Tharparkar.**

**SUBJECT: - REQUEST FOR ISSUANCE OF COMPLIANT  
REDRESSAL COMMITTEE NOTIFICATION AS PER  
SPPRA RULE 2010(31).**

It is submitted that the matter may kindly be moved to higher authorities for issuance of Notification to constitute a Complaint Redressal Committee as per SPPRA Rule 2010(31) required for calling the NIT's with the following composition and TORs:-

1.	Superintending Engineer Works and Services Tharparkar	Chairman
2.	Executive Engineer Highways Division Tharparkar	Member
3.	Divisional Accounts Officer Buildings Division Tharparkar	Member

**Terms of Reference:-**

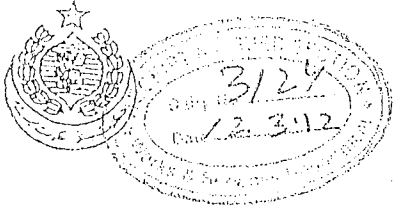
1. Prohibit the procurement committee from acting or deciding in a manner inconsistent with these rules and regulations.
2. Annual in whole or in part, any unauthorized act or decision of the procurement committee.
3. Reverse any decision of the procurement committee or substitute its own decision for such a decision.

*N.*  
*of* **Executive Engineer**  
Buildings Division  
Tharparkar

**Copy forwarded with compliments for information to:-**

- 1). The Deputy Commissioner, Tharparkar for favour of information.
- 2). The Manager (Assessment-V) SPPRA Karachi for information.

*N.*  
*of* **Executive Engineer**  
Buildings Division  
Tharparkar



GOVERNMENT OF SINDH  
SERVICES, GENERAL ADMINISTRATION &  
COORDINATION DEPARTMENT

**NOTIFICATION**

NO.SO(C-IV) SGA&CD/4-64/09: The Government of Sindh has been pleased to constitute a Complaint Redressal Committee as per SPPRA Rules 2010 (31), with the following composition and TORs:-

1	Additional Chief Secretary (Dev.), P&D Department, Govt. of Sindh	Chairman
2	Representative of the Accountant General Sindh	Member
3	Mr. Manzar Zahoor, Independent Professional	Member

Terms of Reference:

- Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations,
- Annual in whole or in part, any unauthorized act or decision of the procurement committee.
- Reverse any decision of the procurement committee or substitute its own decision for such a decision.

CHIEF SECRETARY SINDH

NO: SO(C-IV) SGA&CD/4-64/09

Karachi, dated the 10<sup>th</sup> March, 2012.

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

- Senior Member, Board of Revenue Sindh.
- Additional Chief Secretary (Dev.), P&D Department, Govt. of Sindh.
- Additional Chief Secretary, Home Department, Govt. of Sindh.
- Secretary to Governor Sindh.
- Secretary to Chief Minister Sindh.
- Administrative Secretaries (All) Govt. of Sindh. *Archieves & Services*
- Chairman / Member of the Committee.
- Deputy Secretary (Staff) to Chief Secretary Sindh.
- P.S. to Chief Secretary Sindh.
- P.S. to Secretary (I&C), SGA&CD.
- Master file.

*Car*  
10/03/2012  
SECTION OFFICER (C-IV)

*13/3*  
*13/3*  
*copy to all P.Ds*  
*9/12/12*  
*M.M.*



GOVERNMENT OF SINDH  
WORKS & SERVICES DEPARTMENT

Karachi, dated the 19th May, 2014.

NOTIFICATION

No. E&A(W&S)3-9/91/2014: With the approval of competent authority, Procurement Committee in terms of Rule-7 of Sindh Public Procurement Rules-2010; is hereby constituted for procurement of "Goods / Works" in the office of Executive Engineer, Buildings Division, Tharparkar @ Mithi excluding procurement involving foreign exchange with the following composition:-

- |      |  |          |
|------|--|----------|
| i)   | Superintending Engineer,<br>Works & Services,<br>Tharparkar @ Mithi. | Chairman |
| ii)  | Executive Engineer,<br>Buildings Division,<br>Tharparkar @ Mithi.    | Member   |
| iii) | Executive Engineer,<br>Public Health Engineering Division,<br>Mithi. | Member   |

2. The Functions & Responsibilities of the Committee, in term of Rule-7 & 8 of SPPR-2010, shall be as under:

- Preparing of bidding documents.
- Carrying out Technical as well as Financial Evaluation of the bids.
- Preparing Evaluation report as provided in Rule-45;
- Making recommendation for the award of contract to the competent authority;  
and
- Perform any other function ancillary and incidental to the above.

QAZI SHAHID PERVEZ  
SECRETARY TO GOVT. OF SINDH

No. E&A(W&S)3-9/91-2014

Karachi, dated the 19th May, 2014.

A copy is forwarded for information to:-

- The Accountant General, Sindh, Karachi.
- The Secretary to Govt. of Sindh, Public Health Engg. Department, Karachi.
- The Managing Director, SPPRA, Karachi.
- The Chief Engineer (Highways/Buildings), Hyderabad.
- The Superintending Engineer, Works & Services, Tharparkar @ Mithi.
- The Deputy Director, PM&E Cell, W&SD.
- P.A to Addl. Secretary (Tech.), W&SD.
- P.A to Dy. Secretary (Tech.), W&SD.
- The Chairman / Members of the Committee.
- Notification file.

(MUHAMMAD ZAKIR)  
SECTION OFFICER (GENERAL)  
FOR SECRETARY TO GOVT. OF SINDH

Handwritten notes and signatures at the bottom left of the page, including a circular stamp and various initials.

*STANDARD BIDDING DOCUMENT*

*PROCUREMENT OF WORKS*

*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:- Providing Diesel Generator, Generator Room, Store Room and Kitchen for Rest House Chachro District Tharparkar**

**(i) (Construction of Generator Room, Store Room & Kitchen.)**

Issue to Mr./MS.

And Charged **Rs. 1000/-**

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are

Included as Conditions of Contract and *Contract Data*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **BIDDING DATA**

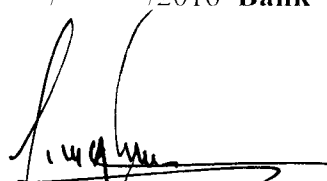
- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- **Providing Diesel Generator, Generator Room, Store Room and Kitchen for Rest House Chachro District Tharparkar**  
(i) (Construction of Generator Room, Store Room & Kitchen.)
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At 2%)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/c bid Security):- Rs. (At 6%)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

**CD No.**

**Amount**

**Dated:**

/ /2016 Bank

  
**EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION THARPARKAR**  
**@ MITHI**

## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

(ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.  
Procuring Agency/Engineer may invite fresh bids for remaining work.

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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



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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

**CONSTRUCTION OF GENERATOR ROOM, STORE ROOM &  
KITCHEN FOR REST HOUSE CHACHRO**

**ABSTRACT SHEET/SCHEDULE "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
		<b><u>PART "A"</u></b>			
3335-Sft	1	Cement plaster 1:6 upto 12' height (a)3/8" Thick . (Rs: Two thousand one hundred ninty seven & Ps: fifty two only).	2197/52	%Sft	73287/-
792-Sft	2	Cement concrete brick or stone ballast 1 1/2" to 2" gauze. 1:5:10.  (Rs. Eight thousand one hundred twenty two only)	8122/95	%Sft	64334/-
988-Sft	3	Laying floors of approved coloured glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2:4. (Rs. Twenty seven thousand seven hundred forty seven & Ps: six only)	27747/06	%Sft	274141/-
231-Sft	4	White glazed tile 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (Rs: Twenty eight thousand two hundred fifty three & Ps: sixty one only).	28253/61	%Sft	65266/-
167-Sft	5	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter). (Rs: Nine hundred two & Ps: Ninty three only).	902/93	P.Sft	150789/-
2344-Sft	6	Providing and laying 3" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels. (Rs. Four thousand four hundred eleven & Ps. Eighty two only)	4411/82	%Sft	103413/-
17.50-Rft	7	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for doors using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs: Two hundred twenty eight & Ps: ninty only).	228/90	P.Sft	4006/-
50-Rft	8	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for windows using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs: Two hundred forty & Ps: fifty only).	240/50	P.Sft	12025/-
916-Sft	9	White wash three coats. (Rs: Eight hundred twenty nine & Ps: ninty five only).	829/95	%Sft	7602/-
3931-Sft	10	Preparing and surface and applying rock wall/shield (Natural wall texture) coating to provide durable crust to wall, thickness b/w 2mm to 32mm (1/8") with acrylic co-polymer emulsion selected marble chips adhesive and bactericides, water resistance and fire and termite resistance (up to 20'-0 height). (Rs: Four thousand five hundred four & Ps: fifty only)	4504/50	%Sft	177072/-
388-Sft	11	Painting new surfaces:- (c) Prepaing surface and painting of doors & windows any type, (including edges) (Rs. Two thousand one hundred sixteen & Ps. Forty one only)	2116/41	%Sft	8212/-
979-Sft	12	Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Three coats). (Rs: One thousand two hundred seventy & Ps: eighty three only).	1270/83	%Sft	12441/-

41-Rft 13 Khassi Parnalas in cement and sand mortar (1:2) 12" outside width finished smooth with a floating coat of neat cement (Rs: Seventy & Ps: thirty four only) 70/34 P-Rft 2884/-

TOTAL "A" 875560/-

( \_\_\_\_\_ % Above / Below) Amount Added / Deducted Total (b) \_\_\_\_\_

( Rupees \_\_\_\_\_ )

(a+b)= Total "A" \_\_\_\_\_

**PART "B"**

1 Providing, Laying UPVC pipes of Class 'D' fixing in trench i/c cutting, fitting and jointing with solvent cement i/c testing with water to a head of 112 meter or 400 ft (P.H.E)  
 100-Rft b) (3/4" dia) (Rs. Nineteen only) 19/- P-Rft 1900/-  
 150-Rft c) (3" dia) (Rs. One hundred thirty six only) 136/- P-Rft 20400/-

3-Nos 2 Supply and fixing in long bib cock of superior quality with C.P 1/2" dia . (Rs. One thousand one hundred nine & Ps. Forty six only) 1109/46 Each 3328/-

1-No 3 Providing and fixing steel sinks stainless local make complete with cast iron or wrought iron brackets 6 inches built in wall, 1-1/2" c.p brass waste, with 1-1/2" P.V.C waste pipe & making requisite number of holes in wall & plinth and floor for pipe connection & making good in cement concrete 1:2:4 (c) steel sink stainless sized 33" x 18" local make (stainless pattern) (Rs. Five thousand seven hundred twelve & Ps. Thirty only) 5712/30 Each 5712/-

TOTAL "B" 31340/-

( \_\_\_\_\_ % Above / Below) Amount Added / Deducted Total (b) \_\_\_\_\_

( Rupees \_\_\_\_\_ )

Total (a+b)= "B" \_\_\_\_\_

**SUMMARY**

**Cost of Bid**

- i- A-Cost based on composite Schedule of Rates Rs: \_\_\_\_\_
- ii- B-Cost based on composite Schedule of Rates Rs: \_\_\_\_\_

Total Cost of Bid ( C ) Rs: \_\_\_\_\_

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 BUILDINGS DIVISION  
 THARPARKAR

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

**NAME OF WORK:- Construction of Waiting Room (02-Units) & Construction of Library (01-Units in District Tharparkar**

**(i) Waiting Room at Dargah Mean Shah Ghazi U/C Vejhiar**

Issue to Mr./MS.

And Charged **Rs. 1000/-**

Vide D.R No. \_\_\_\_\_ dated: / /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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.

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

## **BIDDING DATA**

- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Construction of Waiting Room (02-Units) & Construction of Library (01-Units in District Tharparkar.  
(i) Waiting Room at Dargah Mean Shah Ghazi U/C Vejhiar.
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At **2%**)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/c bid Security):- Rs. (At **6%**)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At **7.50%** I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At **10%**)

**CD No.**

**Amount**

**Dated:**

/ /2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

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

- (i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

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

(ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.  
Procuring Agency/Engineer may invite fresh bids for remaining work.

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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



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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

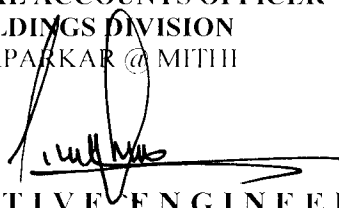
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum Payable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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

**CONSTRUCTION OF WAITING ROOM (02-UNITS) & CONSTRUCTION OF  
LIBRARY (01-UNITS) IN DISTRICT THARPARKAR (I) WAITING ROOM @  
DARGAH MEAN SHAH GHAZI U/C VEJHAR**

**ABSTRACT SHEET / SCHEDULE "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
1029-Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%Cft	3268/
809-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. (Rs. Eight thousand one hundred twenty two Ps. Ninety five only)	8122/95	%Cft	65715/
856-Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight only)	11948/36	%Cft	102278/-
389-Cft	04	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs. Three hundred thirty seven only)	337/-	P.Cft	131093/-
13.22-Cwt	05	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. Tor Bar. (Rs. Five thousand one Ps. Seventy only)	5001/70	P.Cwt	66122/
2.33-Cwt		Mild Steel (Rs. Four thousand eight hundred twenty Ps. Twenty only)	4820/20	P.Cwt	11231/-
686-Cft	06	Filling watering and ramming earth in floor with surplus earth from foundation lead up to one chain and lift up to 5' ft. (Rs. One thousand five hundred twelve Ps. Fifty only)	1512/50	%Cft	1038/-
1532-Cft	07	Pacca brick work in G.Floor in cement mortar 1:6 (Rs. Twelve thousand six hundred forty four Ps. Thirty six only)	12674/36	%Cft	194171/-
26.11-Cwt	08	Supplying R.S Grider 4"x8" size of approved quality (Rs. Three thousand eight hundred fifty only)	3850/	P.Cwt	100524/

21.21-Cwt	09	Supplying of R.S.T iron 2"x2"x 1/4" size of approved quality. (Rs. Three thousand five hundred seventy five only)	3575/-	P.Cwt	75826/-
47.32 Cwt	10	Erection rolled steel beams or old rails in roof etc erection and fixing in position. (Rs. One hundred eighty six Ps. Thirty four only)	186/34	P.Cwt	8818/
982-Sft	11	First Class tile roofing consisting of 4" earth and 1" mud plaster with Gobri leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12"x6"x 1 1/4" laid in 1:6 cement mortar including 1/2" sand wiched layer of 1:6 cement mortar i/c 1:2 cement pointing underside of tiles complete including curing etc. (Rs. Eleven thousand four hundred forty three Ps. Ten Only)	11443/10	%Sft	112371/
982-Sft	12	P/L single per laver of polythene sheet 0.13 mm thick for water proofing as per specification and instruction of Engineer incharge. (Rs. Ten Ps. Seventy only)	10/70	%Sft	10507/-
982-Sft	13	Providing and fixing with jute felt paper of 60 Lbs over roof i/c cleaning of roof with wire brush and removing dust, appling bitumen coat at the rate of 34 Lbs per % sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc. (Rs. One hundred six Ps. Seventy three only)	106/73	P.Sft	104809/-
3408-Sft	14	Cement plaster 1:6 upto 12' height 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	75201/-
3408-Sft	15	Cement plaster 1:4 upto 12' height 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	74891/-
4248-Sft	16	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	18808/-
4248-Sft	17	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	44345/
1714-Sft	18	White glazed tile 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (Rs. Twenty eight thousand two hundred fifty three Ps. Sixty one only)	27678/86	%Sft	481889/-
128-Sft	19	Providing and fixing steel grill door with single iron frame of 1 1/2" x 1 1/2" x 1/4" and flat iron of 3/4" x 1/4" with approved design and locking arrangement embedded in masonry as per instruction of Engineer incharge (Rs. Two hundred thirty one Ps. Sixty only)	231/60	P.Sft	29645/-

1347-Sft	20	Painting new surfaces:- Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Three coats) (Rs. One thousand two hundred seventy Ps. Eighty three only)	1270/83	%Sft	17118/-
4-Nos	21	Plain G.I Sheet iron spout fixed in place i/c painting. (Rs. Two hundred seventy five Ps. Eleven only)	275/11	Each	1100/-
<b>Total: (a)</b>					<b>1712612/-</b>

(..... % Above/Below) Amount added / Deducted

(Rupees:.....)

**Total (b)**


**(a + b) = Total "A"**

## S U M M A R Y

### COST OF BID:

1. A – Cost based on composite Schedule of Rate	Rs.
Total Cost of Bid ( ) –	Rs.

**Government  
Contractor**

  
**Executive Engineer  
Buildings Division  
Tharparkar**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

**NAME OF WORK:- Construction of Waiting Room (02-Units) & Construction of Library (01-Units in District Tharparkar**

**(ii) Waiting Room at Dargah Razi Shah**

Issue to Mr./MS.

And Charged Rs. 1000/-

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **BIDDING DATA**

(a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.

(b). Brief Description of Work:- Construction of Waiting Room (02-Units) & Construction of Library (01-Units in District Tharparkar.

(ii) Waiting Room at Dargah Razi Shah.

(c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.

(d). Estimated Cost:- Rs.

(e). Amount of Bid Security:- Rs. (At 2%)

(f). Period of Bid Validity (Days):- :-

(g). Security Deposit (i/c bid Security):- Rs. (At 6%)

(h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)

(i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016

(j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016

(k). Time for Completion from written order of Commence:- :- 06- (Six) Months

(l). Liquidity Damages:- Rs. (At 10%)

CD No.

Amount

Dated:

/ /2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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



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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

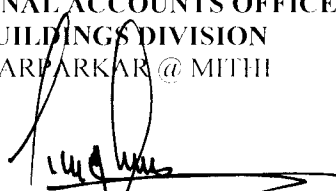
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum Payable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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

**CONSTRUCTION OF WAITING ROOM (02-UNITS) & CONSTRUCTION OF  
LIBRARY (01 UNITS) IN DISTRICT THARPARKAR (D) WAITING ROOM @  
DARGAH RAZI SHAH TALUKA MITHI**

**ABSTRACT SHEET / SCHEDULE "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
1029 Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%Cft	3258/-
809 Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. (Rs. Eight thousand one hundred twenty two Ps. Ninety five only)	8122/95	%Cft	65715/-
856-Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight only)	11948/36	%Cft	102278/-
389-Cft	04	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs. Three hundred thirty seven only)	337/-	P.Cft	131093/-
13.22 Cwt	05	Fabrication of mid steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. Tor Bar. (Rs. Five thousand one Ps. Seventy only)	5001/70	P.Cwt	66122/-
2.33-Cwt		Mild Steel (Rs. Four thousand eight hundred twenty Ps. Twenty only)	4820/20	P.Cwt	11231/-
686-Cft	06	Filling watering and ramming earth in floor with surplus earth from foundation lead up to one chain and lift up to 5' ft. (Rs. One thousand five hundred twelve Ps. Fifty only)	1512/50	%Cft	1038/-
1532-Cft	07	Pacca brick work in G.Floor in cement mortar 1:6 (Rs. Twelve thousand six hundred forty four Ps. Thirty six only)	12674/36	%Cft	194171/-
26.11-Cwt	08	Supplying R.S Grider 4"x8" size of approved quality (Rs. Three thousand eight hundred fifty only)	3850/-	P.Cwt	100524/-

21.21-Cwt	09	Supplying of R.S.T iron 2"x2"x 1/4" size of approved quality. (Rs. Three thousand five hundred seventy five only)	3575/-	P.Cwt	75526/
47.32-Cwt	10	Erection rolled steel beams or old rails in roof etc erection and fixing in positio n. (Rs. One hundred eighty six Ps. Thirty four only)	186/34	P.Cwt	8818/-
982 Sft	11	First Class tile roofing consisting of 4" earth and 1" mud plaster with Gobri leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12"x6"x 1 1/4" laid in 1:6 cement mortar including 1/2" sand wiched layer of 1:6 cement mortar i/c 1:2 cement pointing underside of tiles complete including curing etc. (Rs. Eleven thousand four hundred forty three Ps. Ten Only)	11443/10	%Sft	112371/-
982 Sft	12	P/L single per laver of polythene sheet 0.13 mm thick for water proofing as per specification and instruction of Engineer incharge. (Rs. Ten Ps. Seventy only)	10/70	%Sft	10507/-
982 Sft	13	Providing and fixing with jute felt paper of 60 Lbs over roof i/c cleaning of roof with wire brush and removing dust, appling bitumen coat at the rate of 34 Lbs per % sft as premix inter coats and ther laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc. (Rs. One hundred six Ps. Seventy three or ly)	106/73	P.Sft	104809/-
3408-Sft	14	Cement plaster 1:6 upto 12' height 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	75201/-
3408-Sft	15	Cement plaster 1:4 upto 12' height 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	74891/-
4248-Sft	16	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	18308/-
4248-Sft	17	Distempering (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	44345/-
1714-Sft	18	White glazed tile 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including fir ishing. (Rs. Twenty eight thousand two hundred fifty three Ps. Sixty one only)	27678/86	%Sft	481889/-
128-Sft	19	Providing and fixing steel grill door with single iron frame of 1 1/2" x 1 1/2" x 1/4" and flat iron of 3/4" x1/4" with approved design and locking arrangement embedded in masonry as per instruction of Engineer Incharge (Rs. Two hundred thirty one Ps. Sixty only)	231/60	P.Sft	29645/

1347-Sft	20	Painting new surfaces: Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Three coats) (Rs. One thousand two hundred seventy Eighty three only)	1270/83	%Sft	17118/-
4-Nos	21	Plain G.I Sheet iron spout fixed in place i/c painting. (Rs. Two hundred seventy five Ps. Eleven only)	275/11	Each	1100/-

**Total: (a) 1712612/-**

( ) % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

**(a + b) = Total "A"**

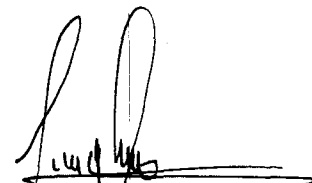
## S U M M A R Y

### COST OF BID:

1. A - Cost based on composite Schedule of Rate Rs. \_\_\_\_\_

Total Cost of Bid ( ) = Rs. \_\_\_\_\_

**Government  
Contractor**

  
**Executive Engineer  
Buildings Division  
Tharparker**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

**NAME OF WORK:- Construction of Waiting Room (02-Units) & Construction of Library (01-Units in District Tharparkar**

**(iii) Library at Sirhandi Madarsa Islamkot.**

Issue to Mr./MS.

And Charged **Rs. 1000/-**

Vide D.R No.                      dated:                      /                      /2016.

# INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

## **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

(a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.

(b). Brief Description of Work:- Construction of Waiting Room (02-Units) & Construction of Library (01-Units in District Tharparkar.

(ii) Library at Sirhandi Madarsa Islamkot.

(c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.

(d). Estimated Cost:- Rs.

(e). Amount of Bid Security:- Rs. (At 2%)

(f). Period of Bid Validity (Days):- :-

(g). Security Deposit (i/c bid Security):- Rs. (At 6%)

(h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)

(i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016

(j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016

(k). Time for Completion from written order of Commence:- :- 06- (Six) Months

(l). Liquidity Damages:- Rs. (At 10%)

**CD No.**

**Amount**

**Dated:**

/ /2016 Bank

  
**EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION THARPARKAR**  
**@ MITHI**



## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

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

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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

**CONSTRUCTION OF WAITING ROOM (02-UNITS) & CONSTRUCTION OF  
LIBRARY (01-UNITS) IN DISTRICT THARPARKAR LIBRARY @ SIRHAND  
MADARSA ISLAMKOT TALUKA ISLAMKOT**

**ABSTRACT SHEET / SCHEDULE "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
1029-Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%Cft	3268/-
809-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. (Rs. Eight thousand one hundred twenty two Ps. Ninety five only)	8122/95	%Cft	65715/-
856-Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight only)	11948/36	%Cft	102278/-
389-Cft	04	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs. Three hundred thirty seven only)	337/-	P.Cft	131093/-
13.22-Cwt	05	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. Tor Bar. (Rs. Five thousand one Ps. Seventy only)	5001/70	P.Cwt	66122/-
2.33-Cwt		Mild Steel (Rs. Four thousand eight hundred twenty Ps. Twenty only)	4820/20	P.Cwt	11231/-
686-Cft	06	Filling watering and ramming earth in floor with surplus earth from foundation lead up to one chain and lift up to 5' ft. (Rs. One thousand five hundred twelve Ps. Fifty only)	1512/50	%Cft	1038/-
1532-Cft	07	Pacca brick work in G.Floor in cement mortar 1:6 (Rs. Twelve thousand six hundred forty four Ps. Thirty six only)	12674/36	%Cft	194171/-
26.11-Cwt	08	Supplying R.S Grider 4"x8" size of approved quality (Rs. Three thousand eight hundred fifty only)	3850/-	P.Cwt	100524/-

21.21-Cwt	09	Supplying of R.S.T iron 2"x2"x 1/4" size of approved quality. (Rs. Three thousand five hundred seventy five only)	3575/-	P.Cwt	75826/-
47.32-Cwt	10	Erection rolled steel beams or old rails in roof etc erection and fixing in position. (Rs. One hundred eighty six Ps. Thirty four only)	186/34	P.Cwt	8818/-
982-Sft	11	First Class tile roofing consisting of 4" earth and 1" mud plaster with Gobri keeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12"x6"x 1 1/4" laid in 1:6 cement mortar including 1/2" sand wiced layer of 1:6 cement mortar i/c 1:2 cement pointing underside of tiles complete including curing etc. (Rs. Eleven thousand four hundred forty three Ps. Ten Only)	11443/10	%Sft	112371/
982-Sft	12	P/L single per laver of polythene sheet 0.13 mm thick for water proofing as per specification and instruction of Engineer incharge. (Rs. Ten Ps. Seventy only)	10/70	%Sft	10507/
982-Sft	13	Providing and fixing with jute felt paper of 60 Lbs over roof i/c cleaning of roof with wire brush and removing dust, applying bitumen coat at the rate of 34 Lbs per % sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc. (Rs. One hundred six Ps. Seventy three only)	106/73	P.Sft	104809/-
3408 Sft	14	Cement plaster 1:6 upto 12' height 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	75201/-
3408-Sft	15	Cement plaster 1:4 upto 12' height 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	74891/
4248-Sft	16	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	18808/-
4248-Sft	17	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	44345/-
1714-Sft	18	White glazed tile 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (Rs. Twenty eight thousand two hundred fifty three Ps. Sixty one only)	27678/86	%Sft	481889/
128-Sft	19	Providing and fixing steel grill door with single iron frame of 1 1/2" x 1 1/2" x 1/4" and flat iron of 3/4" x 1/4" with approved design and locking arrangement embedded in masonry as per instruction of Engineer Incharge (Rs. Two hundred thirty one Ps. Sixty only)	231/60	P.Sft	29645/-

1347-Sft	20	Painting new surfaces: Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Three coats) (Rs. One thousand two hundred seventy Ps. Eighty three only)	1270/83	%Sft	17118/-
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4-Nos	21	Plain G.I Sheet iron spout fixed in place i/c painting. (Rs. Two hundred seventy five Ps. Eleven only)	275/11	Each	1100/-
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**Total: (a) 1712612/-**

( % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

**(a + b) = Total "A"**

## S U M M A R Y

### COST OF BID:

1. A – Cost based on composite Schedule of Rate	Rs. _____
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Total Cost of Bid ( ) =	Rs. _____
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**Government  
Contractor**

  
**Executive Engineer**  
**Buildings Division**  
**Tharparkar**

**SPRA BIDDING DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

*(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))*

**NAME OF WORK:- RENOVATION /IMPROVEMENT OFFICE OF  
THE EXECUTIVE ENGINEER BUILDING DIVISION  
THARPARKAR.**

Issue to Mr./MS.

And Charged **Rs. 3000/-**

Vide D.R No.            dated:            /            /2016.

## INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### A. GENERAL

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called —“the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security.
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;



11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

- 17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2 (q):

- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;





1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

**4. THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 **Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

## 12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

## 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

## 12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

### 13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## 14. INSURANCE

### 14.1 Arrangements

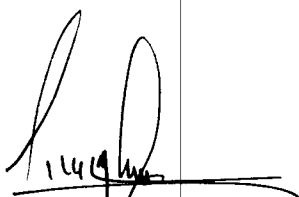
The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

**RENOVATION / IMPROVEMENT OFFICE OF THE EXECUTIVE  
ENGINEER BUILDING DIVISION THARPARKAR**

**SUMMARY OF BID PRICES**

PART "A"	Room For AEN	Rs: _____
PART "B"	XEN Buildings Office	Rs: _____
PART "C"	XEN Highways Office	Rs: _____
PART "D"	S.E (W&S) Office	Rs: _____
PART "E"	Residence of S.E (W&S) & XEN Buldgs	Rs: _____
PART "F"	W/S & S/F	Rs: _____
	<b>TOTAL BID PRICE</b>	Rs: _____

Government  
Contractor

  
Executive Engineer Buildings  
Division Tharparkar



**RENOVATION / IMPROVEMENT OFFICE OF THE EXECUTIVE ENGINEER  
BUILDING DIVISION THARPARKAR**

**ABSTRACT SHEET / SCHEDULE "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
<b>PART "A" ROOM FOR AEN</b>					
530 Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%Cft	1683/-
159-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" gauge. 1:5:10. (Rs. Eight thousand six hundred ninety four Ps. Ninety five only)	8694/95	%Cft	7999/-
387 Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight only)	11948/36	%Cft	46240/-
337-Cft	04	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs. Three hundred thirty seven only)	337/	P.Cft	113569/-
14.93-Cwt	05	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. Tor Bar. (Rs. Five thousand one Ps. Seventy only)	5001/70	P.Cwt	74675/-
1.89 Cwt		Mild Steel (Rs. Four thousand eight hundred twenty Ps. Twenty only)	4820/20	P.Cwt	9110/-
627 Cft	06	Pacca brick work in G.Floor in cement mortar 1:6 (Rs. Twelve thousand six hundred forty four Ps. Thirty six only)	12674/36	%Cft	79468/-
33-Sft	07	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for doors using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs. Two hundred twenty eight Ps. Ninety only)	228/90	P.Sft	7554/-
71-Sft	08	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for windows using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs. Two hundred forty Ps. Fifty only)	240/50	P.Sft	17076/-
79 Sft	09	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c			

		chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs. Nine hundred two Ps. Ninety three only)	902/93	P.Sft	71331/-
41-Sft	10	Supplying and fixing in position iron/steel grill of 3/4"x1/4" size flat iron of approved design i/c painting three coats etc complete. (Weight not to be less than 3.7 lbs/sq foot of finished grill (Rs. One hundred eighty Ps. Fifty only)	180/50	P.Sft	7401/-
2139-Sft	11	Cement plaster 1:6 upto 12' height 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	47199/
2139-Sft	12	Cement plaster 1:4 upto 12' height 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	47005/
484-Sft	13	Laying floors of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (Rs. Twenty seven thousand six hundred seventy eight Ps. Eighty six only)	27678/86	%Sft	133966/-
295 Sft	14	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	1306/
295-Sft	15	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	3080/-
2139-Sft	16	Preparing and surface and applying rock wall/shield (Natural wall texture) coating to provide durable crust to wall, thickness b/w 2mm to 32mm (1/8") with acrylic co-polymer emulsion selected marble chips adhesive and bactericides, water resistance and fire and termite resistance (up to 20'-0 height).(P.No 56 S.No 43)	4504/50	%Sft	96351/-
200-Sft	17	Painting new surfaces: (c) Prepaing surface and painting of doors & windows any type, (including edges) (Rs. Two thousand one hundred sixteen Ps. One only)	2116/01	%Sft	4233/-
<b>Total: (a)</b>					<b>769246/-</b>

➤ (.....% Above/Below) Amount added / Deducted

(Rupees:

**Total (b)**

**(a + b) = Total "A"**

**ITEMS BASED ON COMPOSITE SCHEDULE OF RATES**

**PART "B" XEN BUILDING OFFICE**

12209 Sft	01	SCRAPING (b) Ordinary distemper, oil bound distemper or paint on walls (Rs. Two hundred twenty six Ps. Eighty eight only)	226/88	%Sft	27700/
12209 Sft	02	Preparing and surface and applying rock wall/shield (Natural wall texture) coating to provide durable crust to wall, thickness b/w 2mm to 32mm (1/8") with acrylic co-polymer emulsion selected marble chips adhesive and bactericides, water resistance and fire and termite resistance (up to 20' 0 height). (Rs. Four thousand five hundred four Ps. Fifty only)	4504/50	%Sft	549954/-
1687-Sft	03	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	7469/-

9165-Sft	04	Distemping (b) Two coats (Rs. One thousand for three Ps. Ninety only.	1043/90	%Sft	95945/-
1942 Sft	05	Painting door & windows any type two coats (Rs. One thousand one hundred sixty Ps. Six only)	1160/06	%Sft	22528/-
956-Sft	06	Painting guard bars gates iron bars grating railings i/c standard braces etc and similar open work.(Two coats) (Rs. Six hundred seventy four Ps. Sixty only.	674/60	%Sft	6449/-
<b>Total: (a)</b>					<b>10045/-</b>

(Rupees: \_\_\_\_\_ % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

**(a + b) = Total "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

**PART "C" XEN HIGHWAYS OFFICE**

13-Cft	01	Dismantling brick work in lime or cement mortar. (Rs. One thousand two hundred eighty five Ps. Sixty three only)	1285/63	%Cft	167/-
167-Cft	02	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%0Cft	530/-
67 Sft	03	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. (Rs. Eight thousand one hundred twenty two Ps. Ninety five only)	8122/95	%Cft	5442/-
116 Cft	04	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight Ps. Thirty six only)	11948/36	%Cft	13860/-
187 Cft	05	Pacca brick work in G.Floor in cement mortar 1:6 (Rs. Twelve thousand six hundred seventy four Ps. Thirty six only)	12674/36	%Cft	23702/-
96 Cft	06	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs. Three hundred thirty seven Only)	337/-	P.Cft	32352/-
4 Cwt	07	Fabrication of mid steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. (Rs. Five thousand one Ps. Seventy only)	5001/70	P.Cwt	20007/-
706 Sft	08	Cement plaster 1:6 upto 12' height (b) 1/2" thick			

		(Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	15579/-
706-Sft	09	Cement plaster 1:4 upto 12' height (a) 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	15514/-
120126-Sft	10	Laying floors of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (Rs. Twenty seven thousand six hundred seventy eight Ps. Eighty six only)	27678/86	%Sft	120126/-
116 Sft	11	S/P in position Aluminum channels framing for hinged door or Alcop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c handles stoppers etc. (b) Delux model bronze. (Rs. One thousand five hundred seven Ps. Sixty six only)	1507/66	P.Sft	174889/-
118-Sft	12	S/P in position Aluminum channels framing for slidding windows & ventilators of a loop made with 5mm thick tinted glass glazing Belgium and Aluminum fly screen i/c handles stoppers and locking arrangement etc complete (b) Delux model bronze (Rs. One thousand six hundred forty seven Ps. Sixty nine only)	1647/69	P.Sft	194427/-
9064 Sft	13	Preparing the surface & painting with matt finish point of approved make to old matt finish surface with bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of pairs mixture applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete. (Rs. Two thousand four hundred ninety nine Ps. Eighty five only)	2499/85	%Sft	226586/-
192 Sft	14	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs. Nine hundred two Ps. Ninety three only)	902/93	P.Sft	173257/-
<b>Total: (a)</b>					<b>1016438/-</b>

(Rupees: % Above/Below) Amount added / Deducted

**Total (b)**

**(a + b) = Total "C"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES  
PART "D" S.E (W&S) OFFICE**

9143 Sft	01	Preparing the surface & painting with matt finish point of approved make to old matt finish surface with bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of pairs mixture applying first coat premix making the surface smooth and then painting 2 coats with mat. finish of approved make etc complete. (Three Coat) (Rs. Two thousand four hundred ninety nine Ps. Eighty five only)	2499/85	%Sft	228561/-
6770-Sft	02	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	70672/-
3618-Sft	03	Providing and fixing with jute felt paper of 60 lbs over roof i/c cleaning of roof with wire			

		brush and removing dust, applying bitumen coat at the rate of 34 Lbs per % sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc. (Rs. One hundred six Ps. Seventy three only)	106/73	P.Sft	386149/-
1377-Sft	04	Painting new surfaces:- (c) Prepaing surface and painting of doors & windows any type, (including edges) (Rs. Two thousand one hundred sixteen Ps. One only)	2116/01	%Sft	29137/
241-Sft	05	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs. Nine hundred two Ps. Ninety three only)	902/93	P.Sft	219412/
588-Sft	06	Galvanized wire gauze fixed to chowkats with 3/4" thick deodar strips & screw. (Rs. One hundred nine Ps. Seventy two only)	190/72	P.Sft	64515/-
186 Sft	07	1 1/2" thick deodar wood framing i/c wire guaze with ordinary hinges. (Rs. Five hundred seventy five Ps. Sixty one only)	575/61	P.Sft	107063/
74-Sft	08	S/F in position Aluminum channels framing for hinged door or Alcop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c handles stoppers etc. (b) Delux model bronze. (Rs. One thousand five hundred seven Ps. Sixty six only)	1507/66	P.Sft	111567/-
150-Sft	09	S/F in position Aluminum channels framing for slidding windows & ventilators of a loop made with 5mm thick tinted glass glazing Belgium and Aluminum fly screen i/c handles stoppers and locking arrangement etc complete (b) Delux model bronze. (Rs. One thousand six hundred forty seven Ps. Sixty nine only)	1647/69	P.Sft	247154/

**Total: (a) 1464230**

(Rupees: \_\_\_\_\_ % Above/Below) Amount added / Deducted

\_\_\_\_\_ **Total (b)**

**(a + b) = Total "D"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES  
PART "E" RESIDENCE OF S.E (W&S) & XEN BUILDINGS**

10997-Sft	01	Distemping b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	114798/-
8977-Sft	02	Preparing the surface & painting with matt finish point of approved make to old matt finish surface with bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of pairs mixture applying first coat premix making the surface smooth and then painting 2 coats with matt finish of approved make etc complete. (Three Coat) (Rs. Two thousand four hundred ninety nine Ps. Eighty five only)	2499/85	%Sft	224412/-
1823-Sft	03	Painting new surfaces: (c) Prepaing su-face and painting of doors & windows any type,including edges) (Rs. Two thousand one hundred sixteen Ps. One only)	2116/01	%Sft	38575/-
452 Sft	04	Galvanized wire gauze fixed to chowkats			

		with 3/4" thick deodar strips & screw. (Rs. One hundred ninety Ps. Seventy two only)	190/72	P.Sft	49593/-
3591-Sft	05	Providing and fixing with jute felt paper of 60 Lbs over roof i/c cleaning of roof with wire brush and removing dust, applying bitumen coat at the rate of 34 Lbs per % sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc. (Rs. One hundred six Ps. Seventy three only)	106/73	P.Sft	383267/
169 Sft	06	S/F in position Aluminum channels framing for hinged door or Alcop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c handles stoppers etc. (b) Delux model bronze. (Rs. One thousand five hundred seven Ps. Sixty six only)	1507/66	P.Sft	254795/-
718-Sft	07	Supplying and fixing false ceiling of plaster of paris in panels i/c making frame work of deodar wood including painting with Soligia paint (Rs. Twenty five thousand two hundred ninety three Ps. Forty two only)	25293/42	%Sft	181607/
<b>Total: (a)</b>					<b>247047/-</b>
<p>( ) % Above/Below) Amount added / Deducted</p> <p>(Rupees: _____)</p> <p style="text-align: right;"><b>Total (b)</b></p> <p style="text-align: right;"><b>(a + b) = Total "E"</b></p>					

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

**PART "F" W/S & S/F**

7 Nos	01	Providing and fixing squatting type white glazed of flussing cistern with internal fitting and flush pipe bend and making requisite number of holes in wall plinth in floor for pipe holes connection and making good in cement concrete 1:2:4 (a) W.C pan of non less than white 4" dia white glazed earthen waterape and plastic thumbic. (Rs. Five thousand eighty eight Ps. Twenty only)	5088/20	Each	35517/
5 Nos	02	Providing & fixing 22 x 16 lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6 inches bolts into wall pointed white in 2 dia chrome plated pillar traps 1 1/2" rubber plug & chrome brass waste of approved pattern 1 1/4" dia malleable iron or c.p brass traps malleable iron or brass unions and making requisite for pipe connection and making good in cement concrete 1:2:4 foreign or equivalent. (Rs. Five thousand eighty eight Ps. Twenty only)	4694/80	Each	23474/-
5-Nos	03	Add extra for labour for providing and fixing of earthen ware pedestal white or coloured glazed standard pattern. (Rs. Nine hundred thirty eight Ps. Forty seven only)	938/47	Each	4692/
4-Nos	04	P/F steel sinks stainless local make complete with cast iron or wrought iron brackets 6" inches built in wall 1 1/2" plate P.VC waste pipe and making requisite number of holes in walls and plinth and foot for pipe connection and making good C.C 1:2:4 (b) steel sink stainless sized 36" x18" local make (standard pattern) (Rs. Five thousand one hundred sixty two Ps. Thirty only)	5162/30	Each	20649/-
90-Rft	05	Providing, Laying UPVC pipes of Class 'B' fixing in trench i/c cutting, fitting and			

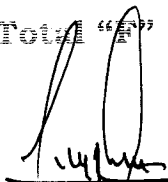
		jointing with solvent cement i/c testing with water to a head of 61 meter or 200 ft (P.H.E) b) 100 mm (4" dia) (Rs. One hundred thirty six only)	136/-	P.Rft	12240/-
12-Nos	06	S/Fixing long bib – cock of crystal head with 1/2" dia (Rs. One thousand three hundred eighty four Ps. Twenty four only)	1384/24	Each	16611/
9-Nos	07	S/Fixing concealed tee cock of superior quality with Crystal head 1/2" dia . (Rs. Eight hundred eighty nine Ps. Forty six only)	889/46	Each	16900/
17 Nos	08	S/Fixing concealed stop cock of superior quality with c.p head 1/2" dia (Rs. Five hundred nine Ps. Seventy four only)	509/74	Each	8666/
10-Nos	09	Supplying and fixing wash besin mixture of superior quality with C.P head 1/2" dia (Rs. Three thousand one hundred seventy nine Only)	3179/00	Each	31790/
8 Nos	10	S/P sink mixture cock of superior quality with C.P head etc complete. (Rs. Two thousand seven hundred forty five Ps. Sixty only)	2745/60	Each	21965/
9-Nos	11	Supplying & fixing bath room accessories (7 pieces) i/c towel rod, brush, holder, soap tray shelf of approved quality and design etc complete. (Rs. Eight thousand one hundred twenty two Ps. Forty only)	8122/40	Each	73102/-
4-Nos	12	S/P fiber glass tank of approved quality and design and wall thickness as specified i/c cost of nuts bolts and fixing in plate form of cement concrete 1:3:6 and making connection for in let out let & over flow pipe etc complete (c) 500 gallons wall thickness 4.5 mm (Rs. Thirty seven thousand five hundred five Ps. Forty two only)	37505/42	Each	150022/-
20-Nos	13	Providing & fixing in position nyloon connection complete with 1/2" dia dap brass stop cock with pair of brass nuts and lining joints to nyloon connection. (Rs. Four hundred forty seven Ps. Fifteen only)	447/15	Each	8943/
15-Nos	14	P/P 6"x2" or 6"x3" C.I floor trap of the approved self cleaning design with screwed down gritting with or without a vent arm complete with and i/c making requisite number of holes in walls plinth in and floor for pipe condition & making good in C.C 1:2:4. (Rs. Two thousand twenty four Ps. Forty three only)	2024/43	Each	30366/
				<b>Total: (a)</b>	<b>+55037/-</b>

( ) % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

(a + b) = Total "A"



Executive Engineer Buildings  
Division Tharparkar

Government  
Contractor

**SPPRA BIDDING DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))**

**NAME OF WORK:- (i) Renovation/ Rehabilitation of Deputy Commissioner Complex Mithi.**

Issue to Mr./MS. ....

And Charged **Rs. 3000/-**

Vide D.R No. .... dated: / /2016.



## INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed)

### A. GENERAL

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called —“the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security:
  - (iii) Form of Contract Agreement:

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

### **D. SUBMISSION OF BID**

#### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

- 17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2 (q):

- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

# **BIDDING DATA**

## **INSTRUCTIONS TO BIDDERS**

### **Clause Reference:-**

1.1 **Name of Procuring Agency: - EXECUTIVE ENGINEER.**

### **Brief Description of Works:- (i) Renovation/ Rehabilitation of Deputy Commissioner Complex Mithi.**

5.1 (a) Procuring Agency's address: **BUILDINGS DIVISION THARPARKAR @ MITHI**  
**DISTRICT THARPARKAR.**

(b) Engineer's address: **BUILDINGS DIVISION THARPARKAR @ MITHI**  
**DISTRICT THARPARKAR.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity: *(must have turnover of Rs \_\_\_\_\_ Million).*

ii. Technical capacity: *Registration \_\_\_\_\_*

iii. Construction Capacity: *(% of equipment).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security : - @ (2%) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).**

14.1 **Period of Bid Validity: - \_\_\_\_\_ ( \_\_\_\_\_ Days).**

14.4 **Number of Copies of the Bid to be submitted:**

One original plus ---- copies.

14.6 **(a) Procuring Agency's Address for the Purpose of Bid Submission: - EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION THARPARKAR @ MITHI.**

15.1 **Deadline for Submission of Bids:-**

Time: 1:00 PM on: *12 / 04 / 2016.*

16.1 **Venue, Time, and Date of Bid Opening:-**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION**  
**THARPARKAR @ MITHI.**

Time: 1:45 PM on: *12 / 04 / 2016.*

16.4 **Responsiveness of Bids:-**

(i) Bid is valid till required period.

\*(ii) Bid prices are firm during currency of contract/Price adjustment:

(iii) Completion period offered is within specified limits.

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No. NIT No. TC/G-55/\_\_\_\_\_ dated: / /2016.

**NAME OF WORK(i) Renovation/ Rehabilitation of Deputy Commissioner Complex  
Mithi.**

To:

**The Executive Engineer,**

**Buildings Division,**

**Tharparkar @ Mithi.**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. (2%) Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (90-days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Signature \_\_\_\_\_

\_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

Contractor:- Mr. / M/S. \_\_\_\_\_

(Seal)

Address \_\_\_\_\_

Witness: \_\_\_\_\_

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. **THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 **Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### 12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

#### 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

#### 12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

### 13. RISKS AND RESPONSIBILITIES

#### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

#### 13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

### 14. INSURANCE

#### 14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.



**RENOVATION / REHABILITATION OF DEPUTY COMMISSIONER  
COMPLEX MITHI**

**SUMMARY OF BID PRICES**

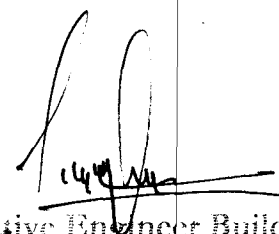
PART "A"      RENOVATION WORK      Rs: \_\_\_\_\_

PART "B"      W/S & S/F      Rs: \_\_\_\_\_

PART "C"      NON-SCH. ITEMS      Rs: \_\_\_\_\_

TOTAL BID PRICE      Rs: \_\_\_\_\_

Government  
Contractor

  
Executive Engineer Buildings  
Division Thatpalkar

# RENOVATION / REHABILITATION OF DEPUTY COMMISSIONER COMPLEX MITHI

## ABSTRACT SHEET / SCHEDULE "B"

### ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
<b>PART "A" RENOVATION WORK</b>					
34124 Cft	01	SCRAPING (a) White wash or colour wash (Rs. Seventy five Ps. Sixty three only)	75/63	%Cft	25808/-
34124-Cft	02	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	P.Cft	151084/-
34124 Cwt	03	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	P.Cwt	356220/-
4174-Sft	04	Painting door & windows any type two coats. (Rs. One thousand one hundred sixty Ps. Six only)	1160/06	%Sft	48421/-
1476-Sft	05	Painting guard bars gates iron bars gratting railings i/c standard braces etc and similar open work.(Two coats) (Rs. Six hundred seventy four Ps. Sixty only)	674/60	%Sft	9957/-
7522-Sft	06	Colour washing (b) Two coats (Rs. Eight hundred fifty nine Ps. Ninety only)	859/90	%Sft	64682/-
840-Cft	07	Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same. (Rs. Five thousand four hundred forty five only)	5445/-	%Sft	45738/-
2691-Sft	08	Cement plaster 1:6 upto 12' height (b) 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	P.Sft	59380/-
2691-Sft	09	Cement plaster 1:4 upto 12' height a) 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	59135/-
332-Rft	10	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for doors using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing (Rs. Two hundred twenty eight Ps. Ninety only)	228/90	P.Rft	75995/-
34124 Sft	11	Providing and fixing with jute felt paper of 60 Lbs over roof i/c cleaning of roof with wire brush and removing dust, applying bitumen coat at the rate of 34 Lbs per % sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc. (Rs. One hundred six Ps. Seventy three only)	106/73	P.Sft	3642055/-
711-Sft	12	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs. Nine hundred two Ps. Ninety three only)	902/93	P.Sft	641983/-
804-Sft	13	Galvanized wire gauze fixed to chowkats with 3/4" thick deodar strips & screw. (Rs. One hundred ninety Ps. Seventy two only)	190/72	P.Sft	153339/-
1362-Sft	14	Dismantling glazed or encaustic tiles etc (Rs. Seven hundred eighty six Ps. Fifty only)	786/50	%Sft	10712/-
1362-Sft	15	White glazed tile 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (Rs. Twenty eight thousand two hundred fifty three Ps. Sixty one only)	28253/61	%Sft	385436/-

3211-Sft	16	Laying floors of approved coloured glazed tiles ¼" thick laid in white cement and pigment on a bed of ¾" thick cement mortar 1:2 (Rs. Twenty seven thousand seven hundred forty seven Ps. Six only)	27747/06	%Sft	890958/-
8832-Cft	17	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:4:8. (Rs. Nine thousand four hundred sixteen Ps. Twenty eight only)	9416/28	%Cft	831646/-
5829 Sft	18	Cement concrete plain including placing compacting finishing and curing complete (including screening and washing at stone aggregate without shuttering. Ratio 1:2:4 (Rs. Fourteen thousand four hundred twenty nine Ps. Twenty five only)	14429/25	%Sft	841081/-
<b>Total: (a)</b>					<b>8293630/-</b>

(.....% Above/Below) Amount added / Deducted

(Rupees:

**Total (b)**

**(a + b) = Total "A"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

**PART "B" W/S & S/F:**

2-Nos	01	Providing & fixing European white glazed earthen ware wash down we pan complete with and i/c the cost of white/black plastic seat (Best Quality) and lid with c.p brass hingegees and buffers, 3 gallons white glazed earthen ware low level flushing cistern with sphon fitting 1 1/2" dia white porcelain enameled flush bend 3/4" dia and making requisite number of holes in walls, plinth and floor for pipe connectics and making good in cement concrete 1:2:4 (Foreign Quality) (Rs. Eleven thousand four hundred seventy seven Ps. Forty only)	11477/40	Each	22955/-
16-Nos	02	Providing & fixing in position nylon connection complete with 1/2" dia dap brass stop cock with pair of brass nuts and lining joints ti nylon connection. (Rs. Four hundred forty seven Ps. Fifteen only)	447/15	Each	7154/-
15-Nos	03	S/Fixing long bib - cock of crystal head with ½" dia (Rs. One thousand three hundred eighty four Ps. Twenty four only)	1384/24	Each	20764
16-Nos	04	S/Fixing concealed tee cock of superior quality with Crystal head 1/2" dia . (Rs. Eight thousand eighty nine Ps. Forty six only)	889/46	Each	14231/-
5-Nos	05	Supp: & fixing bath room accessories (7 pieces) i/c towel rod, brush holder, soaptray shelf of approved design i/c cost of screws, nuts etc Cpmplete (Master Braqnd) (Rs. Ten thousand three hundred twenty two Ps. Forty only)	10322/40	Each	51612/-
2-Nos	06	Supplying and fixing wash besin mixture of superior quality with C.P head ½" dia (Rs. Three thousand one hundred seventy nine Only)	3179/00	Each	6358/-
2 No	07	Supplying and fixing C.P Muslim Shower with crystal head etc complete (Rs. Three thousand four hundred thirty two Only)	3432/00	Each	6864/-

2-Nos	08	Providing & fixing 22 x 16 lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6 inches bolts into wal pointed white in 2 dia chrome plated pillar traps 1 1/2" rubber plug & chrome brass waste of approved pattern 1 1/4" dia malleable iron or c.p brass traps malleable iron or brass unions and making requisite for pipe connection and making good in cement concrete 1:2:4 foreign or equivalent. (Rs. Three thousand four hundred thirty two Only)	4694/80	Each	9390/-
2-Nos	09	Add extra for labour for providing and fixing of earthen ware pedestal white or coloured glazed standard pattern. (Rs. Three thousand four hundred thirty two Only)	938/47	Each	1877/-

**Total: (a) 141205/-**

(Rupees: \_\_\_\_\_ % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

**(a + b) = Total "B"**

**PART "C" NON-SCHEDULED ITEMS**

2-Nos	01	Supplying & Fixing Split AC 1 1/2 Tons i/c Stabilizer completed (In Mosque)		Each	
2-Nos	02	Supplying & Fixing Power Plug for AC		Each	
160-Rft	03	Supplying & Fixing Wire 7/044		P.Rft	
4-Nos	04	Repair of AC & refilling of Gas		Each	
180-Rft	05	Providing & Fixing UPVC Pipe 1" dia		P.Rft	
3-Nos	06	Rewinding electric motor & repair of water pump i/c valves, packing bookies, belt etc		Each	
3-Nos	07	Repaint & writing letters of Name board		Each	
2-Nos	08	Making & fixing Name board 4' x 3'		Each	
261-Sft	09	Supplying & Fixing Glass paper for Aluminum door & windows		P.Sft	
400-Rft	10	Providing & Fixing PVC ring pipe 1" dia laying in trenches i/c cutting, fitting & jointing with solvent cement etc completed		P.Rft	

**Total "D"**

Government  
Contractor

Executive Engineer Buildings  
Division Tharparkar

*STANDARD BIDDING DOCUMENT*

*PROCUREMENT OF WORKS*

*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:- RENOVATION/ REHABILITATION OF  
DEPUTY COMMISSIONER COMPLEX MITHI.**

(ii) Renovation of Internal E.I.

Issue to Mr./MS.

And Charged **Rs. 2000/-**

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- **(ii) Renovation of Internal E.I**
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At 2%)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/c bid Security):- Rs. (At 6%)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

**CD No.**

**Amount**

**Dated:**

/ /2016 **Bank**

  
**EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION THARPARKAR**  
**@ MITHI**

## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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



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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

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

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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

**SCHEDULE "B"**  
**FOR RENOVATION OF DEPUTY COMMISSIONER**  
**COMPLEX MITHI (E.I).**  
**(ITEM'S BASED ON COMPOSED SCHEDULE OF RATE)**

QTY	S. #	ITEMS OF WORKS	RATE	UNIT	AMOUNT
600-Nos	01	Wiring for light or fan point with (3/0.029) PVC insulated wire in 20mm(3/4") PVC conduit recessed in the wall or column as required  (Rs. One thousand one hundred thirty only).	1130/-	Each	Rs. 678000/--
45-Nos	02	Wiring for plug point with (3/0.029) PVC insulated wire in 20mm(3/4") PVC conduit recessed in the wall or column as required  (Rs. Nine hundred eighty five only).	985/-	Each	Rs. 44325/-
10-Nos	03	Wiring for call bell point with (3/0.029) PVC insulated wire in 20mm(3/4") PVC conduit recessed in the wall or column as required  (Rs. One thousand seven hundred sixty four only)	1764/-	Each	Rs. 17640/-
600-Nos.	04	P/F one way SP 10/15 amp: switch surface type  (Rs. fifty eighty only).	58/-	Each	Rs. 34800/-
45-Nos	05	Providing & fixing two pin 5amp plug socket  (Rs. eighty only).	80/-	Each	Rs. 3600/-
900-Meter	06	Providing & lying (MAIN or SUB-MAIN)PVC insulated with size 2-7/0.029 copper conductor in 3/4" dia PVC conduct recessed in the wall or column as required  (Rs. two hundred twenty two only).	222/-	P.Meter	Rs. 199800/-
600-Meter	07	Providing & lying (MAIN or SUB-MAIN)PVC insulated with size 2-7/0.044 (6mm2)copper conductor in 3/4" dia PVC conduct recessed in the wall or column as required .  (Rs. three hundred forty one only).	341/-	P. Meter	Rs. 204600/-
400-Meter	08	Providing & lying (MAIN or SUB-MAIN)PVC insulated with size 2-7/0.064 (10mm2)copper conductor in 3/4" dia PVC conduct recessed in the wall or column as required  (Rs. Six hundred forty one only).	641/-	P.Mtr	Rs. 256400/-
75-Nos	09	Providing & fixing Bakelite ceiling rose with two terminals.  (Rs. Seventy two only).	72/-	Each	Rs.5400/-
550-Nos.	10	Providing & fixing Brass Button holder swiveling type  (Rs. sixty nine only).	69/-	Each	Rs.37950/-

25-Nos.	11	Providing & fixing Circuit breaker 6,10,15,20,30,40,50 & 63 amps S.P(TB-5S) on a prepared board as required	916/-	Each	Rs.22900/-
08-Nos.	12	Providing & fixing Circuit breaker 6,10,15,20,30,40,50 & 63 amps S.P(TB-5S) on a prepared board as required (Rs. Nine hundred sixteen only).	5521/-	Each	Rs. 44168/--
06-No.	13	Providing & fixing Circuit breaker 160-250amp TP(XS-250NJ) on a prepared board as required (Rs. Twenty seven thousand four hundred eleven only).	27411/-	Each	Rs. 164466/-
30-Nos.	14	Providing & fixing Brass Ceiling Fan 56" sweep (good quality) (Rs. Three thousand one hundred eighty five only)	3185/-	Each	Rs. 95550/-
15-Nos.	15	Providing & fixing Brass Bracket fan 18" (good quality ) (Rs. Two thousand seven hundred Ninety one only).	2791/-	Each	Rs. 41865/-
				<b>Total (a)</b>	<b>Rs. 1851464/-</b>

### PART-"B" NON-SCHEDULE ITEMS.

#### ITEMS BASED ON MARKET (OFFERED RATES)

530Nos	01	P/F Energy sever superior quality i/c fixing on existing holder etc complete.(L.Q.R)	_____	Each	Rs. _____
18.0 Sft	02	P/F Distribution board double shutter to accommodate circuit breaker i/c painting with enameled paint & for other similar jobs on surface.	_____	P.Sft	Rs. _____
06-Nos	03	P/F prepared board iron clad bus bar with 4-copper strip of 200 Amps in 24.4 mm x 5.5mm (1" x7/32') section with chamber of overall size 914x419mm (36" x 16.5")(LQR)	_____	Each	Rs. _____
04-Nos.	05	S/F G.I Tubler Pole 20' long 3" dia 1" x1"x1:2:4 ratio i/c Plate printing and carriage etc.	_____	Each	Rs. _____
555-Rft	06	Wiring for main with 2-7/0.044 twin core 2'st depth refling on same.	_____	P.Rft	Rs. _____
04-Nos.	07	S/F Street light 85-watts energy saver.	_____	Each	Rs. _____

62-Nos.	08	Providing & fixing 3- pin 5amp plug socket	_____	Each	Rs. _____
30-Nos.	09	S/F Exhaust fan 12" sweep (Made by Pak Fan)(L.Q.R)	_____	Each	Rs. _____
30-Nos.	10	P/F Electric buzzer 220/250 volts (ding dong)	_____	Each	Rs. _____
30-Nos.	11	P/F Electric bell push batten (L.Q.R)	_____	Each	Rs. _____
01-No.	12	S/F change over 200 T.P i/c Cartage and connection (L.Q.R)	_____	Each	Rs. _____
<b>Total Part "B"</b>					Rs. _____

**SUMMARY**

**Cost of Bids :-**

i). A-Cost based on composite Schedule of Rates Rs. \_\_\_\_\_

ii). A-Cost based on Non/Offered Schedule of Rates Rs. \_\_\_\_\_

Total Cost of Bid (C) Rs. . \_\_\_\_\_

**CONTRACTOR**

  
**EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION**  
**THARPARKAR**

**SPPRA BIDDING DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

*(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))*

**NAME OF WORK:- Construction of Compound Wall at Muslim Graveyard Mokhai U/C Virawah Taluka Nagarparkar .**

Issue to Mr./MS. \_\_\_\_\_

And Charged **Rs. 2000/-**

Vide D.R No. \_\_\_\_\_ dated: \_\_\_\_\_ / \_\_\_\_\_ /2016.

## INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —“the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### 1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

### B. BIDDING DOCUMENTS

#### IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%, and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL,|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.



- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

- 17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule2 (q):

- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

# **BIDDING DATA**

## **INSTRUCTIONS TO BIDDERS**

### **Clause Reference:-**

1.1 **Name of Procuring Agency: -** **EXECUTIVE ENGINEER.**

**Brief Description of Works:-** Construction of Compound Wall at Muslim Graveyard Mokhai U/C Virawah Taluka Nagarparkar

5.1 (a) Procuring Agency's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

(b) Engineer's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

- i. Financial capacity: *(must have turnover of Rs Million).*
- ii. Technical capacity: *Registration*
- iii. Construction Capacity: *(% of equipment).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security: -** @ (2%) Rs. (Rupees ).

14.1 **Period of Bid Validity: -** ( Days).

14.4 **Number of Copies of the Bid to be submitted:**

One original plus ---- copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission: -** **EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

15.1 **Deadline for Submission of Bids:-**

Time: 1:00 PM on: *12 / 04 /2016.*

16.1 **Venue, Time, and Date of Bid Opening:-**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

Time: 1:45 PM on: *12 / 04 /2016.*

16.4 **Responsiveness of Bids:-**

(i) Bid is valid till required period.

\*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits.

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

# FORM OF BID

(LETTER OF OFFER)

Bid Reference No. NIT No. TC/G-55/ ..... dated: / /2016.

**NAME OF WORK:- Renovation/ Rehabilitation of Deputy Commissioner Complex Mithi.**

To:

**The Executive Engineer,**

**Buildings Division,**

**Tharparkar @ Mithi.**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address ..... and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs ..... (Rupees ..... ) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. (2%) Rs. .... - (Rupees ..... ) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (90-days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this ..... day of ....., 2016

Signature .....

..... in the capacity of ..... duly authorized to sign bid for and on behalf of

Contractor:- Mr. / M/S. ....

(Seal)

Address .....

Witness: .....

(Signature) .....

Name: .....

Address: .....

- 1.3 **Priority of Documents**  
The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.
- 1.4 **Law**  
The law of the Contract is the relevant Law of Islamic Republic of Pakistan.
- 1.5 **Communications**  
All Communications related to the Contract shall be in English language.
- 1.6 **Statutory Obligations**  
The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.
2. **THE PROCURING AGENCY**
- 2.1 **Provision of Site**  
The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.  
**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 2.2 **Permits etc.**  
The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.
- 2.3 **Engineer's/Procuring Agency's Instructions**  
The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.
- 2.4 **Approvals**  
No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.
3. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**
- 3.1 **Authorized Person**  
The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.
- 3.2 **Engineer's/Procuring Agency's Representative**  
The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.
4. **THE CONTRACTOR**
- 4.1 **General Obligations**  
The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.
- 4.2 **Contractor's Representative**  
The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.
- 4.3 **Subcontracting**  
The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.
- 4.4 **Performance Security**

## 8. **TAKING-OVER**

### 8.1 **Completion**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

### 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 **Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### 12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

#### 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

#### 12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4.
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

### 13. RISKS AND RESPONSIBILITIES

#### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

#### 13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

### 14. INSURANCE

#### 14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the


**CONSTRUCTION OF COMPOUND WALL AT MUSLIM GRAVEYARD  
MOKHAI U/C VIRAWAH TALUKA NAGARPARKAR**

**SUMMARY OF BID PRICES**

PART "A" Path Rs: \_\_\_\_\_

TOTAL BID PRICE Rs: \_\_\_\_\_

Government  
Contractor

  
Executive Engineer Buildings  
Division Tharparkar

**CONSTRUCTION OF COMPOUND WALL AT MUSLIM GRAVEYARD  
MOKHAI U/C VIRAWAH TALUKA NAGARPARKAR**

**ABSTRACT SHEET**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
3825 Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%Cft	12149/-
1913-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. (Rs. Eight thousand one hundred twenty two Ps. Ninely five only)	8122/95	%Cft	180133/-
4149 Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight Ps. Thirty six only)	11948/36	%Cft	495737/-
1275-Sft	04	Damp proof course with (cement sand and shingle concrete 1:2:4) i/c 2 coats of asphaltic mixture. 3" thick. (Rs. Four thousand nine hundred eighty two Ps. Eighteen only)	4982/18	%Sft	63523/-
3159-Cft	05	Pacca brick work other then building i/c striking of joints up to 20 feet heigaten (e) cement sand mortar. 1:6. (Rs. Twelve thousand three hundred forty four Ps. Sixty five only)	12346/65	%Cft	390031/-
21272-Sft	06	Cement plaster 1:6 upto 12' height (b) 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	469389/-
21272-Sft	07	Cement plaster 1:4 upto 12' height (a) 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	467456/-
21272-Sft	08	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	94182/-
21272-Sft	09	Distempering (b) Three coats (Rs. One thousand seventy nine Ps. Sixty five only)	1079/65	%Sft	229663/-
96-Sft	10	Making and fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"x3/8" and 3/4" sq" bars 4" centre to centre. (Rs. Five thousand ninety four Ps. Fifty seven only)	594/57	P.Sft	57079/-

**Total: (a) 2459342/-**

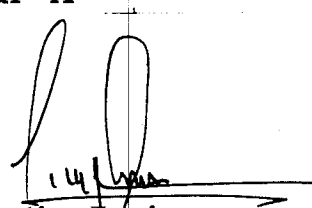
➤ ( % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

**(a + b) = Total "A"**

**Government  
Contractor**

  
**Executive Engineer -  
Buildings Division  
Tharparkar**



*STANDARD BIDDING DOCUMENT*  
*PROCUREMENT OF WORKS*  
*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:- Renovation /Rehabilitation of (1) Rest House Chachro (2) Mukhtiarkar Office i/c Judicial Lock-up Chachro (3) Mukhtiarkar Residence Chachro Category 3rd Bungalow (01-No) (i) Construction of Chowkidar Room Rest House Chachro.**

Issue to Mr./MS.

And Charged Rs. 1000/-

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Renovation /Rehabilitation of (1) Rest House Chachro (2) Mukhtiarkar Office i/c Judicial Lock-up Chachro (3) Mukhtiarkar Residence Chachro Category 3rd Bungalow (01-No)  
(i) Construction of Chowkidar Room Rest House Chachro.
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At 2%)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/c bid Security):- Rs. (At 6%)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer  
Buildings Division Tharparkar @ Mithi  
at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No.

Amount

Dated:

/2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

**(A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

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

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

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

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

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

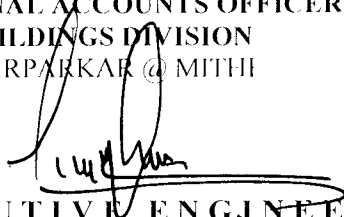
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum Payable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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
TIARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
TIARPARKAR @ MITHI

CONTRACTOR

**RENOVATION /REHABILITATION OF REST HOUSE CHACHRO**  
**CONSTRUCTION OF CHOWKIDAR ROOM REST HOUSE CHACHRO.**

*ABSTRACT SHEET / SCHEDULE "B"*

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
		<b>PART "A"</b>			
488-Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs: Three thousand one hundred seventy six & Ps: twenty five only).	3176/25	%0Cft	1550/-
194-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:5:10. (Rs: Eighty six thousand ninty four & Ps: ninti five only).	8694/95	%Cft	16868/-
370-Cft	03	Pacca brick in foundation and plinth in cement sand mortar 1:6. Rs: Eleven thousand nine hundred forty eight & Ps: thirty six only).	11948/36	%Cft	44209/-
	04	Fabrication of mid steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. Tor Bar. (Rs. Five thousand and one & Ps: seventy only).	5001/70	P.Cwt	22057/-
4.41-Cwt		Mild Bar (Rs. Four thousand eight hundred twenty & Ps: twenty only).	4820/20	P.Cwt	3856/-
0.80-Cwt					
80-Cft	05	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs: Three hundred thirty seven only).	337/-	P.Cft	26960/-
320-Cft	06	Filling watering and ramming earth in floor with surplus earth from foundation lead up to one chain and lift up to 5' ft. (Rs: One thousand five hundred twelve & Ps: fifty only).	1512/50	%0Cft	484/-
87-Cft	07	Filling watering and ramming earth in floor with new earth from foundation lead up to one chain and lift up to 5' ft. (Rs: Three thousand six hundred & thirty only).	3630/-	%0Cft	316/-
650-Cft	08	Pacca brick work in Ground Floor in cement sand mortar 1:6. (Rs: Twelve thousand six hundred seventy four & Ps: thirty six only).	12674/36	%Cft	82383/-
4.91-Cwt	09	Supplying R.S Grider 4"x8" size of approved quality. (Rs: Three thousand eight hundred & fifty only).	3850/-	P.Cwt	18904/-
4.93-Cwt	10	Supplying of R.S.T iron 2"x2"x 1/4" size of approved quality.  (Rs: Three thousand five hundred seventy five only).	3575/-	P.Cwt	17625/-
9.84-Cwt	11	Erection rolled steel beams or old rails in roof etc erection and fixing in position. (Rs: One hundred eightu six & Ps: thirty four only).	186/34	P.Cwt	1834/-

237-Sft	12	Ind Class tile roofing consisting of 4" earth and 1" mud plaster with Gobri leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12"x6"x 1 1/4" laid in 1:6 cement mortar including 1/2" sand wiched layer of 1:6 cement mortar i/c 1:2 cement pointing underside of tiles complete including curing etc. (Rs: Seven thousand six hundred & seven & Ps: twenty five only).	7607/25	%Sft	18029/-
237-Sft	13	P/L single per laver of polythene sheet 0.13 mm thick for water proofing as per specification and instruction of Engineer incharge. (Rs: Ten & Ps: seventy only).	10/70	P.Sft	2536/-
2100-Sft	14	Cement plaster 1/2" thick up to 20ft height 1:6. (Rs: Two thousand two hundred six & Ps: sixty only).	2206/60	%Sft	46339/-
2100-Sft	15	Cement plaster 3/8" thick up to 20ft height 1:4. (Rs: Two thousand one hundred ninty seven & Ps: fifty two only).	2197/52	%Sft	46148/-
246-Sft	16	Providing and laying tiles glazed 6"x6"x 1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape and finishing clearing and cost of wax polish etc complete i/c cutting tiles to proper profile. (Rs. Twenty seven thousand seven hundred forty seven & Ps: six only)	27747/06	%Sft	68258/-
86-Sft	17	White glazed tile 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (Rs: Twenty eight thousand two hundred fifty three & Ps: sixty one only).	28253/61	%Sft	24298/-
44-Sft	18	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter). (Rs: Nine hundred two & Ps: Ninty three only).	902/93	P.Sft	39729/-
17.50-Rft	19	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for doors using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs: Two hundred twenty eight & Ps: ninty only).	228/90	P.Sft	4006/-
81-Rft	20	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for windows using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs: Two hundred forty & Ps: fifty only).	240/50	P.Sft	4329/-
100-Sft	21	Supplying and fixing in position iron/steel grill of 3/4"x1/4" size flat iron of approved design i/c painting three coats etc complete. (Weight not to be less than 3.7 lbs/sq foot of finished grill. (Rs: One hundred eighty & Ps: fifty only).	180/50	P.Sft	18050/-
228-Sft	22	White wash three coats. (Rs: Eight hundred twenty nine & Ps: ninty five only).	829/95	%Sft	1892/-



1924-Sft	23	Priming coat of chalk distemper. (Rs. Four hundred forty two & Ps: seventy five only)	442/75	%Sft	8519/-
1924-Sft	24	Distempering (b) Two coats (Rs. One thousand forty three & Ps: ninty only)	1043/90	%Sft	20085/-
121-Sft	25	Painting of door & windows any type (i/c edge) Three coats. (Rs: Two thousand one hundred sixteen & Ps: one only).	2116/01	%Sft	2560/-
265-Sft	26	Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Three coats). (Rs: One thousand two hundred seventy & Ps: eighty three only).	1270/83	%Sft	3368/-
27-Rft	27	Khassi Parnalas in cement and sand mortar (1:2) 12" outside width finished smooth with a floating coat of neat cement (Rs: Seventy & Ps: thirty four only)	70/34	P-Rft	1899/-
				<b>TOTAL (A)</b>	<b>547091/-</b>

( \_\_\_\_\_ % Above / Below) Amount Added / Deducted Total (b) \_\_\_\_\_

( Rupees \_\_\_\_\_ )

(a+b)= Total "A" \_\_\_\_\_

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

**PART "B"**

4945-Sft	1	Mud plaster on floor or roof 1" thick. (Rs. Five hundred fifty five only)	555/-	%Sft	27445/-
6629-Sft	2	SCRAPING (b) Ordinary distemper, oil bound distemper or paint on walls. (Rs. Two hundred twenty six & Ps: eighty eight only)	226/88	%Sft	15040/-
8838-Sft	3	Preparing and surface and applying rock wall/shield (Natural wall texture) coating to provide durable crust to wall, thickness b/w 2mm to 32mm (1/8") with acrylic co-polymer emulsion selected marble chips adhesive and bactericides, water resistance and fire and termite resistance (up to 20'-0 height). (Rs: Four thousand five hundred four & Ps: fifty only)	4504/50	%Sft	398108/-
406-Sft	4	Painting door & windows any type two coats. (Rs: Two thousand one hundred sixteen & Ps: one only).	2116/01	%Sft	8591/-
798-Sft	5	White washing. (b) Two coats (Rs. Four hundred twenty five & Ps: eighty four only)	425/84	%Sft	3398/-
366-Sft	6	Painting new surfaces:- Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Two coats) (Rs. One thousand two hundred seventy & Pa: three only)	1270/03	%Sft	4648/-
28-Sft	7	S/F in position Aluminum channels framing for hinged door or Alcop made with 5mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks i/c handles stoppers etc. (b) Delux model bronze. (Rs: One thousand five hundred seven & Ps: sixty six only)	1507/66	P.Sft	42214/-

232-Sft 8 Laying floors of approved coloured glazed tiles ¼" thick laid in white cement and pigment on a bed of ¾" thick cement mortar 1:2:4.  
 (Rs. Twenty seven thousand seven hundred forty seven & Ps: 27747/06 %Sft 64373/- six only)

TOTAL (B) 563817/-

( \_\_\_\_\_ % Above / Below) Amount Added / Deducted Total (b) \_\_\_\_\_

( Rupees \_\_\_\_\_ )

Total (a+b)= "B" \_\_\_\_\_

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

**PART "C" NON SCHEDULE ITEM**

8-Nos	1	Providing blanket full size superior quality	_____	Each	_____
8-Nos	2	Providing double bed sheet superior quality	_____	Each	_____
8-Nos	3	Providing single bed sheet superior quality	_____	Each	_____
4-Dozen	4	Providing Glass omroc	_____	P. Dozen	_____
4-Dozen	5	Providing Tee Cup Superior quality	_____	P. Dozen	_____
4-Nos	6	Providing Plastic Tray superior quality	_____	Each	_____
4-Nos	7	Providing & Fixing Long Bib Cock	_____	Each	_____
1-Ste	8	Providing Dinner Set	_____	Each	_____

TOTAL (C) \_\_\_\_\_

( \_\_\_\_\_ % Above / Below) Amount Added / Deducted Total (c) \_\_\_\_\_

( Rupees \_\_\_\_\_ )

Total (a+b+c)=C \_\_\_\_\_

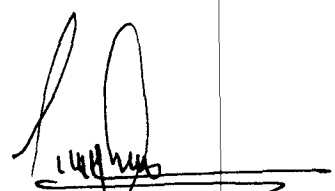
**SUMMARY**

**Cost of Bid**

- i- A-Cost based on composite Schedule of Rates Rs: \_\_\_\_\_
- ii- B-Cost based on composite Schedule of Rates Rs: \_\_\_\_\_
- iii- C-Cost based on composite Schedule of Rates Rs: \_\_\_\_\_

Total Cost of Bid ( D ) Rs: \_\_\_\_\_

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 BUILDINGS DIVISION  
 THARPARKAR

SHRRA BIDDING DOCUMENT

*STANDARD BIDDING DOCUMENT*

*PROCUREMENT OF WORKS*

*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:-** Renovation /Rehabilitation of (1) Rest House Chachro (2) Mukhtiarkar Office i/c Judicial Lock-up Chachro (3) Mukhtiarkar Residence Chachro Category 3rd Bungalow (01-No)

**(ii) Renovation/ Rehabilitation of Mukhtiarkar Office i/c Judicial Lock-Up Chachro.**

Issue to Mr./MS.

And Charged Rs. 1000/-

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Renovation /Rehabilitation of (1) Rest House Chachro (2) Mukhtiarkar Office i/c Judicial Lock-up Chachro (3) Mukhtiarkar Residence Chachro Category 3rd Bungalow (01-No) (ii) Renovation/ Rehabilitation of Mukhtiarkar Office i/c Judicial Lock-Up Chachro.
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At 2%)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/c bid Security):- Rs. (At 6%)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No.

Amount

Dated:

2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

(ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.  
Procuring Agency/Engineer may invite fresh bids for remaining work.

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR



**RENOVATION / REHABILITATION OF MUKHTIARKAR OFFICE I/C JUDICIAL LOCK  
UP CHACHRO.**

**ABSTRACT SHEET / SCHEDULE "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
10831-Sft	1	Earth filling over roof i/c watering ramming with 1" mud plaster finishing with gobi leeping (a) 3" thick earth filling and 1" mud plaster. (Rs. Seven hundred thirty four & Ps. Forteen only)	734/14	%Sft	79515/-
10831-Sft	2	P/L single per laver of polythene sheet 0.13 mm thick for water proofing as per specification and instruction of Engineer incharge. (Rs: Ten & Ps: seventy only).	10/70	P.Sft	115892/-
135-Sft	3	Dismantling brick work in lime or cement mortar. (Rs. One thousand two hundred eighty five & Ps. Sixty three only)	1285/63	%Sft	1736/-
135-Cft	4	Pacca brick work in G.Floor in cement mortar 1:6 (Rs: Twelve thousand six hundred seventy four & Ps: thirty six only).	12674/36	%Cft	17110/-
1013-Sft	5	Cement Tiles (8"x8"x3/4") laid flat in 1:2 Cement mortar over 3/4" thick cement mortar 1:2. (Rs. Ten thousand nine hundred sixteen & Ps. Sixty five only)	10916/65	%Sft	110586/-
1067-Sft	6	Removing cement or lime plaster. (Rs. One hundred twenty one only)	121/-	%Sft	1291/-
1067-Sft	7	Applying floating coat of Cement 1/32" thick. (Rs. Six hundred sixty only)	660/-	%Sft	7042/-
1435-Sft	8	Cement plaster 1:6 upto 12' height. 1/2" thick (Rs: Two thousand two hundred six & Ps: sixty only).	2206/60	%Sft	31665/-
1435-Sft	9	Cement plaster 1:6 upto 12' height (a)3/8" Thick . (Rs: Two thousand one hundred ninty seven & Ps: fifty two only).	2197/52	%Sft	31534/-
13985-Sft	10	SCRAPING (b) Ordinary distemper, oil bound distemper or paint on walls. (Rs. Two hundred twenty six & Ps: eighty eight only)	226/88	%Sft	40922/-
27970-Sft	11	Distemping. (b) Two coats (Rs. One thousand forty three & Ps: ninty only)	1043/90	%Sft	291979/-
7629-Sft	12	Painting guard bars gates iron bars grating railings i/c standard braces etc and similar open work.(Two coats). (Rs. Six hundred seventy four & Ps. Sixty only)	674/60	%Sft	51465/-
11499-Sft	13	White washing. (c) Three coats (Rs: Eight hundred twenty nine & Ps: ninty five only).	829/95	%Sft	95436/-

4052-Sft	14	Painting door & windows any type two coats. (Rs. One thousand one hundred sixty & Ps. Six only)	1160/06	%Sft	47006/-
23786-Sft	15	Colour washing. (b) Two coats (Rs. Eight hundred fifty nine & Ps. Ninety only)	859/90	%Sft	204536/-
				<b>TOTAL</b>	<b>1130909/-</b>

( \_\_\_\_\_ % Above / Below) Amount Added / Deducted Total (b) \_\_\_\_\_

( Rupees \_\_\_\_\_ )

(a+b)= Total "A"


**SUMMARY**

**Cost of Bid**

i- A-Cost based on composite Schedule of Rates Rs: \_\_\_\_\_

Total Cost of Bid ( B ) Rs: \_\_\_\_\_

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 BUILDINGS DIVISION  
 THARPARKAR

*STANDARD BIDDING DOCUMENT*

*PROCUREMENT OF WORKS*

*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:- Renovation /Rehabilitation of (1) Rest House Chachro (2) Mukhtiarkar Office i/c Judicial Lock-up Chachro (3) Mukhtiarkar Residence Chachro Category 3rd Bungalow (01-No)**

**(ii) Renovation/ Rehabilitation of Mukhtiarkar Residence Chachro Category 3rd Bungalow 1-No.**

Issue to Mr./MS.

And Charged **Rs. 2000/-**

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

- (a) Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b) Brief Description of Work:- Renovation /Rehabilitation of (1) Rest House Chachro (2) Mukhtiarkar Office i/c Judicial Lock-up Chachro (3) Mukhtiarkar Residence Chachro Category 3rd Bungalow (01-No)  
(iii) Renovation/ Rehabilitation of Mukhtiarkar Residence Chachro Category 3rd Bungalow 1-No.
- (c) Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d) Estimated Cost:- Rs.
- (e) Amount of Bid Security:- Rs. (At 2%)
- (f) Period of Bid Validity (Days):- :-
- (g) Security Deposit (i/c bid Security):- Rs. (At 6%)
- (h) Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)
- (i) Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j) Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k) Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l) Liquidity Damages:- Rs. (At 10%)

CD No.

Amount

Dated:

/ /2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

**(A)** Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

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

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

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

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

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

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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR



**RENOVATION / REHABILITATION OF MUKHTIARKAR RESIDENCE CHACHRO CATEGORY  
3<sup>RD</sup> BUNGALOW CHACHRO.**

**ABSTRACT SHEET / SCHEDULE "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
<b>PART "A"</b>					
1304-Cft	1	Dismantling 2 <sup>nd</sup> class tiles roofing. (Rs. Three hundred seventy eight & Ps. Thirteen only)	378/13	%Cft	8843/-
42.63-Cwt	2	Dismantling rolled steel beams iron rails etc. (Rs. One hundred twenty six & Ps. Four only)	126/04	P-Cwt	5373/-
1233-Cft	3	Dismantling brick work in lime or cement mortar. (Rs. One thousand two hundred eighty five & Ps. Sixty three only)	1285/63	%Cft	15852/-
1233-Cft	4	Pacca brick work in G.Floor in cement mortar 1:6. (Rs: Twelve thousand six hundred seventy four & Ps: thirty six only).	12674/36	%Cft	156275/-
3.01-Cwt	5	Supplying R.S Grider 4"x8" size of approved quality (Rs. Three thousand eight hundred fifty only)	3850/-	P-Cwt	11589/-
29.47-Cwt	6	Supplying of R.S.T iron 2"x2"x 1/4" size of approved quality. (Rs: Three thousand five hundred seventy five only).	3575/-	P-Cwt	105355/-
60.38-Cwt	7	Erection rolled steel beams or old rails in roof etc erection and fixing in position. (Rs: One hundred eightu six & Ps: thirty four only).	186/34	P-Cwt	11251/-
1304-Sft	8	2nd class tile roofing of 4" earth and 1" mud plaster with Gobri leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over one layer of 12"x6"x2" tiles laid in 1:6 cement mortar including 1:2 cement pointing under neath of tiles complete including curing etc. (Rs: Seven thousand six hundred & seven & Ps: twenty five only).	7607/25	%Sft	99199/-
1304-Sft	9	P/L single per laver of polythene sheet 0.13 mm thick for water proofing as per specification and instruction of Engineer incharge. (Rs: Ten & Ps: seventy only).	10/70	P-Sft	13953/-
3900-Sft	10	Removing cement or lime plaster. (Rs. One hundred twenty one only)	121/-	%Sft	4719/-
3900-Sft	11	Applying floating coat of Cement 1/32" thick. (Rs. Six hundred sixty only)	660/-	%Sft	29640/-
6455-Sft	12	Cement plaster 1:6 upto 12' height.  (b) 1/2" thick (Rs: Two thousand two hundred six & Ps: sixty only).	2206/60	%Sft	142436/-
6455-Sft	13	Cement plaster 1:6 upto 12' height. (a) 3/8" (Rs: Two thousand one hundred ninty seven & Ps: fifty two only).	2197/52	%Sft	141850/-

1225-Sft	14	Laying floors of approved coloured glazed tiles ¼" thick laid in white cement and pigment on a bed of ¾" thick cement mortar 1:2:4. (Rs. Twenty seven thousand seven hundred forty seven & Ps: six only)	27747/06	%Sft	339901/-
377-Sft	15	White glazed tile 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (Rs: Twenty eight thousand two hundred fifty three & Ps: sixty one only).	28253/61	%Sft	106516/-
1225-Sft	16	White washing. (c) Three coats (Rs: Eight hundred twenty nine & Ps: ninty five only).	829/95	%Sft	10167/-
84-Sft	17	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc. 1 ¾" thick. (Rs. One thousand two hundred seventy three & Ps. Seventy six only)	1273/76	%Sft	106996/-
50-Sft	18	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs: Nine hundred two & Ps: Ninty three only).	902/93	%Sft	45147/-
5.27-Cft	19	Plain wood work sawn wrought pained and fixed in position including cost of nails and screws etc, (a) Deodar wood (Rs. Six thousand one hundred twenty two & Ps. Sixteen only)	6122/16	P-Cft	32264/-
870-Sft	20	Painting door & windows any type two coats. (Rs: Two thousand one hundred sixteen & Ps: one only).	2116/01	%Sft	18409/-
1688-Sft	21	Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Three coats). (Rs. One thousand two hundred seventy & Pa: three only)	1270/03	%Sft	21438/-
11771-Sft	22	Preparing and surface and applying rock wall/shield (Natural wall texture) coating to provide durable crust to wall, thickness b/w 2mm to 32mm (1/8") with acrylic co-polymer emulsion selected marble chips adhesive and bactericides, water resistance and fire and termite resistance (up to 20'-0 height). (Rs: Four thousand five hundred four & Ps: fifty only)	4504/50	%Sft	530225/-
54-Rft	23	Khasi parnalas in cement sand mortar (1:2) 12" outside with finished smooth with floating coat of neat cement. (Rs: Seventy & Ps: thirty four only)	70/34	P-Rft	3798/-
364-Sft	24	Cement Tiles (8"x8"x3/4") laid flat in 1:2 Cement mortar over ¾" thick cement mortar 1:2. (Rs. Ten thousand nine hundred sixteen & Ps. Sixty five only)	10916/65	%Sft	39737/-

1.31-Cwt	25	Fabrication of mid steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. Tor Bar. (Rs. Five thousand and one & Ps: seventy only).	5001/70	P-Cwt	6552/-
32-Cft	26	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs: Three hundred thirty seven only).	337/-	%Cft	10616/-
			<b>TOTAL "A"</b>		<b>2018101/-</b>
			<b>( _____% Above / Below) Amount Added/ Deducted Total (b)</b>		
			<b>( Rupees _____ )</b>		
			<b>(a+b)= Total "A"</b>		

**M ITEM BASED ON COMPOSED SCHEDULE OF RATES**

**PART "B" W/S & S/F**

2-Nos	1	Providing and fixing squatting type white glazed of flussing cistern with internal fitting and flush pipe bend and making requisit number of holes in wall plinth in floor for pipe holes connection and making good in cement concrete 1:2:4 (a) W.C pan of non less than white 4" dia white glazed earthen waterape and plastic thumble. (Rs. Five thousand eighty eight & Ps. Twenty only)	5088/20	Each	10176/-
2-Nos	2	Providing & fixing 22 x 16 lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6 inches bolts into wal pointed white in 2 dia chome plated pillar traps 1 1/2" rubber plug & chrome brass waste of approved pattern 1 1/4" dia malleable iron or c.p brass traps malleable iron or brass unions and making requisite for pipe connection and making good in cement concrete 1:2:4 foreign or equivalent. (Rs. Four thousand six hundred ninety four & Ps. Eighty only)	4694/80	Each	9390/-
5-Nos	3	Supply and fixing in long bib cock of superior quality with C.P 1/2" dia . (Rs. One thousand one hundred nine & Ps. Forty six only)	1109/46	Each	5547/-
4-Nos	4	Providing & fixing in position nyloon connection complete with 1/2" dia dap brass stop cock with pair of brass nuts and lining joints ti nyloon connection (Rs. Four hundred forty seven & Ps. Fifteen only)	447/15	Each	1789/-
2-Nos	5	Supplying and fixing jet shower with rod of superior quality single c.p head 1/2" dia. (Rs. One thousand one hundred forty two & Ps. Twenty four only)	1142/24	Each	2284/-

1-No	6	Providing and fixing steel sinks stainless local make complete with cast iron or wrought iron brackets 6 inches built in wall, 1-1/2" c.p brass waste, with 1-1/2" P.V.C waste pipe & making requisite number of holes in wall & plinth and floor for pipe connection & making good in cement concrete 1:2:4 (c) steel sink stainless sized 33"x 18" local make (stainless pattern) (Rs. Five thousand seven hundred twelve & Ps. Thirty only)	5712/30	Each	5712/-
	7	Providing, Laying UPVC pipes of Class 'D' fixing in trench i/c cutting, fitting and jointing with solvent cement i/c testing with water to a head of 112 meter or 400 ft (P.H.E)			
24-Rft	a)	(1/2" dia) (Rs. Twelve only)	12/-	P-Rft	288/-
150-Rft	b)	(3/4" dia) (Rs. Nineteen only)	19/-	P-Rft	2850/-
140-Rft	c)	(3" dia) (Rs. One hundred thirty six only)	136/-	P-Rft	19040/-
2-Nos	8	Add extra for labour for providing and fixing of earthen were pedestal white or coloured glazed standard pattern. (Rs. Nine hundred thirty eight & Ps. Forty seven only)	938/47	Each	1877/-
4-Nos	9	P/F 6"x2" or 6"x3" C.I floor trap of the approved self cleaning design with screwed down gritting with or without a vent arm complete with and i/c making requisite number of holes in walls plinth in and floor for pipe condition & making good in C.C 1:2:4. (Rs. Two thousand twenty four & Ps. Forty three only)	2024/43	Each	8098/-
4-Nos	10	S / Fixing concealed tee - stop cock of superior quality with c.p head 1/2" dia (Rs. Eight hundred forty three & Ps. Ninety two only)	843/92	Each	3376/-
2-Nos	11	S/F Swan type pillar cock of superior quality with crystal head. (Rs. Seven hundred ninety five only)	795/-	Each	1590/-
4-Nos	12	Providing and Fixing Handle valve (china) 3/4" dia. (Rs. Two hundred seventy one & Ps. Ninety two only)	271/92	Each	1088/-
2-Nos	13	Supplying & fixing bath room accessories (7 pieces) i/c towel rod, brush, holder, soap tray shelf of approved quality and design etc complete. (Rs. Eight thousand one hundred twenty two & Ps. Forty only)	8122/40	Each	16245/-
<b>TOTAL "B"</b>					<b>89350/-</b>

( \_\_\_\_\_ % Above / Below) Amount Added / Deducted Total (b) \_\_\_\_\_

( Rupees \_\_\_\_\_ )

**Total (a+b) = "B"**

### SUMMARY

Cost of Bid

i- A-Cost based on composite Schedule of Rates Rs: \_\_\_\_\_

ii- B-Cost based on composite Schedule of Rates Rs: \_\_\_\_\_

Total Cost of Bid ( C ) Rs: \_\_\_\_\_

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 BUILDINGS DIVISION  
 THARPARKAR

**STANDARD FORM OF BIDDING DOCUMENT**  
**FOR**  
**PROCUREMENT OF WORKS**

*(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))*

**NAME OF WORK:-** Renovation / Rehabilitation of Residential Quarters in Revenue Colony Mithi.

Issue to Mr./MS.

And Charged **Rs. 3000/-**

Vide D.R No. \_\_\_\_\_ dated: \_\_\_\_\_ / \_\_\_\_\_ /2016.

## INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —“the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### 1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

### B. BIDDING DOCUMENTS

#### IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

- 17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule2 (q):

- (i) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;



# **BIDDING DATA**

## **INSTRUCTIONS TO BIDDERS**

### **Clause Reference:-**

1.1 **Name of Procuring Agency: - EXECUTIVE ENGINEER.**

**Brief Description of Works:- Renovation / Rehabilitation of Residential Quarters in Revenue Colony Mithi.**

5.1 (a) Procuring Agency's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

(b) Engineer's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity: *(must have turnover of Rs . . . . . Million).*

ii. Technical capacity: *Registration . . . . .*

iii. Construction Capacity: *(% of equipment).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security: - @ (2%) Rs. . . . . (Rupees . . . . .).**

14.1 **Period of Bid Validity: - ( . . . . . Days).**

14.4 **Number of Copies of the Bid to be submitted:**

One original plus ---- copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission: - EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

15.1 **Deadline for Submission of Bids:-**

Time: 1:00 PM on: *12 / 04 /2016.*

16.1 **Venue, Time, and Date of Bid Opening:-**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

Time: 1:45 PM on: *12 / 04 /2016.*

16.4 **Responsiveness of Bids:-**

(i) Bid is valid till required period.

\* (ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits.

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No. NIT No. TC/G-55/\_\_\_\_\_ dated: \_\_\_\_\_ / \_\_\_\_\_ /2016.

**NAME OF WORK:-** Renovation / Rehabilitation of Residential Quarters in Revenue Colony Mithi.

To:

**The Executive Engineer,**

**Buildings Division,**

**Tharparkar @ Mithi.**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. (2%) Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (90-days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Signature

\_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

Contractor:- Mr. / M/S.

(Seal)

Address  
Witness:

(Signature)

Name:  
Address:

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

**4. THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order/Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 **Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### 12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

#### 12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

#### 12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

### 13. **RISKS AND RESPONSIBILITIES**

#### 13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

#### 13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

### 14. **INSURANCE**

#### 14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

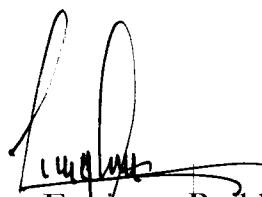
**RENOVATION / REHABILITATION OF RESIDENTIAL QUARTERS IN  
REVENUE COLONY MITHI**

**SUMMARY OF BID PRICES**

PART "A" RANOVATION WORK Rs: \_\_\_\_\_

TOTAL BID PRICE Rs: \_\_\_\_\_

Government  
Contractor

  
Executive Engineer Buildings  
Division Tharparkar

# RENOVATION / REHABILITATION OF RESIDENTIAL QUARTERS IN REVENUE COLONY MITHI

## ABSTRACT SHEET

### ITEMS BASED ON COMPOSED SCHEDULE OF RATES

<u>QUANTITY</u>	<u>S.#</u>	<u>ITEM OF WORK</u>	<u>RATE</u>	<u>UNIT</u>	<u>AMOUNT</u>
6650-Cft	01	Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same. <i>(Rs. Five thousand four hundred forty five only)</i>	5445/-	%Cft	362093/-
2911-Cft	02	Dismantling brick work in lime or cement mortar. <i>(Rs. One thousand two hundred eighty five Ps. Sixty three only)</i>	1285/63	%Cft	37425/-
6650-Cft	03	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. <i>(Rs. Three hundred thirty seven only)</i>	337/-	P.Cft	2241050/
274.64-Cwt	04	Fabrication of mid steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. (P.No 17 S.No 8) Tor Bar. <i>(Rs. Five thousand one Ps. Seventy only)</i>	5001/70	P.Cwt	1373667/
29.92-Cwt		Mild Steel <i>(Rs. Four thousand eight hundred twenty Ps. Twenty only)</i>	4820/20	P.Cwt	144220/-
4889-Cft	05	Pacca brick work in G.Floor in cement mortar 1:6 <i>(Rs. Twelve thousand six hundred seventy four Ps. Thirty six only)</i>	12674/36	%Cft	619649/-
34242-Sft	06	Cement plaster 1:6 upto 12' height (b) 1/2" thick <i>(Rs. Two thousand two hundred six Ps. Sixty only)</i>	2206/60	%Sft	755584/-
34242 Sft	07	Cement plaster 1:4 upto 12' height (a) 3/8" thick <i>(Rs. Two thousand one hundred ninety seven Ps. Fifty two only)</i>	2197/52	%Sft	752475/-
1710-Sft	08	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for doors using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. <i>(Rs. Two hundred twenty eight Ps. Ninety only)</i>	228/90	P.Sft	39142/-

856-Sft	09	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for windows using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs. Two hundred forty Ps. Fifty only)	240/50	P.Sft	205868/-
18106-Sft	10	White washing (c) Three coats (Rs. Eight hundred twenty nine Ps. Ninety five only)	829/95	%Sft	150271/-
134632-Sft	11	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	596083/-
134632-Sft	12	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	1405423/-
14058-Sft	13	Painting door & windows any type two coats (Rs. One thousand one hundred sixty Ps. Six only)	1160/06	%Sft	163081/-
16113 Sft	14	Providing and Laying 2" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels (Rs. Three thousand two hundred seventy five Ps. Fifty only)	3275/50	%Sft	527830/-
37 Sft	15	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs. Nine hundred two Ps. Ninety three only)	902/93	P.Sft	33408/-
606-Sft	16	Mud plaster on floor or roof 1" thick (Rs. Five hundred fifty five only)	555/-	%Sft	3363/-

**Total: (a) 9410632/-**

( % Above/Below) Amount added / Deducted

(Rupees:

**Total (b)**

**(a + b) = Total "A"**

## S U M M A R Y

### COST OF BID:

1. A – Cost based on composite Schedule of Rate Rs.

Total Cost of Bid ( ) = Rs.

**Government  
Contractor**

**Executive Engineer**  
Buildings Division  
Tharparkar



**STANDARD FORM OF BIDDING DOCUMENT**  
**FOR**  
**PROCUREMENT OF WORKS**

*(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))*

**NAME OF WORK:-** Construction of first floor of Category 2nd Bungalow for District Officer Social Welfare Tharparkar (Converted into Annexi Building) @ Mithi.

Issue to Mr./MS. ....

And Charged **Rs. 3000/-**

Vide D.R No. .... dated: / /2016.

## INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### A. GENERAL

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called —“the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security.
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

- 17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule2 (q);

- (i) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

# **BIDDING DATA**

## **INSTRUCTIONS TO BIDDERS**

### **Clause Reference:-**

1.1 **Name of Procuring Agency: - EXECUTIVE ENGINEER.**

**Brief Description of Works:- Construction of first floor of Category 2nd Bungalow for District Officer Social Welfare Tharparkar (Converted into Annexi Building) @ Mithi.**

5.1 (a) Procuring Agency's address: **BUILDINGS DIVISION THARPARKAR @ MITHI**  
**DISTRICT THARPARKAR.**

(b) Engineer's address: **BUILDINGS DIVISION THARPARKAR @ MITHI**  
**DISTRICT THARPARKAR.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

- i. Financial capacity: (*must have turnover of Rs                      Million*).
- ii. Technical capacity:     *Registration                      .....*
- iii. Construction Capacity: (*45 of equipment*).

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security: - @ (2%) Rs.                      (Rupees                      ).**

14.1 **Period of Bid Validity: -                      (                      Days).**

14.4 **Number of Copies of the Bid to be submitted:**

One original plus ---- copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission: - EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION THARPARKAR @ MITHI.**

15.1 **Deadline for Submission of Bids:-**

Time: 1:00 PM on: *12 / 04 /2016.*

16.1 **Venue, Time, and Date of Bid Opening:-**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION**  
**THARPARKAR @ MITHI.**

Time: 1:45 PM on: *12 / 04 /2016.*

16.4 **Responsiveness of Bids:-**

- (i) Bid is valid till required period.
- \* (ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits.
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No. NIT No. TC/G-55/ \_\_\_\_\_ dated: \_\_\_\_\_ / \_\_\_\_\_ /2016.

**NAME OF WORK:-** Construction of first floor of Category 2nd Bungalow for District Officer Social Welfare Tharparkar (Converted into Annexi Building) @ Mithi.

To:

**The Executive Engineer,**

**Buildings Division,**  
**Tharparkar @ Mithi.**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. (2%) Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (90-days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Signature

\_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of

Contractor:- Mr. / M/S. \_\_\_\_\_

(Seal)

Address \_\_\_\_\_

Witness: \_\_\_\_\_

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. **THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

3. **ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. **THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

## 8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. REMEDYING DEFECTS

### 9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value



complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### 12.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

#### 12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

#### 12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

### 13. **RISKS AND RESPONSIBILITIES**

#### 13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

#### 13.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

### 14. **INSURANCE**

#### 14.1 **Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms

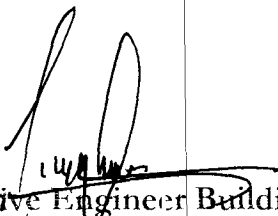
CONSTRUCTION OF FIRST FLOOR OF CATEGORY 2<sup>ND</sup> BUNGALOW  
FOR DISTRICT OFFICER SOCIAL WELFARE THARPARKAR  
(CONVERTED INTO ANNEXI BUILDING) @ MITHI

SUMMARY OF BID PRICES

PART "A"      Bungalow 1<sup>st</sup> Floor      Rs: \_\_\_\_\_

TOTAL BID PRICE      Rs: \_\_\_\_\_

Government  
Contractor

  
Executive Engineer Buildings  
Division Tharparkar

**CONSTRUCTION OF FIRST FLOOR OF CATEGORY 2<sup>ND</sup> BUNGALOW  
FOR DISTRICT OFFICER SOCIAL WELFARE THARPARKAR  
(CONVERTED INTO ANNEXI BUILDING) @ MITHI**

**ABSTRACT SHEET / SCHEDULE "B"**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
<b>BUNGALOW 1<sup>ST</sup> FLOOR</b>					
5130-Cft	01	Pacca brick work in First Floor in cement mortar 1:6 (Rs. Thirteen thousand one hundred twelve Ps. Ninety nine only)	13112/99	%Cft	672696/-
2639-Cft	02	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs. Three hundred thirty seven only)	337/-	P.Cft	889343/-
130.74-Cwt	03	Fabrication of mid steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. Tor Bar. (Rs. Five thousand one Ps. Seventy only)	5001/70	P.Cwt	653922/-
19.65-Cwt		Mild Steel (Rs. Four thousand eight hundred twenty Ps. Twenty only)	4820/20	P.Cwt	94717/-
9721-Sft	04	Cement plaster 1:6 upto 12' height (b) 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	214504/-
9721-Sft	05	Cement plaster 1:4 upto 12' height (a) 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	213621/-
2630-Sft	06	Prov: & Fixing Full porcelain Spanish / Italian tiles (imported) having size upto 24" x 24" floor/dado pasted with bound solution & filling the joints with white cement & tiles grouts as per desired shape with finishing i/c cutting tiles to proper on floor etc as directed by the Engr: Incharge Rated i/a all cost of material, labour & cartage (Rs. Two hundred ninety five only)	295/-	P.Sft	775850/-
3546-Sft	07	Laying white marble flooring fine dressed on the surface without winding set in lime plaster 1:2 i/c rubbing and polishing of the joints. (a) 3/4" thick flooring. (Rs. Five hundred sixty seven Ps. Forty eight only)	567/48	P.Sft	2012284/-
586-Sft	08	Teak wood wrought framed and fixed in place including chowkats hold fasts, tower bolt, chock, cleats, handles cord with hooks and cost of nails and screws. etc (b) Panelled or paneled and glazed or fully glazed 1 3/4" thick (Rs. Two thousand four hundred thirty Ps. Fourteen only)	2430/14	P.Sft	1424062/-

426-Sft	09	Supplying and fixing in position iron/steel grill of 3/4"x1/4" size flat iron of approved design i/c painting three coats etc complete. (Weight not to be less than 3.7 lbs/sq foot of finished grill) (Rs. One hundred eight Ps. Fifty only)	180/50	P.Sft	76893/-
344-Sft	10	Galvanized wire gauze fixed to chowkats with 3/4" thick deodar strips & screw. (Rs. One hundred ninety Ps. Seventy two only)	190/72	P.Sft	65608/-
5697-Sft	11	Preparing the surface & painting with matt finish point of approved make to old matt finish surface with bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of pairs mixture applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete. (Rs. Three thousand four hundred forty four Ps. Thirty eight only)	3444/38	%Sft	196226/-
3570-Sft	12	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick/sand paper, filling the voids with chalk/plaster of Pairs and then painting with weather coat of approved make (Rs. Two thousand five hundred sixty seven Ps. Ninety five Only)	2567/95	%Sft	91676/-
3388-Sft	13	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	15000/
3388-Sft	14	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	35367/-
77-Sft	15	First class teak wrought joinery in wire gauze doors windows with frames and 22 standard galvanized wire gauze 144 mesh per square inch including brass fittings complete (b) Panelled or panekd and glazed or fully glazed 1 1/2" thick (Rs. Nine hundred seventy four Ps. Twenty nine only)	974/29	P.Sft	75020/-
1172-Sft	16	French polishing complete (a) On new work (Rs. Three thousand eight hundred forty one Ps. Seventy five only)	3841/75	%Sft	45025/
4403-Sft	17	Providing and laying 1 1/2" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels (Rs. Two thousand five hundred forty eight Ps. Twenty nine only)	2548/29	%Sft	112201/-
4403-Sft	18	Providing and fixing with jute felt paper of 60 Lbs over roof i/c cleaning of roof with wire brush and removing dust, applying bitumen coat at the rate of 34 lbs per % sft as premix inter coats and then laying felt paper with 10% over laps, then applying and spreading hill sand at the rate of 1 cft for 100 sft. The cost also i/c necessary fire material, kerosene oil, wood etc. (Rs. One hundred six Ps. Seventy three only)	106/73	P.Sft	469932/-
4218-Sft	19	Supplying and fixing false ceiling of plaster of pairs in panels i/c making frame work of deodar wood including painting with Soligia paint (Rs. Twenty five thousand two hundred ninety three Ps. Forty two only)	25293/42	%Sft	1066876/-

466-Sft 20 Khapriol of cement concrete 12" x 8" x 1" of approved design / shape laid flat in 1:2 grey cement mortar over a bed of 3/4" thick grey cement mortar 1:2  
(Rs. Eight thousand nine hundred seventy seven Ps. Ninety only)

8977/90 %Sft

41837/-

**Total: (a) 9242660/-**

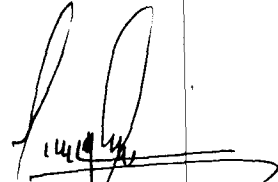
➤ ( \_\_\_\_\_ % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

**(a + b) = Total "A"**

Government  
Contractor

  
Executive Engineer Buildings  
Division Tharparkar

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

*(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))*

**NAME OF WORK:- Construction of Enclosure (Compound Wall & Steel Gate).**

**(i) At Muslim Graveyard Mithi.**

Issue to Mr./MS.

And Charged **Rs. 3000/-**

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS

(Note: *These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed.*)

### A. GENERAL

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called —“the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.



- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

- 17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule2 (q):

- (i) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

# **BIDDING DATA**

## **INSTRUCTIONS TO BIDDERS**

### **Clause Reference:-**

1.1 **Name of Procuring Agency: - EXECUTIVE ENGINEER.**

### **Brief Description of Works:- Construction of Enclosure (Compound Wall & Steel Gate). (i) at Muslim Graveyard Mithi.**

5.1 (a) Procuring Agency's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

(b) Engineer's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity: *(must have turnover of Rs Million).*

ii. Technical capacity: *Registration*

iii. Construction Capacity: *(15 of equipment).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security: - @ (2%) Rs. (Rupees )**

14.1 **Period of Bid Validity: - ( Days).**

14.4 **Number of Copies of the Bid to be submitted:**

One original plus ---- copies.

14.6 **(a) Procuring Agency's Address for the Purpose of Bid Submission: - EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

15.1 **Deadline for Submission of Bids:-**

Time: 1:00 PM on: *12 / 04 /2016.*

16.1 **Venue, Time, and Date of Bid Opening:-**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

Time: 1:45 PM on: *12 / 04 /2016.*

16.4 **Responsiveness of Bids:-**

(i) Bid is valid till required period.

\*(ii) Bid prices are firm during currency of contract/Price adjustment:

(iii) Completion period offered is within specified limits.

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. *(Select either of them)*

**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No. NIT No. TC/G-55/ ..... dated: / /2016.

**NAME OF WORK:- Construction of Enclosure (Compound Wall & Steel Gate)  
(i) at Muslim Graveyard Mithi**

To:

**The Executive Engineer,**

**Buildings Division,**

**Tharparkar @ Mithi.**

Gentlemen.

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. (Rupees ) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. (2%) Rs. - (Rupees ) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (90-days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this day of , 2016

Signature

in the capacity of duly authorized to sign bid for and on behalf of

Contractor:- Mr. / M/S.

(Seal)

Address

Witness:

(Signature)

Name:

Address:

1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE PROCURING AGENCY**

2.1 **Provision of Site**

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 **Engineer's/Procuring Agency's Instructions**

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 **Approvals**

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.

**3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

3.1 **Authorized Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 **Engineer's/Procuring Agency's Representative**

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

**4. THE CONTRACTOR**

4.1 **General Obligations**

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 **Uncovering and Testing**

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 **Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 10.4 **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

## 12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

## 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

## 12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

### 13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## 14. INSURANCE

### 14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

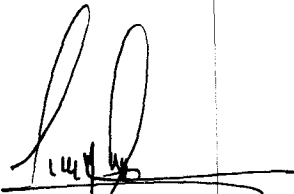
**CONSTRUCTION OF ENCLOSURE @ MUSLIM GRAVEYARD MITHI**

**SUMMARY OF BID PRICES**

PART "A" Path Rs: \_\_\_\_\_

TOTAL BID PRICE Rs: \_\_\_\_\_

Government  
Contractor

  
Executive Engineer Buildings  
Division Tharparkar

# CONSTRUCTION OF ENCLOSURE @ MUSLIM GRAVEYARD MITHI

## ABSTRACT SHEET

### ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
6413 Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. <i>(Rs. Three thousand one hundred seventy six Ps. Twenty five only)</i>	3176/25	%Cft	20369/-
2138-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. <i>(Rs. Eight thousand one hundred twenty two Ps. Ninety five only)</i>	8122/95	%Cft	173669/-
6954-Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 <i>(Rs. Eleven thousand nine hundred forty eight Ps. Thirty six only)</i>	11948/36	%Cft	830889/-
2138-Sft	04	Damp proof course with (cement sand and shingle concrete 1:2:4) i/c 2 coats of asphaltic mixture. 3" thick. <i>(Rs. Four thousand nine hundred eighty two Ps. Eighty one only)</i>	4982/18	%Sft	106519/-
5239-Cft	05	Pacca brick work other then building i/c striking of joints up to 20 feet heighten (e) cement sand mortar. 1:6. <i>(Rs. Twelve thousand three hundred forty four Ps. Sixty five only)</i>	12346/65	%Cft	646841/-
35516-Sft	06	Cement plaster 1:6 upto 12' height (b) 1/2" thick <i>(Rs. Two thousand two hundred six Ps. Sixty only)</i>	2206/60	%Sft	783696/-
35516-Sft	07	Cement plaster 1:4 upto 12' height a) 3/8" thick <i>(Rs. Two thousand one hundred ninety seven Ps. Fifty two only)</i>	2197/52	%Sft	780471/-
35516-Sft	08	Priming coat of chalk distemper. <i>(Rs. Four hundred forty two Ps. Seventy five only)</i>	442/75	%Sft	157247/-
35516-Sft	09	Distemping (b) Two coats <i>(Rs. One thousand forty three Ps. Ninety only)</i>	1043/90	%Sft	370752/-
96-Sft	10	Making and fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"x3/8" and 3/4" sq" bars 4" centre. <i>(Rs. Five thousand ninety four Ps. Fifty seven only)</i>	594/57	P.Sft	57079/-

**Total: (a) 3927532/-**

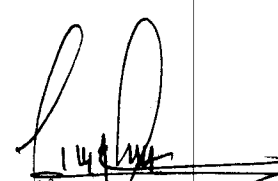
➤ ( ) % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

**(a + b) = Total "A"**

**Government Contractor**

  
**Executive Engineer**  
**Buildings Division**  
**Tharparker**



**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

**(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))**

**NAME OF WORK:- Construction of Enclosure (Compound Wall & Steel Gate).**

**(ii) At Hindu Graveyard Mithi.**

Issue to Mr./MS.

And Charged **Rs. 3000/-**

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### A. GENERAL

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called —“the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security.
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

- 17.3 Bidders may be excluded if involved in **"Corrupt and Fraudulent Practices"** means either one or any combination of the practices given below SPP Rule 2 (q):

- (i) **"Coercive Practice"** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **"Collusive Practice"** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **"Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

# **BIDDING DATA**

## **INSTRUCTIONS TO BIDDERS**

### **Clause Reference:-**

1.1 **Name of Procuring Agency:- EXECUTIVE ENGINEER.**

**Brief Description of Works:- Construction of Enclosure (Compound Wall & Steel Gate) (ii) At Hindu Graveyard Mithi.**

5.1 (a) Procuring Agency's address: **BUILDINGS DIVISION THARPARKAR @ MITHI  
DISTRICT THARPARKAR.**

(b) Engineer's address: **BUILDINGS DIVISION THARPARKAR @ MITHI  
DISTRICT THARPARKAR.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity: *(must have turnover of Rs. \_\_\_\_\_ Million).*

ii. Technical capacity: *Registration \_\_\_\_\_*

iii. Construction Capacity: *(45 of equipment).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security:- @ (2%) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).**

14.1 **Period of Bid Validity:- ( \_\_\_\_\_ Days).**

14.4 **Number of Copies of the Bid to be submitted:**

One original plus ---- copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission:- EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR @ MITHI.**

15.1 **Deadline for Submission of Bids:-**

Time: 1:00 PM on: \_\_\_\_\_ / \_\_\_\_\_ /2016.

16.1 **Venue, Time, and Date of Bid Opening:-**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION  
THARPARKAR @ MITHI.**

Time: 1:45 PM on: \_\_\_\_\_ / \_\_\_\_\_ /2016.

16.4 **Responsiveness of Bids:-**

(i) Bid is valid till required period.

\*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits.

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. *(Select either of them)*



- 1.3 **Priority of Documents**  
The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.
- 1.4 **Law**  
The law of the Contract is the relevant Law of Islamic Republic of Pakistan.
- 1.5 **Communications**  
All Communications related to the Contract shall be in English language.
- 1.6 **Statutory Obligations**  
The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.
- 2. THE PROCURING AGENCY**
- 2.1 **Provision of Site**  
The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.  
**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 2.2 **Permits etc.**  
The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.
- 2.3 **Engineer's/Procuring Agency's Instructions**  
The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.
- 2.4 **Approvals**  
No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.
- 3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**
- 3.1 **Authorized Person**  
The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.
- 3.2 **Engineer's/Procuring Agency's Representative**  
The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.
- 4. THE CONTRACTOR**
- 4.1 **General Obligations**  
The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.
- 4.2 **Contractor's Representative**  
The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.
- 4.3 **Subcontracting**  
The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.
- 4.4 **Performance Security**  
The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## 8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. REMEDYING DEFECTS

### 9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.



one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

## 12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

## 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

## 12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

### 13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## 14. INSURANCE

### 14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

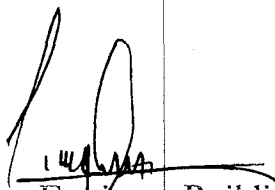
**CONSTRUCTION OF ENCLOSURE @ HINDU GRAVEYARD MITHI**

**SUMMARY OF BID PRICES**

PART "A" Path Rs: \_\_\_\_\_

TOTAL BID PRICE Rs: \_\_\_\_\_

Government  
Contractor

  
Executive Engineer Buildings  
Division Tharparkar

# CONSTRUCTION OF ENCLOSURE @ HINDU GRAVEYARD MITHI

## ABSTRACT SHEET

### ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
6413 Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%Cft	20369/-
2138 Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. (Rs. Eight thousand one hundred twenty two Ps. Ninety five only)	8122/95	%Cft	173669/-
6954-Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight Ps. Thirty six only)	11948/36	%Cft	830889/
2138-Sft	04	Damp proof course with (cement sand and shingle concrete 1:2:4) i/c 2 coats of asphaltic mixture. 3" thick. (Rs. Four thousand nine hundred eighty two Ps. Eighteen only)	4982/18	%Sft	106519/-
5239-Cft	05	Pacca brick work other then building i/c striking of joints up to 20 feet heigten (e) cement sand mortar. 1:6. (Rs. Twelve thousand three hundred forty four Ps. Sixty five only)	12346/65	%Cft	646841/
35516-Sft	06	Cement plaster 1:6 upto 12' height (b) 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	783696/-
35516-Sft	07	Cement plaster 1:4 upto 12' height a) 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	780471/
35516-Sft	08	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	157247/-
35516-Sft	09	Distempering (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	370752/
96-Sft	10	Making and fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"x3/8" and 3/4" sq" bars 4" centre to centre. (Rs. Five thousand ninety four Ps. Fifty seven only)	594/57	P.Sft	57079/-

**Total: (a) 3927532/-**

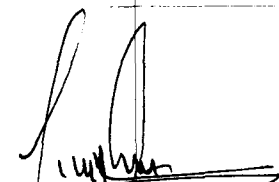
➤ (.....) % Above/Below) Amount added / Deducted

(Rupees: .....

**Total (b)**

**(a + b) = Total "A"**

**Government  
Contractor**

  
**Executive Engineer  
Building Division  
Tharparkar**

BIDDING DOCUMENT

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

*(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))*

**NAME OF WORK:- Construction of Enclosure (Compound Wall & Steel Gate).**

**(iii) At Hindu Graveyard Kaloi.**

Issue to Mr./MS.

And Charged **Rs. 3000/-**

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### A. GENERAL

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Procuring Agency as defined in the Bidding Data (hereinafter called —“the Procuring Agency”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Work”).

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

##### **1.2 Source of Funds**

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

- b) Duly pre-qualified with the Procuring Agency. (*Where required*).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-

- (i) company profile;
- (ii) works of similar nature and size for each performed in last 3/5 years;
- (iii) construction equipments;
- (iv) qualification and experience of technical personnel and key site management;
- (v) financial statement of last 3 years;
- (vi) information regarding litigations and abandoned works if any.

#### **IB.3 Cost of Bidding**

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security.
  - (ii) Form of Performance Security:
  - (iii) Form of Contract Agreement:

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37*).

13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

13.5 The Bid Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
  - (i) furnish the required Performance Security or
  - (ii) sign the Contract Agreement.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

14.3 All Schedules to Bid are to be properly completed and signed.

14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL|| and —COPY|| as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one :
  - (a) which affect in any substantial way the scope, quality or performance of the works;
  - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

16.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

**Technical Evaluation:** It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

**IB.17 Process to be Confidential**

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below SPP Rule2 (q):

- (i) **“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

# **BIDDING DATA**

## **INSTRUCTIONS TO BIDDERS**

### **Clause Reference:-**

1.1 **Name of Procuring Agency: - EXECUTIVE ENGINEER.**

**Brief Description of Works:- Construction of Enclosure (Compound Wall & Steel Gate) (iii) At Hindu Graveyard Kaloi.**

5.1 (a) Procuring Agency's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

(b) Engineer's address: **BUILDINGS DIVISION THARPARKAR @ MITHI DISTRICT THARPARKAR.**

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

i. Financial capacity: *(must have turnover of Rs \_\_\_\_\_ Million).*

ii. Technical capacity: *Registration \_\_\_\_\_*

iii. Construction Capacity: *(15 of equipment).*

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security: - @ (2%) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).**

14.1 **Period of Bid Validity: - \_\_\_\_\_ ( \_\_\_\_\_ Days).**

14.4 **Number of Copies of the Bid to be submitted:**

One original plus ---- copies.

14.6 (a) **Procuring Agency's Address for the Purpose of Bid Submission: - EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

15.1 **Deadline for Submission of Bids:-**

Time: 1:00 PM on: *12 / 04 /2016.*

16.1 **Venue, Time, and Date of Bid Opening:-**

Venue: **OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.**

Time: 1:45 PM on: *12 / 04 /2016.*

16.4 **Responsiveness of Bids:-**

(i) Bid is valid till required period.

\*(ii) Bid prices are firm during currency of contract/Price adjustment;

(iii) Completion period offered is within specified limits.

(iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

(v) Bid does not deviate from basic technical requirements and

(vi) Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. *(Select either of them)*



**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No. NIT No. TC/G-55/ ..... dated: / /2016.

**NAME OF WORK:- Construction of Enclosure (Compound Wall & Steel Gate)  
(iii) at Hindu Graveyard Kaloi.**

To:

**The Executive Engineer,**

**Buildings Division,**

**Tharparkar @ Mithi.**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs (Rupees ) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. (2%) Rs. - (Rupees ) drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of (90-days) from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this day of , 2016

Signature

in the capacity of duly authorized to sign bid for and on behalf of

Contractor:- Mr. / M/S.

(Seal)

Address

Witness:

(Signature)

Name:

Address:

- 1.3 **Priority of Documents**  
The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.
- 1.4 **Law**  
The law of the Contract is the relevant Law of Islamic Republic of Pakistan.
- 1.5 **Communications**  
All Communications related to the Contract shall be in English language.
- 1.6 **Statutory Obligations**  
The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.
- 2. THE PROCURING AGENCY**
- 2.1 **Provision of Site**  
The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.  
**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 2.2 **Permits etc.**  
The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.
- 2.3 **Engineer's/Procuring Agency's Instructions**  
The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.
- 2.4 **Approvals**  
No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor's obligations.
- 3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**
- 3.1 **Authorized Person**  
The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.
- 3.2 **Engineer's/Procuring Agency's Representative**  
The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.
- 4. THE CONTRACTOR**
- 4.1 **General Obligations**  
The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.
- 4.2 **Contractor's Representative**  
The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.
- 4.3 **Subcontracting**  
The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.
- 4.4 **Performance Security**  
The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## 8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. REMEDYING DEFECTS

### 9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

### 9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refused/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

### 10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### 12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

#### 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

#### 12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled, c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

### 13. RISKS AND RESPONSIBILITIES

#### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

#### 13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) the cost of his demobilization, and c) less any sums to which the Procuring Agency is entitled. The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

### 14. INSURANCE

#### 14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.


**CONSTRUCTION OF ENCLOSURE @ HINDU GRAVEYARD KALOI**

**SUMMARY OF BID PRICES**

PART "A" Path Rs: \_\_\_\_\_

TOTAL BID PRICE Rs: \_\_\_\_\_

Government  
Contractor

  
Executive Engineer Buildings  
Division Tharparkar

# CONSTRUCTION OF ENCLOSURE @ HINDU GRAVEYARD KALOJ

## ABSTRACT SHEET

### ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
6413-Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%Cft	20369/-
2138-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. (Rs. Eight thousand one hundred twenty two Ps. Ninety five only)	8122/95	%Cft	173669/-
6954-Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight Ps. Thirty six only)	11948/36	%Cft	830889/-
2138-Sft	04	Damp proof course with (cement sand and shingle concrete 1:2:4) i/c 2 coats of asphaltic mixture. 3" thick. (Rs. Four thousand nine hundred eighty two Ps. Eight-ten only)	4982/18	%Sft	106519/-
5239-Cft	05	Pacca brick work other then building i/c striking of joints up to 20 feet heigten (e) cement sand mortar. 1:6. (Rs. Twelve thousand three hundred forty four Ps. Sixty five only)	12346/65	%Cft	646841/-
35516-Sft	06	Cement plaster 1:6 upto 12' height (b) 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	783696/-
35516-Sft	07	Cement plaster 1:4 upto 12' height a) 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	780471/-
35516-Sft	08	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	157247/-
35516 Sft	09	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	370752/-
96-Sft	10	Making and fixing steel grated doors complete with locking arrangement angle iron frame 2"x2"x3/8" and 3/4" sq" bars 4" centre to centre. (Rs. Five thousand ninety four Ps. Fifty seven only)	594/57	P.Sft	57079/-

**Total: (a) 8927532/-**

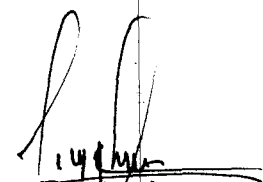
➤ (..... % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

**Total (b)**

**(a + b) = Total "A"**

**Government  
Contractor**

  
**Executive Engineer  
Buildings Division  
Tharparkar**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

**NAME OF WORK:-** Rehabilitation and Provision of Machinery Equipments, Furniture in existing Vocational Centers in District Tharparkar (6-Units) (i) At Mithi Taluka Mithi. (ii) At Diplo Taluka Diplo. (iii) At Islamkot Taluka Islamkot. (iv) At Chachro Taluka Chachro. (v) At Chelhar Taluka Mithi. (vi) Nagarparkar Taluka Nagarparkar.

Issue to Mr./MS.

And Charged **Rs. 1000/-**

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **BIDDING DATA**

- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Rehabilitation and Provision of Machinery Equipments, Furniture in existing Vocational Centers in District Tharparkar (6-Units) (i) At Mithi Taluka Mithi. (ii) At Diplo Taluka Diplo. (iii) At Islamkot Taluka Islamkot. (iv) At Chachro Taluka Chachro. (v) At Chelhar Taluka Mithi. (vi) Nagarparkar Taluka Nagarparkar.
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At 2%)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/c bid Security):- Rs. (At 6%)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No.

Amount

Dated:

/2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

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

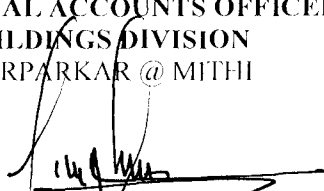
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum Payable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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

**REHABILITATION AND PROVISION OF MACHINERY EQUIPMENTS,  
FURNITURE IN EXISTING VOCATIONAL CENTERS IN DISTRICT  
THARPARKAR (6-UNITS)**

**ABSTRACT SHEET**

**ITEMS BASED ON COMPOSED SCHEDULE OF RATES**

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
12570-Sft	01	Mud plaster on floor or roof 1" thick (Rs. Five hundred fifty five only)	555/	%Sft	69764/-
56107-Sft	02	Distemping (c) Three coats (Rs. One thousand seventy nine Ps. Sixty five only)	1079/65	%Sft	675523/-
74-Sft	03	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs. Nine hundred two Ps. Ninety three only)	902/93	P.Sft	66817/-

**Total: (a) 742340/-**

➤ (..... % Above/Below) Amount added / Deducted

(Rupees:.....)

**Total (b)**

**(a + b) = Total "A"**

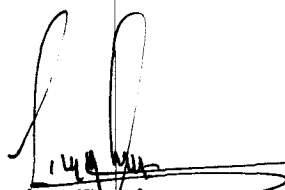
**S U M M A R Y**

**COST OF BID:**

1. A – Cost based on composite Schedule of Rate Rs. \_\_\_\_\_

Total Cost of Bid ( ) = Rs. \_\_\_\_\_

**Government  
Contractor**

  
**Executive Engineer  
Buildings Division  
Tharparkar**

SPERA BIDDING DOCUMENT

*STANDARD BIDDING DOCUMENT*

*PROCUREMENT OF WORKS*

*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:-** Renovation/ Rehabilitation of Old Gymkhana Club Mithi.

Issue to Mr./MS.

And Charged **Rs. 1000/-**

Vide D.R No.            dated:            /            /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- **Renovation/ Rehabilitation of Old Gymkhana Club Mithi.**
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At **2%**)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/e bid Security):- Rs. (At **6%**)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At **7.50%** I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At **10%**)

**CD No.**

**Amount**

**Dated:**

/2016 **Bank**

  
**EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION THARPARKAR**  
**@ MITHI**



## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

# RENOVATION / REHABILITATION OF OLD GYMKHANA CLUB MITHI

## ABSTRACT SHEET

### ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
802-Cft	01	Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same. (Rs. Five thousand four hundred forty five only)	5445/-	%Cft	43669/-
892-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" gauge. 1:5:10. (Rs. Eight thousand six hundred ninety four Ps. Ninety five only)	8694/95	%Cft	77559/-
2703-Cft	03	Providing and laying 3" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels (Rs. Four thousand four hundred eleven Ps. Eighty two only)	4411/82	%Cft	119251/-
802-Cft	04	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs. Three hundred thirty seven only)	337/-	P.Cft	270274/-
45.39-Cwt	05	Fabrication of mid steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. <b>Tor Bar.</b> (Rs. Five thousand one Ps. Seventy only)	5001/70	P.Cwt	227027/-
1000-Cft	06	Pacca brick work in G.Floor in cement mortar 1:6 (Rs. Twelve thousand six hundred seventy four Ps. Thirty six only)	12674/36	%Cft	126744/-
5443-Sft	07	Cement plaster 1:6 upto 12' height (b) 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	120105/-
5443-Sft	08	Cement plaster 1:4 upto 12' height (a) 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	119611/-
1596-Cft	09	Laying floors of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (Rs. Twenty seven thousand six hundred seventy eight Ps. Eighty six only)	27678/86	%Sft	441755/-

16221-Sft	10	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only	1043/90	%Sft	169331/-
177-Sft	11	Painting door & windows any type two coats (Rs. One thousand one hundred sixty Ps. Six only)	1160/06	%Sft	2053/-

**Total: (a) 1717379-**

(Rupees: ( % Above/Below) Amount added / Deducted

**Total (b)**

**(a + b) = Total "A"**

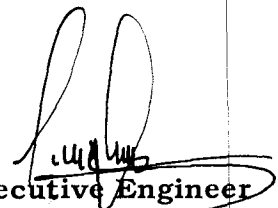
## S U M M A R Y

### COST OF BID:

1. A – Cost based on composite Schedule of Rate Rs.

Total Cost of Bid ( ) = Rs.

**Government  
Contractor**

  
**Executive Engineer**  
 Buildings Division  
 Tharparkar

SEPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

**NAME OF WORK:- Renovation of Existing Technical Training Centre (TTC) @ Nagarparkar.**

**(i) Renovation Work (Civil).**

Issue to Mr./MS.

And Charged Rs. 1000/-

Vide D.R No.                      dated:                      /                      /2016.

## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

(a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.

(b). Brief Description of Work:- **Renovation of Existing Technical Training Centre (TTC) @ Nagarparkar.**  
**(i) Renovation Work (Civil).**

(c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.

(d). Estimated Cost:- Rs.

(e). Amount of Bid Security:- Rs. (At 2%)

(f). Period of Bid Validity (Days):- :-

(g). Security Deposit (i/c bid Security):- Rs. (At 6%)

(h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)

(i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016

(j). Venue, Time & Date of Bid Opening:- Office of The Executive Engineer  
:- Buildings Division Tharparkar @ Mithi  
at 1:45 pm on / /2016

(k). Time for Completion from written order of Commence:- :- 06- (Six) Months

(l). Liquidity Damages:- Rs. (At 10%)

CD No.

Amount

Dated:

2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
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## CONDITIONS OF CONTRACT

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

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

**Clause – 3: Termination of the Contract.**

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

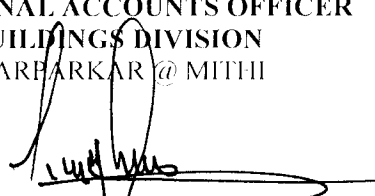
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum Payable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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

# RENOVATION OF EXISTING TECHNICAL TRAINING CENTRE (TTC) @ NAGARPARKAR

## ABSTRACT SHEET

### ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
81-Cft	01	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. <i>(Rs. Three hundred thirty seven Only)</i>	337/-	P.Cft	27297/-
3.0 Cwt	02	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. <i>(Rs. Four thousand eight hundred twenty Ps. Twenty only)</i>	4820/20	P.cwt	14461/-
366-Sft	03	Cement plaster 1:4 upto 12' height (c) 3/4" thick <i>(Rs. Three thousand fifteen Ps. Seventy six only)</i>	3015/76	%Sft	11038/-
2462-Cft	04	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:5:10. <i>(Rs. Eight thousand six hundred ninety four Ps. Ninety five only)</i>	8694/95	%Cft	214070/-
2462-Cft	05	Cement concrete plain including placing compacting finishing and curing complete (including screening and washing at stone aggregate without shuttering. Ratio 1:2:4 <i>(Rs. Fourteen thousand four hundred twenty nine Ps. Twenty five only)</i>	14429/25	%Cft	355248/-
340-Sft	06	Erection and removal of centering for R.C.C or plain cement concrete works of Deodar wood (2 <sup>nd</sup> class) for partal wood. (ii) Verticle <i>(Rs. Three thousand one hundred twenty seven Ps. Forty one only)</i>	3127/41	%Sft	10633/-
9405-Sft	07	Mud plaster on floor or roof 1" thick <i>(Rs. Five hundred fifty five only)</i>	555/-	%Sft	52198/-

**Total: (a) 584945/-**

( % Above/Below) Amount added / Deducted

(Rupees: \_\_\_\_\_)

Total (b)

(a + b) = Total "A"

**ITEMS BASED ON MARKET / OFFERED RATES**

**PART "B" NON-SCHEDULE ITEMS**

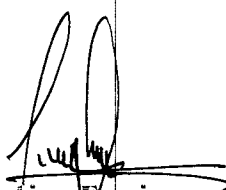
2-Nos	01	Providing & Fixing Watering Set ½" H.P i/c fixing in plate form C.C 1:2:4 complete in all respects	Each
300-Rft	02	Providing & Fixing UPVC Pipe a) ¾" dia	P.Rft
400-Rft		b) ½" dia	P.Rft
			<b>Total "B"</b>

**S U M M A R Y**

**COST OF BID:**

1.	A – Cost based on composite Schedule of Rates	Rs.
2.	A – Cost based on Market / Offered Rates	Rs.
Total Cost of Bid ( ) =		Rs.

**Government  
Contractor**

  
**Executive Engineer  
Buildings Division  
Tharparkar**

*STANDARD BIDDING DOCUMENT*

*PROCUREMENT OF WORKS*

*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:- Renovation of Existing Technical Training Centre (TTC) @ Nagarparkar.**

**(ii) Renovation Work (Internal E.I).**

Issue to Mr./MS.

And Charged **Rs. 1000/-**

Vide D.R No.                      dated:                      /                      /2016.

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- (b). Brief Description of Work:- **Renovation of Existing Technical Training Centre (TTC) @ Nagarparkar.**  
**(ii) Renovation Work (Internal E.I).**
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
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- (e). Amount of Bid Security:- Rs. (At 2%)
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- (g). Security Deposit (i/c bid Security):- Rs. (At 6%)
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- (k). Time for Completion from written order of Commence:- :- **06- (Six) Months**
- (l). Liquidity Damages:- Rs. (At 10%)

**CD No.**

**Amount**

**Dated:**

/2016 **Bank**

  
**EXECUTIVE ENGINEER**  
BUILDINGS DIVISION THARPARKAR  
@ MITHI



## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

**Clause – 7: Payments.**

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

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

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

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

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

**Clause – 9: Issuance of Variation and Repeat Orders.**

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) **Mobilization advance** is not allowed.

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

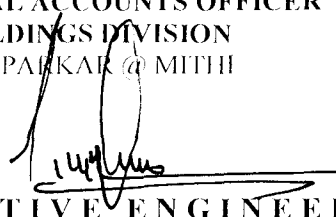
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum Payable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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

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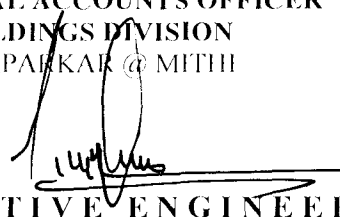
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DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



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**SCHEDULE "B" FOR**  
**RENOVATION OF TECHNICAL TRAINING CENTRE (TTC)**  
**@ NAGRPARKAR (E.I).**

**(ITEM'S BASED ON COMPOSED SCHEDULE OF RATE)**

QTY	S. #	ITEMS OF WORKS	RATE	UNIT	AMOUNT
200-Nos	01	Wiring for light or fan point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. Nine hundred ten only)	910/-	Each	Rs. 182000/-
25-Nos	02	Wiring for Plug point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. Seven hundred forty two only).	742/-	Each	Rs. 18550/-
03-Nos	03	Wiring for Call Bell point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. One thousand five hundred Ninety only).	1590/-	Each	Rs. 4770/-
200-Nos.	04	Providing & fixing A.C one way S.P 10/15 amps switch on surface type . (Rs. Fifty eight only).	58/--	Each	Rs. 11600/-
25-Nos	05	Providing & Fixing 2 pin 5 amps plug & socket. (Rs. Eighty only).	80/-	Each	Rs. 2000/-
800Meter	06	P/L (Main or SUB - MAIN) PVC insulated with size 2-7/0.029 copper conductor in 3/4" dia PVC Conduit on surface. (Rs. One hundred seventy one only)	171/-	P.Meter	Rs. 136800/-
600Meter	07	P/L (Main or SUB - MAIN) PVC insulated with size 2-7/0.044 copper conductor in 1" dia PVC Conduit on surface. (Rs. Three hundred five only)	305/-	P. Meter	Rs. 183000/-
300Meter	08	Providing & lying (MAIN or SUB-MAIN)PVC insulated with size 2-7/0.064 (10mm <sup>2</sup> )copper conductor in 3/4" dia PVC conduct recessed in the wall or column as required (P.No.2/S.I.No.14) (Rs. Six hundred forty one only)	641/-	P.Mtr	Rs. 192300/-
55-Nos	09	P/F Brass batten holder swiveling type. (Rs. Sixty nine only)	69/-	Each	Rs.3960/-
150-Nos.	10	P/F Backlight ceiling Rose with two terminals. (Rs. Seventy two only)	72/-	Each	Rs.10350/-

18-Nos.	11	P/F Circuit breaker 6,10,15,20,30,40,50 & 63 amps S.P(TB-55) on a prepared board as rewired (Rs. Nine hundred sixteen only)	916/-	Each	Rs.16488/-
03-Nos.	12	Providing & fixing circuit breaker 15,20,30,40,50,& 60 Amps T.P (XE-100CS{CB})on prepared borad (Rs. Five thousand five hundred twenty one only)	5521/-	Each	Rs. 16563/-
01-No.	13	Providing & fixing Circuit breaker 160-250amp TP(XS-250NJ) on a prepared board as required (Rs. Twenty Seven thousand four hundred eleven only)	27411/-	Each	Rs. 27411/-
32-Nos.	14	P/F Brass Ceiling Fan 56" sweep (Good Quality) (Rs. Three thousand one hundred eighty five Only)	3185/-	Each	Rs. 101920/-
<b>Total (a)</b>					<b>Rs. 907712/-</b>
(_____ % Above/Below) Amount added /Deducted Total (b)					Rs _____
(Rupees _____)					
<b>(a+b)= Total "A"</b>					_____

**PART-"B" NON-SCHEDULE ITEMS.**

**ITEMS BASED ON MARKET (OFFERED RATES)**

150Nos	01	P/F Energy sever superior quality i/c fixing on existing holder etc complete.(L.Q.R)	_____	Each	_____
12.0 Sft	02	P/F Distribution board double shutter to accommodate circuit breaker i/c painting with enameled paint & for other similar jobs on surface.	_____	P.Sft	_____
03-Nos	03	P/F prepared board iron clad bus bar with 4-copper strip of 200 Amps in 24.4 mm x 5.5mm (1" x7/32') section with chamber of overall size 914x419mm (36" x 16.5")(LQR)	_____	Each	_____
03-Nos	04	S/F Search Light 400 Watts.(L.Q.R)	_____	Each	_____
10-Nos.	05	S/F G.I Tubler Pole 20' long 3" dia 1" x1"x1:2:4 ratio i/c Plate printing and carriage etc.	_____	Each	_____
800-Rft	06	Wiring for main with 2-7/0.044 twin core 2'st depth refling on same.	_____	P.Rft	_____

10-Nos.	07	S/F Street light 85-watts energy saver.	_____	Each	_____
30-Nos.	08	Providing & fixing 3- pin 5amp plug socket	_____	Each	_____
22-Nos.	09	S/F Exhaust fan 12" sweep (Made by Pak Fan)(L.Q.R)	_____	Each	_____
03-Nos.	10	P/F Electric buzzer 220/250 volts (ding dong)	_____	Each	_____
06-Nos.	11	P/F Electric bell push batten (L.Q.R)	_____	Each	_____
01-No.	12	S/F change over 200 T.P i/c Cartage and connection (L.Q.R)	_____	Each	_____
				<b>Total Part "B"</b>	<b>Rs. _____</b>

**SUMMARY**


**Cost of Bids :-**

i). A-Cost based on composite Schedule of Rates Rs. \_\_\_\_\_

ii). A-Cost based on Non/ Offered Schedule of Rates Rs. \_\_\_\_\_

Total Cost of Bid (C) Rs. . \_\_\_\_\_

**CONTRACTOR**

  
**EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION**  
**THARPARKAR @ MITHI**

*STANDARD BIDDING DOCUMENT*

*PROCUREMENT OF WORKS*

*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:- PROVISION OF STREET LIGHT IN  
MITHI TOWN AT HINDU GRAVEYARD.**

Issue to Mr./MS.

And Charged **Rs. 1000/-**

Vide D.R No.            dated:        /        /2016.



## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

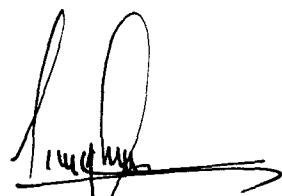
- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Provision of Street Light in Mithi Town at Hindu Graveyard.
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At 2%)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/c bid Security):- Rs. (At 6%)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No.

Amount

Dated:

/ /2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

## CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

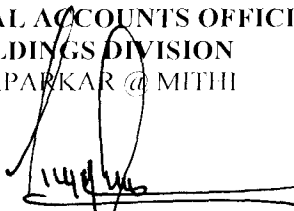
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum Payable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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

**SCHEDULE "B" FOR**  
**PROVISION OF STREET LIGHT IN MITHI TOWN @ HINDU**  
**GRAVEYARD (E.I).**  
**(ITEM'S BASED ON MARKET (OFFERED RATES)**

QTY	S. #	ITEMS OF WORKS	RATE	UNIT	AMOUNT
09-Nos	01	Providing & erecting steel tapered pole 40ft long with 5.0" Single/Double arm pole epoxy painted with zinc rich primer & epoxy paint in approved colour (join or equal approved with minimum 200 microns) complete with cover base plate as per following specification. Wall thickness 4mm D-1(6") D-2(1-1/2") 40 height 5.0" (1-1/4" dia arm) shifters 4 Nos. base 1.5" x 1.5" x 1/2" thick inspection window Nos. of whole 4 Nos. (a) single Arms.	_____	Each	_____
09-Nos	02	Construction of R.C.C foundation for Road lights pole as per following specification or as approved excavation of soft/hard soil size 3'x3'x6' foundation (Ratio 1:2:4) size 2'x2'x5' length of MS molts 3" dia with 3/4" round bar nuts & washers 4-Nos. lean concrete 3'x3'x6" in 1:4:8 template 01-No 1.25 x 1.25 x 1/4" thick ring 1/4" dia 06-Nos.	_____	Each	_____
710-Meters	03	Providing, lying & connecting AGE/Pointer/Pakistan Cable armored / Unarmored cable 600/1000 volts grade copper conductor buried 30" deep in the ground for external lighting / Dbsroute as shown on the drawing or as directed by the Engineer complete with bricks, sand warning tape cable gland of suitable size on both side and all other installation accessories include excavation and back filling etc (RCC pipe shall be used at road crossing an paved area).	_____	P.Meter	_____
100-Meters	(i)	4c-16mm2PVC/PVC armored cable +1x6SWG ECC	_____	P.Meter	_____
100-Meters	(ii)	4c-2.5mmPCV/PVC armored cable from terminal box to pole light.	_____	P.Meter	_____
09-Nos.	04	Providing & fixing connection of terminal box IP 44 protection fitting with a L/N circuit included 6amps 2pole MCB connector insulator as approved (as standard) the box is fitted with a front adjustable hood with lock the supply cable in the bottom of the box, are fastened by means of collar.	_____	Each	_____

09-Nos.	05	Providing laying and connection 2x3/0SWG hard drawing bare copper leads earthing plats to panels (MDB.s) as shown on the drawing or as directed by thee Engineer. The copper leads to be laid in suitable size of G.I pipe complete with all G.I pipe complete with all G.I pipe and other accessories.	_____	Each	_____
09-Nos.	06	Providing installation connection and testing of road light fixture IP66 rating lamp components SGP-336 phillips or approved type with 250 watts SON-T lamp high purity anodized aluminum reflector high pressure dia cast at housing complete with all installation accessories as approved by the engineer.	_____	Each	_____
45-Meter	07	Providing & lying UPVC pipe to pass electric cable at junction box complete as required upto 2" dia size	_____	P.Meter	_____
			<b>Total Rs. _____</b>		

**SUMMARY**

Cost of Bids :-

i). A-Cost based on composite Schedule of Rates Rs. \_\_\_\_\_

ii). A-Cost based on Non/ Offered Schedule of Rates Rs. \_\_\_\_\_

Total Cost of Bid (C) Rs. . \_\_\_\_\_

CONTRACTOR

  
**EXECUTIVE ENGINEER**  
**BUILDINGS DIVISION**  
**THARPARKAR**

*STANDARD BIDDING DOCUMENT*

*PROCUREMENT OF WORKS*

*(For Contractors Costing Up to Rs. 2.5 MILLION)*

**NAME OF WORK:- PROVISION OF STREET LIGHT IN  
MITHI TOWN AT MUSLIM GRAVEYARD.**

Issue to Mr./MS.

And Charged **Rs. 1000/-**

Vide D.R No.            dated:            /            /2016.



## INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

### **General Rules and Directions for the Guidance of Contractors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BIDDING DATA**

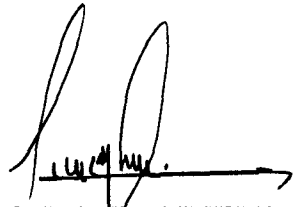
- (a). Name of Procuring Agency EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Provision of Street Light in Mithi Town at Muslim Graveyard.
- (c). Procuring Agency's Address:- BUILDINGS DIVISION THARPARKAR @ MITHI.
- (d). Estimated Cost:- Rs.
- (e). Amount of Bid Security:- Rs. (At 2%)
- (f). Period of Bid Validity (Days):- :-
- (g). Security Deposit (i/c bid Security):- Rs. (At 6%)
- (h). Percentage, if any, to be deducted from bills :- Rs. (At 7.50% I. Tax)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2016
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi at 1:45 pm on / /2016
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No.

Amount

Dated:

/ /2016 Bank

  
EXECUTIVE ENGINEER  
BUILDINGS DIVISION THARPARKAR  
@ MITHI

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

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

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

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

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

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

**Clause-10: Quality Control.**

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

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

**(C) Uncorrected Defects:**

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

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

**Clause – 11:**

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

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

**Clause – 12: Examination of work before covering up.**

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

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

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

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

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

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

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

**Clause –18: Financial Assistance /Advance Payment.**

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

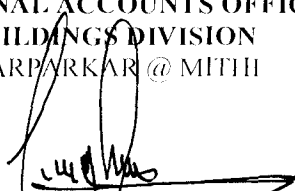
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum Payable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

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

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

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

DIVISIONAL ACCOUNTS OFFICER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI



EXECUTIVE ENGINEER  
BUILDINGS DIVISION  
THARPARKAR @ MITHI

CONTRACTOR

**SCHEDULE "B" FOR**  
**PROVISION OF STREET LIGHT IN MITHI TOWN @**  
**MUSLIM GRAVEYARD (E.I).**  
**(ITEM'S BASED ON MARKET (OFFERED RATES))**

QTY	S. #	ITEMS OF WORKS	RATE	UNIT	AMOUNT
09-Nos	01	Providing & erecting steel tapered pole 40ft long with 5.0" Single/Double arm pole epoxy painted with zinc rich primer & epoxy paint in approved colour (join or equal approved with minimum 200 microns) complete with cover base plate as per following specification. Wall thickness 4mm D-1(6") D-2(1-1/2") 40 height 5.0" (1-1/4" dia arm) shifters 4 Nos. base 1.5" x 1.5" x 1/2" thick inspection window Nos. of whole 4 Nos. (a) single Arms.		Each	
09-Nos	02	Construction of R.C.C foundation for Road lights pole as per following specification or as approved excavation of soft/hard soil size 3'x3'x6' foundation (Ratio 1:2:4) size 2'x2'x5' length of MS molts 3" dia with 3/4" round bar nuts & washers 4-Nos. lean concrete 3'x3'x6" in 1:4:8 template 01-No 1.25 x 1.25 x 1/4" thick ring 1/4" dia 06-Nos.		Each	
710-Meters	03	Providing, lying & connecting AGE/Pointer/Pakistan Cable armored / Unarmored cable 600/1000 volts grade copper conductor buried 30" deep in the ground for external lighting / Dbsroute as shown on the drawing or as directed by the Engineer complete with bricks, sand warning tape cable gland of suitable size on both side and all other installation accessories include excavation and back filling etc (RCC pipe shall be used at road crossing an paved area).		P.Meter	
	(i)	4c-16mm2PVC/PVC armored cable +1x6SWG ECC		P.Meter	
100-Meters	(ii)	4c-2.5mmPCV/PVC armored cable from terminal box to pole light.		P.Meter	
09-Nos.	04	Providing & fixing connection of terminal box IP 44 protection fitting with a L/N circuit included 6amps 2pole MCB connector insulator as approved (as standard) the box is fitted with a front adjustable hood with lock the supply cable in the bottom of the box, are fastened by means of collar.		Each	

09-Nos.	05	Providing laying and connection 2x3/0SWG hard drawing bare copper leads earthing plats to panels (MDB.s) as shown on the drawing or as directed by thee Engineer. The copper leads to be laid in suitable size of G.I pipe complete with all G.I pipe complete with all G.I pipe and other accessories.	_____	Each	_____
09-Nos.	06	Providing installation connection and testing of road light fixture IP66 rating lamp components SGP-336 phillips or approved type with 250 watts SON-T lamp high purity anodized aluminum reflector high pressure dia cast at housing complete with all installation accessories as approved by the engineer.	_____	Each	_____
45-Meter	07	Providing & lying UPVC pipe to pass electric cable at junction box complete as required upto 2" dia size	_____	P.Meter	_____
					Total Rs. _____

**SUMMARY**

Cost of Bids :-

i). A-Cost based on composite Schedule of Rates Rs. \_\_\_\_\_

ii). A-Cost based on Non/ Offered Schedule of Rates Rs. \_\_\_\_\_

Total Cost of Bid (C) Rs. . \_\_\_\_\_

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 BUILDINGS DIVISION  
 THARPARKAR