



OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

No: XEN (B) TC/G-55/ 130 of, 2016

Date: 15-3-2016

NOTICE INVITING TENDERS

Sealed Tenders of works mentioned below are invited from all intending Contractors under SPPRAs Rules 2010.

ADP No	Sr. #	NAME OF SCHEME	Tender Cost in Million	Bid Security	Tender Fee	Completi on Period
	1	Construction of Residence House for Assistant Commissioner Matiari Taluka & District Matiari (Main Building)	5.000	100000	1000	12 Months
	2	Construction of Residence House for Assistant Commissioner Matiari Taluka & District Matiari (B.Wall & Paved Coud Yard)	1.600	32000	1000	6 Months
	3	Construction of C/Wall @ Revenue Rest House Bhitshah Taluka Hala District Matiari	4.000	80000	1000	6 Months

1. Copy of C.N.I.C, NTN, List of Technical Persons, List of Machinery / Equipments, Financial Capability and PEC certificate registration with Pakistan Engineering Council (PEC) is mandatory for Works casting more than Rs. 4.0 (M) shall be required at the time of submission of tender documents.
2. The Blank Tender Forms can be obtained on payment of Bid Documents Fee as (Non-refundable)
3. Conditional tenders and tender without accompanying of bid security shall not be considered.
4. The tenders will be opened in the presence of the tender opening committee / procurement committee and bidders or their authorized representatives.
5. The procurement agency may reject all or any tender / bid or proposals at any time prior to the acceptances of a bid or proposals subject to the relevant provision of SPPRA Rules.
6. Tender documents will be issued upto 12 Noon and opened on the same day at 1P.M.
7. In Case the undersigned is out of Head Quarter, undesirable circumstances on submission / opening Date & Time or if Govt: declares Holiday the Tender shall be submitted / opened on the next working day at the same time & venue.
8. Undertaking on Stamp paper that firm as not involved in any kind of litigation Departmental rift, abandoned or unnecessary delay in completion of any work in the Government and as well as in private organization.

PROGRAMME FOR ISSUE / RECEIPT AND OPENING OF TENDERS

Sr. No.	Particulars	1 st attempt	In case of Un-responded work (s) / Poor Response
			2 nd attempt
1.	Date of receipt of application and issuance of tenders from publication to closing date.	04-04-2016	20-04-2016
2.	Date of receipt of tenders (receipt of tenders upto 12Noon & shall be opened within 01 hour of the dead line).	04-04-2016	20-04-2016

Copy forwarded with complements to the

1. The Director Information (Advertisement) department Karachi, (Four Copies) for publication the same at least (03) National Leading Newspapers (English, Sindh, Urdu) in one insertion.
2. The Secretary Information & Technology Government of Sindh Karachi along with soft copy for wide publicity on Government website.
3. The Chief Engineer, Buildings Department Hyderabad, for favor of kind information.
4. The Superintending Engineer, Works & Services Department Matiari, for favor of kind information.
5. The Managing Director (A&F) SPPRA Block No: 8 Sindh Secretariat No: 4-A Court Road Karachi.
6. The Executive Engineers (all) under Superintending Engineer Works & Services Department Matiari for information & wide publicity.
7. The Assistant Engineers, Matiari/Hala/Saeedabad for information & wide publicity.
8. Copy to Head Clerk/Drawing Branch/Notice Board (Local) for information & wide publicity.

EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI

56
25-03-16

GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi dated the 9th November, 2013.

NOTIFICATION

No. E&A(W&S)3-9/91/2013(Vol-VIII): With the approval of competent authority, a Procurement Committee with the following composition, 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, Matiari excluding procurement involving foreign exchange with the following composition:-

- | | | |
|------|--|----------|
| i) | Executive Engineer,
Buildings Division,
Matiari. | Chairman |
| ii) | Executive Engineer,
Public Health Engineering Division,
Matiari. | Member |
| iii) | Divisional Accounts Officer,
Buildings Division,
Matiari. | Member |

2. The Functions & Responsibilities of the Committee, in term of Rule-7 of SPPRA-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)3-9/91-2013(Vol-VIII)

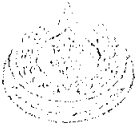
Karachi dated the 9th November, 2013.

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 (Buildings/Highways), Hyderabad.
- The Chairman / Members of the Committee.
- PS to Minister Works & Services Department.
- PS to Secretary Works & Services Department.
- PA to Additional Secretary (Tech), Works & Services Department.
- The Deputy Secretary (Tech) Works & Services Department.
- The Deputy Secretary (Admn), W&SD.
- The Deputy Secretary Staff to Chief Secretary Sindh,
- The Deputy Director, PM&E Cell, W&SD.
- Notification file.

Muhammad Zakir

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



GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the 7th January, 2015.

CORRIGENDUM

No. E&A(W&S)3-9/91/2014: This Department's Notifications dated 09-11-2013 regarding constitution of Procurement Committees of Highways Division, Buildings Division and Education Works Division, Matiari is amended to the extent that now Mr. Ali Muhammad Jat, Executive Engineer, Auqaf Department, Government of Sindh will be the Member of the Procurement Committees as a replacement of Mr. Suhail Ahmed Memon, Executive Engineer, Public Health Engineering Division, Matiari, who has expressed his inability to continue as a Member of the Procurement Committee as conveyed by Superintending Engineer (Works & Services), Matiari vide his letter No.AB/G-148/1302 dated 03-12-2014.

2. Other functions and responsibilities of the Committees shall remain the same.


QAZI SHAHID PERVEZ
SECRETARY TO GOVT. OF SINDH

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

Karachi dated the January, 2015.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Secretary to Govt. of Sindh, Auqaf Department, Karachi.
3. The Managing Director, SPPRA, Karachi.
4. The Chief Engineer Building / Highways, Hyderabad.
5. The Superintending Engineer, Works & Services Department, Matiari.
6. The Deputy Director, PM&E Cell, W&SD.
7. P.A to Addl. Secretary (Tech.), W&SD.
8. P.A to Dy. Secretary (Tech.), W&SD.
9. The Chairman / Members of the Committee.
10. Notification file.


07/01/2015
SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH

GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated: 5/11/2015.

NOTIFICATION

No.E&A(W&S)3-9/91-2013 (Matiari): With the approval of Competent Authority, a Complaint Redressal Committees with the following composition, in terms of Rule-31 of Sindh Public Procurement Rules-2010 (Amended 2013), is hereby constituted in the Offices of Executive Engineer, (Highways / Buildings) Division, Matiari for the purpose of redressal of grievances and settlement of disputes, if any, arises between procuring agency and bidders.

- | | | |
|----|--|------------|
| 1. | Superintending Engineer (W&S),
Matiari. | Chairman ✓ |
| 2. | Executive Engineer,
Provincial Highways Division,
Hyderabad. | Member |
| 3. | District Accountant Officer,
Matiari. | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-31 (4) and (5) of Sindh Public Procurement Rules-2010.

SECRETARY TO GOVERNMENT OF SINDH

Karachi, dated the 5/11/2015.

No.E&A(W&S)3-9/91-2015:

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Highways / Buildings), Hyderabad.
4. The Chairman / Members of the Committee.
5. The Deputy Director (Monitoring), PM&E Cell, W&SD.
6. P.S to Minister, Works & Services Sindh.
7. P.S to Secretary, W&S Department.
8. Notification file.

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

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11/01/2016

S.E

M. M. M. M. M.

P. S. to Minister
W&S
11/11/15

TC
PR. Note &
inform all conc.
11/11/15

SPPRA BIDDING DOCUMENT



Sr. No: 01

Name of Work: Construction of Residence House for Assistant Commissioner, Matiari Taluka & District Matiari (Main Building)

**STANDARD FORM OF BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS
(For Contracts (Medium) from Rs. 2.5 to 50.0 Million)**

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

BIDDING DATA

(This section should be filled in by the Executive Engineer, Buildings Division, Matiari before issuance of the Bidding Documents).

a)	Name of Procuring Agency	Executive Engineer, Buildings Division, Matiari
b)	Brief Description of Works	<u>Construction of Residence House for Assistant Commissioner, Matiari Taluka & District Matiari (Main Building)</u>
c)	Procuring Agency's Address	Executive Engineer, Buildings Division @ Government Degree College Matiari
d)	Estimated Cost	Rs. 5.000 (M)
e)	Amount of Bid Security	Rs. 100000/-
f)	Period of Bid Validity (Days)	(90 Days)
g)	Security Deposit (I/c Bid Security)	(05%)
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 03% Security Deposit)
i)	Deadline for Submission of Bids along with time	<u>1-4-2016</u> (1:00 P.M)
j)	Venue, Time, and Date of Bid Opening	<u>1-4-2016</u> (2:00 P.M)
k)	Time for Completion from written order of commence	12 Months
l)	Liquidity damages	(01% on estimated cost)
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. # _____, Date _____ Rs. _____/- (Rupees _____)

**Executive Engineer
Buildings Division
Matiari**

BILL OF QUANTITIES

Name of Work:- CONSTRUCTION OF RESIDENCE HOUSE FOR ASSISTANT COMMISSIONER MATIARI TALUKA & DISTRICT MATIARI(Main Building)

S#	(A) Description and rate of Items based on Composite Schedule of Rates.				
Item No.	Quantities	Description of item to be executed as site	RATE	Unit	Amount in Rupees
1	2600.00	Excavation in foundation of building, bridges and other structure including deg belling, dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet. (b) In ordinary soil. (S.I.# 18/P-4)	3176.25	% 0Cft	8258
2	950.00	Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 (S.I.NO:4/(b)P-15)	9416.28	% Sft	89455
3	3159.00	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately .This rate also i/c all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C. work in roof slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects. ratio 1:2:4.(S.I.NO: 6(a) (I) /P-17)	337.00	P.Cft	1064583
4	169.23	Fabrication of mild steel reinforcement for cement concrete including cutting, bending laying in position making joints & fastening i/c cost of binding wire & also i/c removal of rust from bars. (S.I.NO.8/P-17)	5001.70	P.Cwt	846438
5	1442.00	Pacca brick work in foundation & plinth in cement sand mortar ratio 1:6 (S.I.NO: 4/P- 20)	11948.00	% Cft	172295
6	867.00	Filling watering & ramming earth in floor with surplus earth from foundation lead up to one chain and lift up to 5 feet. (S.I No: 21/P-4)	1512.50	% 0Cft	1311
7	2563.00	Supplying and filling sand under floor & plugging in walls. (S.I.NO:29/P-26)	1,141.25	% Cft	29250
8	2186.00	Pacca brick work in Ground Floor and plinth in 1:6 : (S.I # 05 (e) /P-21)	12674.36	% Cft	277062
9	185.00	Providing and fixing G.I Frames / Choukhats of size 7"x 2" or 4 1/2" x 3 for Door using 20 guage 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.e all carriage , tools and plants used in making and fixing (S.I.No. 20.P.No.93)	228.90	P.Rft	42347
10	400.00	Providing and fixing G.I Frames / Choukhats of size 7"x 2" or 4 1/2" x 3 for Window using 20 guage 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.e all carriage , tools and plants used in making and fixing (S.I.No. 28.P.No.93)	240.50	P.Rft	96200
11	6899.00	Cement plaster 1/2 " thick in 1:6 ratio (S.I.No. 13(b) P.No.52)	2206.60	% Sft	152233
12	6899.00	Cement Plaster 1:4 up to 12' height, 3/8" thick (S.I.No.11 /P-52)	2197.52	% Sft	151607
13	206.00	Cement concrete plain 1:2:4/i/c placing compacting finishing and curring complete i/c screening and washing of stone aggregate without shuttering (S.I.No. 5/P-16)	14429.3	% Cft	29724
14	907.00	Laying white Marble flooring fine dressed on the surface without winding set in lime mortar 1:2 i/c rubbing & polishing of the joints (a) 3/4" thick flooring. (S.I.NO:28(a)/P-43)	567.48	P.Sft	514704
15	313.00	Laying floor of approved coloured glazed tiles 1/4" thick laid in white cement & 1:2 pigment on a bed of 3/4" thick cement mortar 1:2 (S.I No. 25/P-43)	27747.06	% Sft	86848
16	755.00	Glazed tiles dado 1/4" thick laid in pigment over 1:2 cement sand mortar 3/4" thick i/c finishing. (S.I.NO: 38/P-45)	28299.30	% Sft	213660

17	133.00	P/Fixing 3/8" thick marble tiles of approved quality & colour & shade size (8" x 4" / 6" x 4") in dado skirting & facing removal tucking of existing plaster surface etc. over 1/2" thick base of cement mortar 1:3 setting of tiles in slury of white cement over mortar base i/c filling the joints and washing the tiles with white cement slury, curing, finishing, cleaning & polishing etc. complete.(S.I.NO:68(i)/P-49)	186.04	P.Sft	24743
18	2532.00	Providing and laying 1" thick Topping cement concrete (1:2:4) i/c surface finishing & dividing into panels.(S.I.NO: 16 /P-42)	3275.50	% Sft	82936
19	474.00	First class deodar wood wrought joinery in doors & windows etc fixed in position i/c chowkhat, holds fasts, hinges, iron tower bolts, chocks, cleats, handles and cords with hooks etc. Deodar panelled or panelled glazed or fully glazed 1-3/4" thick.(S.I.NO:7(b)/P-58	902.93	P.Sft	427989
20	246.0	P/fixing iron steel grill solid square bars of size 1/2" x 1/2" placed at 4" i/c and frame of flate iron patti of 3/4" x 3/4" i/c circle shape at 1-0 apart equivalent fitted with screws and pins i/c painting 3-coats with 1st coat of red oxide paint etc.(S.I.NO: 30/P-94)	194.16	P.Sft	47763
21	313.0	First class deodar wood wrought joinery in doors & windows etc fixed in position i/c chowkhat, holds fasts, hinges, iron tower bolts, chocks, cleats, handles and cords with hooks etc. Deodar panelled or panelled glazed or fully glazed 1-3/4" thick.(S.I.NO:7(b)/P-58 (Shutters Only)	562.98	P.Sft	175931
22	2532.00	Providing and fixing bitumen 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 permix 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, kerosen Oil, Wood etc.(S.I.no 41 P.37)	54.70	P.Sft	138500
23	4658.00	Preparing the surface and painting with Matt Finish i/c rubbing the surface with Bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3-coats with matt finish of approved make etc: complete. (New surface). (S.I.NO: 36/P- 55)	3444.38	% Sft	160439
Total					4,834,276

_____ % above - below on the rates of CSR _____

Amount to be added /deducted on the basis _____

Total (A) = in words & figures : _____

Contractor _____

Note:- Any omission/error if occurs will be corrected.

EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI

Summary of Bill of Quantities

Cost of Bid Amount

Amount

1. (A) Cost based on Composite Schedule of Rates

2.(B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID C = Total (A) + Total (B)

Contractor

Executive Engineer
Buildings Division
Matiari

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) **Executive Engineer, Buildings Division, Matiari** 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, Buildings Division, Matiari** 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/Executive Engineer, Buildings Division, Matiari, 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. **Executive Engineer, Buildings Division, Matiari/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 Executive Engineer, Buildings Division, Matiari 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 /Executive Engineer, Buildings Division, Matiari 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 Executive Engineer, Buildings Division, Matiari 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.

Contractor

Divisional Accounts Officer
Buildings Division
Matiari

Executive Engineer
Buildings Division
Matiari

SPPRA BIDDING DOCUMENT



Sr. No: 02

Name of Work: Construction of Residence House for Assistant Commissioner, Matiari Taluka & District Matiari (Boundary Wall & Paved Courtyard)

**STANDARD FORM OF BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS
(For Contracts (Small) Upto Rs. 2.5 Million)**

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

BIDDING DATA

(This section should be filled in by the Executive Engineer, Buildings Division, Matiari before issuance of the Bidding Documents).

<i>a)</i>	Name of Procuring Agency	Executive Engineer, Buildings Division, Matiari
<i>b)</i>	Brief Description of Works	<u>Construction of Residence House for Assistant Commissioner, Matiari Taluka & District Matiari (Boundary Wall & Paved Courtyard)</u>
<i>c)</i>	Procuring Agency's Address	Executive Engineer, Buildings Division @ Government Degree College Matiari
<i>d)</i>	Estimated Cost	Rs. 1.600 (M)
<i>e)</i>	Amount of Bid Security	Rs. 32000/-
<i>f)</i>	Period of Bid Validity (Days)	(90 Days)
<i>g)</i>	Security Deposit (I/c Bid Security)	(05%)
<i>h)</i>	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)
<i>i)</i>	Deadline for Submission of Bids along with time	_____ (1:00 P.M)
<i>j)</i>	Venue, Time, and Date of Bid Opening	_____ (2:00 P.M)
<i>k)</i>	Time for Completion from written order of commence	12 Months
<i>l)</i>	Liquidity damages	(01% on estimated cost)
<i>m)</i>	Deposit Receipt No: Date: Amount: (in words and figures)	DR. # _____, Date _____ Rs. _____/- (Rupees _____)

**Executive Engineer
Buildings Division
Matiari**

Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari 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 “**Executive Engineer, Buildings Division, Matiari**” 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 “**Executive Engineer, Buildings Division, Matiari**” 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 “**Executive Engineer, Buildings Division, Matiari**” 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 **Executive Engineer, Buildings Division, Matiari**.
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 **Executive Engineer, Buildings Division, Matiari** 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.

BILL OF QUANTITIES

Name of Work:- CONSTRUCTION OF RESIDENCE HOUSE FOR ASSISTANT COMMISSIONER MATIARI TALUKA & DISTRICT MATIARI (BOUNDARY WALL AND PAVED COURT YARD)

PART---'A' (Boundary Wall)

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No.	Quantities	Description of item to be executed as site	RATE	Unit	Amount in Rupees
1	1667	Excavation in foundation of building, bridges & other structures i.e degbelling, dressing, refilling around structure with excavated earth watering & ramming lead up to 5 feet. (b) In ordinary soil. (S.I.No:18(b)/P-4)	3176.25	%0Cft	5295.00
2	385	Cement concrete brick or stone ballast 1-1/2" to 2" gauge. 1:4:8 (S.I.# 04/P-15)	9416.28	%Cft	36253.00
3	825	Reinforced Cement Concrete 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 rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C.work in roof slab, beams, columns, rafts,lintels and other structural members laid in situ or precast laid in position complete in all respect.Ratio 1:2:4 (S.I.# 04/P-16)	337.00	P.Cft	278025.00
4	44.20	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fastenings including cost of binding wire (also removal of rust from bars.) (S.I.# 8/P-17)	5001.70	P.Cwt	221057.00
5	978	Pacea brick work in foundation and plinth in C.S. mortar 1:6 (S.I.# 04/P-20)	11948.36	%Cft	116855.00
6	1215	Pacea brick work in Other Then Building i.e Stricking of joints upto 20 ft hieght in cement sand mortar 1:6 (S.I.# 7 P-22)	12346.65	%Cft	150012.00
7	5400	Cement plaster 1:6 up to 20ft Height 1/2" thick (S. I No: 13 b P:52)	2206.60	% Sft	119156.00
8	5400	Cement plaster 1:4 up to 20ft Height 3/8" thick (S. I No: 11 b	2197.52	% Sft	118666.00
9	5400	Primary coat of chalk under distemper (S.I No. 23 P- 54)	442.75	% Sft	23909.00
10	5400	Distemping. 03 Coats (S.I No: 24 P-54)	1079.65	% Sft	58301.00
11	5400	Applying floating Coat of cement 1/32" Thick (S.I No.14 P.53)	660.00	% Sft	35640.00
12	72	M/Fixing steel grated door with 1/16" thick sheeting i.e angle iron frame 2" x 2" x 3/8" & 3/4" square bars a 4" centre to centre with locking arrangement. (S.I No, 24 P-92)	726.72	P.Sft	52324.00
13	120	P/F angle iron vertical posts for barbed wire fencing of size 2" x2" x1/4" imbeded in RCC / mecerory pillers i.e making cuts / holders at 12" i.e fixing in pillers by chiseling and filling cement sand mortar , saprining and finishing surface (S.I No.8 P-94)	169.18	P.Rft	20302.00
14	300	M/F barbed wire fencing i.e RCC posts up to 4 Horizontal and cross wires (S.I NO 7 P:95)	25283.36	P.Lft	75850.00
15	144	Painting new surface, painting guard bars, gates, iron bars, grating, railing i.e standard braces etc. & similar open work. (S.I. No: 5/P-70) 03 coats	1270.83	% Sft	1830.00

Total 1313475.00

% above / below on the rates of CSR

Amount to be added / deducted on the basis of premium quoted TOTAL

Total in words & figures : _____

Contractor

Note:- Any omission/error if occurs will be corrected.

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI**

BILL OF QUANTITIES

Name of Work:- CONSTRUCTION OF RESIDENCE HOUSE FOR ASSISTANT COMMISSIONER MATIARI TALUKA & DISTRICT MATIARI (BOUNDARY WALL AND PAVED COURT YARD)

PART---'B' (Paved Court Yard)

(B) Description and rate of Items based on Composite Schedule of Rates.

Item No	QUANTITY	DESCRIPTION	Rate	UNIT	Amount in Rupees
1	212	Excavation in foundation of building, bridges & other structures for degbelling, dressing, refilling around structure with excavated earth watering & ramming lead up to 5 feet. (b) In ordinary soil. (S.I.No:18(b)P-4)	3176.25	%Cft	673.00
2	1343	Cement concrete brick or stone ballast 1-1/2" to 2" gauge. 1:4:8 (S.I.# 04P-15)	9416.28	%Cft	126461.00
3	257	Pacca brick work in foundation and plinth in C.S. mortar 1:6 (S.I.# 04 P-20.)	11948.36	%Cft	30707.00
4	7852	Supplying and filling sand under floor & plugging in walls. (S.I.NO:29 P-26)	1141.25	%Cft	89611.00
5		Providing and laying 1" thick TOPPING cement concrete (1:2:4) i/e surface finishing & dividing into panels.(S.I.NO: 16 P-42)			
(a) 2" Thick	2175		3275.50	%Sft	71242.00
(b) 3" Thick	370		4411.82	%Sft	16324.00

Total 335018.00

.....% above / below on the rates of CSR

Amount to be added /deducted on the basis of premium quoted TOTAL.

Total in words & figures :

Contractor

Note:- Any omission/error if occurs will be corrected.

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI**

Summary of Bill of Quantities

Cost of Bid Amount

Amount

1. (A) Cost based on Composite Schedule of Rates

2.(B) Cost based on Non/Offered Schedule of Rates.

TOTAL COST OF BID C = Total (A) + Total (B)

Contractor

Executive Engineer

Buildings Division

Matiari

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 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 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) Executive Engineer, Buildings Division, Matiari 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, Buildings Division, Matiari 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/Executive Engineer, Buildings Division, Matiari, 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. **Executive Engineer, Buildings Division, Matiari/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 Executive Engineer, Buildings Division, Matiari 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 /Executive Engineer, Buildings Division, Matiari 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 Executive Engineer, Buildings Division, Matiari 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 oh which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

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

(E) In case of quantities of work executed result the Initial Contract Price to be 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 and effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or becomes 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.

Contractor

Divisional Accounts Officer
Buildings Division
Matiari

Executive Engineer
Buildings Division
Matiari

SPPRA BIDDING DOCUMENT



Sr. No: 03

Name of Work: Construction of Compound Wall @ Revenue Rest House Bhitshah Taluaka Hala District Matiari (Compound Wall)

**STANDARD FORM OF BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS
(For Contracts (Medium) from Rs. 2.5 to 50.0 Million)**

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

BIDDING DATA

(This section should be filled in by the Executive Engineer, Buildings Division, Matiari before issuance of the Bidding Documents).

a)	Name of Procuring Agency	Executive Engineer, Buildings Division, Matiari
b)	Brief Description of Works	<u>Construction of Compound Wall @ Revenue Rest House Bhitshah Taluaka Hala District Matiari (Compound Wall)</u>
c)	Procuring Agency's Address	Executive Engineer, Buildings Division @ Government Degree College Matiari
d)	Estimated Cost	Rs. 4.000 (M)
e)	Amount of Bid Security	Rs. 80000/-
f)	Period of Bid Validity (Days)	(90 Days)
g)	Security Deposit (I/c Bid Security)	(05%)
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)
i)	Deadline for Submission of Bids along with time	_____ (1:00 P.M)
j)	Venue, Time, and Date of Bid Opening	_____ (2:00 P.M)
k)	Time for Completion from written order of commence	12 Months
l)	Liquidity damages	(01% on estimated cost)
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. # _____, Date _____ Rs. _____/- (Rupees _____)

**Executive Engineer
Buildings Division
Matiari**

Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari 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 “**Executive Engineer, Buildings Division, Matiari**” 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 “**Executive Engineer, Buildings Division, Matiari**” 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 fixed 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 “**Executive Engineer, Buildings Division, Matiari**” 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 **Executive Engineer, Buildings Division, Matiari**.
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 **Executive Engineer, Buildings Division, Matiari** 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.

Bill of Quantity

**Name of Work : Construction of Compound Wall @ Revenue Rest House Bhit Shah Taluka
Hala District Matiari (Compound Wall)**

S. #	(A) Discription and rate of Item based on Composite Schedule of Rates.				
Item No	Quantites	Description of Item to be executed as site	Rate	Unit	Amount In
1	4085.00	Excavation in foundation of building, bridges and other structure including deg belling, dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet. (b) In ordinary soil. (S.I.# 18/P-4)	3176 .25	%0 Cft	12975.00
2	1420.00	Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 (S.I.NO:4/(b)P-15)	9416. 28	% Cft	137,711.0
3	1955.00	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately .This rate also i/c all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C. work in roof slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects. ratio 1:2:4.(S.I.NO: 6(a) (I) /P-17)	337.00	P.Cft	1,955.0
4	104.73	Fabrication of mild steel reinforcement for cement concrete including cutting, bending laying in position making joints & fastening i/c cost of binding wire & also i/c removal of rust from bars. (S.I.NO.8/P-17)	5001.70	P.Cwt	523828.00
5	2443.00	Pacca brick work in Ground Floor and plinth in 1:6 : (S.I # 04 (e)/ P-21)	11948.36	% Cft	291,898.0
6	3037.00	Pacca brick work in other then bulding ratio1:6 : (S.I # 07 (1 E)/ P-22)	12346.65	% Cft	374968.00
7	13500.00	Cement Plaster 1/2" Thick in 1:6 (S.No. 10 P.No. 52)	2206.60	% Sft	297,891.0
8	13500.00	Cement Plaster 1:4 up to 12' height, 3/8" thick (S.I No.11 /P-52)	2197 /52	% Sft	296,665.0

9	2,087.00	Primry Coat of Chalk under distemper (S.No. 23 P.No. 54)	442.75	% Sft	9240.0
10	13,500.00	Distemping 3 Coats (S.i.No 24 P.54)	1079.65	% Sft	145753.00
11	13,500.00	Applying floating coat of cement 1/32" Thick (S.I.No. 14 P.53)	660.00	P.Sft	89100.00
12	72.00	M/ Fixing steel grated door with 1/16" thick sheeting i/c angle iron frame 2" x 2" x 3/8" & 3/4" square bars @ 4" centre to centre with locking arrangement. (S.I No. 24/P-92)	726.72	P.Sft	52324.00
13	300.00	Providing and Fixing angle iron vertical plsts for barbed wire fencing of Size 2" x 2" 1/4" embeded in R.C.C // Masonary pillars i/c making cuts / Holders @ 12" i/c fixing in pillers by chiseling and filling with cement sand Mortar , saprining & Fininshing the surface (S.I.No. 8 P. 94)	169.18	P.Rft	50,754.00
14	750.00	Making and fixing barbed wire fencing including R.C.C posts upto 4 Horizontal and corss wires (S.I.No. 7 P/ 94)	25283.36	% Sft	189625.00
15	144.00	Painting new surfaces, 3 Coats painting of sashes fan light glazed or gauzed doors & windows etc. (S.I.NO:5/P-69)	1270.83	% Sft	1830.00

Total 3179928.00

Amount to be added / deducted on the basis

_____ % above / below on the rates of CSR _____ /- of premium quoted Total

Total in Words & Figures : _____

Contractor
Note :- Any omissionerror if cours will be corrected

Executive Engineer
Buildings Divsiion
Matiari

Summary of Bill of Quantities

Cost of Bid Amount

1. (A) Cost of Based on Composite Schedule of Rates

2.(B) Cost based on Non/Offered Schedule of Rates

TOTAL COST OF BID = TOTAL (A)

Contractor

Executive Engineer
Buildings Divison
Matari

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 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 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) Executive Engineer, Buildings Division, Matiari 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, Buildings Division, Matiari 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/Executive Engineer, Buildings Division, Matiari, 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. **Executive Engineer, Buildings Division, Matiari/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 Executive Engineer, Buildings Division, Matiari either at his 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 /Executive Engineer, Buildings Division, Matiari 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 Executive Engineer, Buildings Division, Matiari 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 oh which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

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

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

(E) In case of quantities of work executed result the Initial Contract Price to be 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.

Contractor

Divisional Accounts Officer
Buildings Division
Matiari

Executive Engineer
Buildings Division
Matiari

Answer I

Revised

**ANNUAL DEVELOPMENT PLAN
(WORKS GOODS & SERVICES)
FINANCIAL YEAR 2015-16**

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

Sr. #	Discription of Procurement	Quantity (where applicable)	Estimate unit (Cost where applicable)	Estimate Cost Total	Funds Allocated	Sources of Funds ADP / Non ADP	Proposed Procurement Method	Timing of Procurement				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Construction of Peads Ward @ Existing THQ Hospital Hala District Matiari (Remaining work Ground / First Floor)	3	--	5.00	subject to Allocation & release of funds by Distt. Govt.	Distt: ADP	National Competitive Bidding Method	✓				Subject to release of funds
2	Construction of Office on First Floor Group Offices Works & Services of District Complex Matiari(Remaining work)	--	--	5.00	-- do --	Distt: ADP	-- do --	✓				-- do --
3	Renovation /Rehabilitation of Deputy District Officer (Revenue) office & Mukhtarkar office Hala. (Remaining portion)	--	--	5.00	-- do --	Distt: ADP	-- do --	✓				-- do --
4	Construction of building of Taluka Mukhtarkar and concerned offices at Matiari District Matiari (Balance work)	--	--	5.00	-- do --	Distt: ADP	-- do --	✓				-- do --
5	R / Renovation of DCO office Matiari District Matiari (Renovation of office / chamber i/c Bath)	--	--	1.00	-- do --	Distt: ADP	-- do --	✓				-- do --
6	Up-Gradation of RHC Saeedabad to the level of THQ Hospital Taluka Saeedabad District Matiari (Int & Exr: W/S, S/F & Drainage) (Ground Floor / First Floor)	--	--	1.00	-- do --	Distt: ADP	-- do --		✓			-- do --


OK

Sr. #	Description of Procurement	Quantity (where applicable)	Estimate unit (Cost where applicable)	Estimate Cost Total	Funds Allocated	Sources of Funds ADP / Non ADP	Proposed Procurement Method	Timing of Procurement				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
7	Up-Gradation of RHC Saeedabad to the level of THQ Hospital Taluka Saeedabad District Matari (Int: & Ext: Electric Work) (Ground Floor / First Floor)	--	--	1.00	-- do --	Distr: ADP	-- do --		✓			-- do --
8	Rehabilitation / Renovation of Existing Taluka Hospital Matari (Int: & Ext: W/S S/F & Drainage)	--	--	0.70	-- do --	Distr: ADP	-- do --		✓			-- do --
9	Establishment of Trauma Centre Dialysis unit Taluka Hospital Matari (Int: W/S & S/F)	--	--	0.60	-- do --	Distr: ADP	-- do --		✓			-- do --
10	Construction of Peads Ward @ Existing THQ Hospital Hala District Matari (Int: & Ext: W/S, S/F & Drainage)	--	--	1.00	-- do --	Distr: ADP	-- do --		✓			-- do --
11	Construction of Peads Ward @ Existing THQ Hospital Hala District Matari (Int: & Ext: Electric Work)	--	--	1.00	-- do --	Distr: ADP	-- do --		✓			-- do --
12	Construction of Building for Taluka Mukhtarkar & Concerned Offices @ Matari District Matari (Int: & Ext: W/S, S/F & Drainage)	--	--	0.70	-- do --	Distr: ADP	-- do --		✓			-- do --
13	Construction of Building for Taluka Mukhtarkar & Concerned Offices @ Matari District Matari (Int: & Ext: Electric Work)	--	--	0.50	-- do --	Distr: ADP	-- do --			✓		-- do --
14	Repair / Renovation of DCO Office Matari District Matari (Int: & Ext: W/S, S/F & Drainage)	--	--	0.50	-- do --	Distr: ADP	-- do --			✓		-- do --
15	Repair / Renovation of DCO Office Matari District Matari (Int: & Ext: Electric Work)	--	--	0.5	-- do --	Distr: ADP	-- do --				✓	-- do --

Sr. #	Description of Procurement	Quantity (where applicable)	Estimate unit (Cost where applicable)	Estimate Cost Total	Funds Allocated	Sources of Funds ADP / Non ADP	Proposed Procurement Method	Timing of Procurement				Remarks
								1st Qr	2nd Qr	3rd Qr	4th Qr	
16	Repair / Renovation of DCO Office Matitari District Matitari (Renovation of Chamber Office I/C Bath)	--	--	1.00	-- do --	Distt: ADP	-- do --		✓		-- do --	
17	Repair / Renovation of DCO Office Matitari District Matitari (Renovation of Camp Office I/C Bath)	--	--	0.2	-- do --	Distt: ADP	-- do --		✓		-- do --	
18	Construction of Office on First Floor Group Offices Works & Services of District Complex Matitari (Int: & Ext: W/S & S/F)	--	--	0.7	-- do --	Distt: ADP	-- do --		✓		-- do --	
19	Construction of Office on First Floor Group Offices Works & Services of District Complex Matitari (Int: & Ext: Electric Work)	--	--	0.5	-- do --	Distt: ADP	-- do --		✓		-- do --	
20	Construction of Office on First Floor Group Offices Works & Services of District Complex Matitari (Renovation District Complex)	--	--	4.00	-- do --	Distt: ADP	-- do --		✓		-- do --	
21	Construction of Govt. Dispensary MCH Centre @ Ali Bux Khushk District Matitari (W/S & S/F)	--	--	0.20	-- do --	Distt: ADP	-- do --		✓		-- do --	
22	Construction of Govt. Dispensary MCH Centre @ Ali Bux Khushk District Matitari (Electric work)	--	--	0.2	-- do --	Distt: ADP	-- do --		✓		-- do --	
23	Up-Gradation of BHU @ Karam Khan Nizamani to the level of 'A' type RHC Taluka Hala District Matitari (W/S & S/F)	--	--	1.00	-- do --	Distt: ADP	-- do --		✓		-- do --	
24	Up-Gradation of BHU @ Karam Khan Nizamani to the level of 'A' type RHC Taluka Hala District Matitari (Electric work)	--	--	1.00	-- do --	Distt: ADP	-- do --		✓		-- do --	

ANNUAL DEVELOPMENT PROGRAMME (ADP)

Sr. #	Description of Procurement	Quantity (when applicable)	Estimate Unit (Cost Where Applicable)	Estimate Cost Total	Funds Allotment	Sources of Funds ADP / Non ADP	Proposed Procurement Method	Timing of Procurement				Remarks	
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
1	2	3	4	5	6	7	8	9				10	
25	Up-Grading of BHU @Karam Khan Nizamani to The Level of "A" Type RHC Taluka Hala District Matiani (Remaining Work)	--	--	5,000	--do--	District ADP	--do--					✓	--do--
26	Construction of Dispensary @ Shahpur Taluka & District Matiani (W/S & S/F)	--	--	0,200	--do--	District ADP	--do--		✓				--do--
27	Construction of Dispensary @ Shahpur Taluka & District Matiani (Electric Work)	--	--	0,200	--do--	District ADP	--do--		✓				--do--
28	R/Rehbi: of Deputy District Officer (Revenue) Office & Mukhtarkar Office Taluka Hala (W/S & S/F)	--	--	0,500	--do--	District ADP	--do--			✓			--do--
29	R/Rehbi: of Deputy District Officer (Revenue) Office & Mukhtarkar Office Taluka Hala (Electric Work)	--	--	0,500	--do--	District ADP	--do--			✓			--do--
30	Construction of Mukhtarkar Office Saeedabad Taluka Saeedabad District Matiani (External Development)	--	--	2,500	--do--	District ADP	--do--			✓			--do--
New ADP 2015-16													
31	Construction of Surface Drain CC Block for Pir Mohalla Urban Drainage Schemes Bhitshah Taluka Hala District Matiani (1. Surface Drain, 2. Disposal Work, 3. Pumping Machinery, 4. RCC Sewer Line)	--	--	8,700	--do--	Pak MDGS	--do--					✓	--do--
32	Construction of Disposal Work & Surface Drain Makhdoom Mohalla Urban Drainage Scheme Hala Taluka Hala District Matiani (1. Surface Drain, 2. Disposal Work, 3. Pumping Machinery)	--	--	8,700	--do--	District ADP	--do--					✓	--do--
33	Construction of Residence House for Assistant Commissioner Matiani & Saeedabad Taluka District Matiani (M. Building, Courtyard, C/Wall)	--	--	10,600	--do--	District ADP	--do--					✓	--do--


 R.