

GOVERNMENT BOYS SECONDARY SCHOOL TALEEM GHA (CAMPUS)

No. GBSS/Taleem Gha/(2015-16)/01

Dated: 21-05-2016

NOTICE INVITING TENDER

1. (Government Boys Secondary School Taleem Gha Karachi) invites sealed tenders on Offer Rate basis from interested contractors.(List of works to be mentioned below)

List of Works

S.No	Name of Work	Estimated Cost (In Rs. In Million)	Bid Security	Tender Fee Non Refundable	Time of Completion
1	Purchase of Furniture & Fixture	Offer Rate	2% of offered rate	Rs. 500/-	03 (Three days)
2	Repair of Office Building	Offer Rate		Rs. 1000/-	
3	Others	Offer Rate		Rs. 200/-	

2. **Eligibility:** Valid Registration with Federal Board of Revenue (FBR) for Income Tax and Sales Tax for Procurement of Goods, Relevant Experience of at least 5 years, Turn-over of at least Three Years (minimum amount of turnover up to 0.71 Million) and Affidavit that firm has never been black listed;
3. **Method of Procurement-Single Stage Two Envelope.**
4. **Bidding/Tender Documents:**
- Issuance:** Documents will be issued from date of publication up to 23-05-2016 till 12:00 noon, on payment of tender fee (Non-refundable-mentioned against each item in the list)
 - Submission:** will be (21-05-2016 upto 3:00pm).
 - Opening Technical Bids:** Will be opened on (25-06-2016 upto 3:00pm).
 - Place of issuance, submission, inquires and opening will be:**

Address (Postal) :GBSS Taleem Gha, Ratan Talao Saddar, Karachi

Telephone Number: : 0300-9259138

5. Term & Conditions.

- Under following bid will be rejected:-
 - Conditional and telegraphic bids/tender;
 - Bids not accompanied by bid security of required amount and form;
 - Bids received after specified date and time.
 - Black listed firms.
- Bid validity period:- (90) days.
- Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010, (Amended 2013).
- All other terms and Conditions are mentioned in the bidding documents.

HEAD MASTER / HEAD MISTRESS
GBSS TALEEM GHA
Ratan Talao Saddar



SINDH EDUCATION &
LITERACY DEPARTMENT



Government of Sindh
Education and Literacy Department
Karachi, dated 11-05-2016

NOTIFICATION

No. SO(G-III)/SSB-2/FW/01/12: In continuation of this department's Notification No. SO(G-III)/SSB-2/FW/01/12 dated 16-02-2016 and in pursuance of Rule-7 of the Sindh Public Procurement Rules, 2010 (amended 2013), a Procurement Committee for Repair of School building works under School Consolidation Policy comprising of following officers is hereby notified as under:

S.No.	Procurement Committee	Placement in committee
1	Principal / Senior Head Master / Headmistress of the concerned school.	Chairman
2	Senior Teacher of the concerned school	Member/Secretary
3	Assistant Engineer (Building) Works & Services Department, concerned District	Member
4	Assistant Engineer Education Works, concerned District	Co-opt / Non-voting Member

Terms of Reference:

- (1) Preparing bidding documents
- (3) Carrying out technical as well as financial evaluation of the bids
- (4) Preparing evaluation report as provided in SPPRA Rule 45
- (5) Perform any other function ancillary and incidental to the above

-SECRETARY TO GOVERNMENT OF SINDH-

No. SO(G-III)/SSB-2/FW/01/12

Karachi, dated the 11th May, 2016

A copy is forwarded for information and necessary action to:

1. Director School Education (Elementary, Secondary & Higher Secondary), Region.....
2. District Education Officer- (Elementary, Secondary & Higher Secondary).
3. Deputy District Education Officer (Elementary, Secondary & Higher Secondary).
4. Taluka Education officer (Elementary, Secondary & Higher Secondary)
5. All members of committee.
6. Assistant Engineer - Works & Services Department, concerned District
7. Office Order File.
8. Official Website.

SECTION OFFICER (G-III)



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S.No.	Procurement Committee	Placement in committee
1	Principal / Senior Head Master / Headmistress of the concerned school.	Chairman
2	Officer to be Nominated by Commissioner of the concerned Region	Member
3	Senior Teacher of the concerned school	Member / Secretary

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- (5) Perform any other function ancillary and incidental to the above

-SECRETARY TO GOVERNMENT OF SINDH-

No. SO(G-III)/SSB-2/FW/01/12

Karachi, dated the 11th May, 2016

A copy is forwarded for information and necessary action to,

1. The Commissioner All Regions.
2. Director School Education (Elementary, Secondary & Higher Secondary), Region.....
3. District Education Officer- (Elementary, Secondary & Higher Secondary).
4. Deputy District Education Officer (Elementary, Secondary & Higher Secondary).
5. Taluka Education officer (Elementary, Secondary & Higher Secondary)
6. All members of committee.
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SECTION OFFICER (G-III)

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENTS FOR PROCUREMENT OF WORKS

WORK # 01

(SINGLE STAGE ONE ENVELOPE METHOD)

Name of work:- ITEM / WORK # 01

Cost : Open Rate
Bid Security : 2% of Quoted Amount
Tender Cost : Rs. 1,000

Tender issue M/s. _____

PAY ORDER OF TENDER COST

P.O No. _____ Date _____

Bank _____

Rs. _____

PAY ORDER OF BID SECURITY

P.O No. _____ Date _____

Bank _____

Rs. _____

Signature & Stamp of Issuing Authority

**GOVERNMENT BOYS SECONDARY CAMPUS SCHOOL TALEEM
GHA, KARACHI**

NAME OF WORK:- ITEM/WORK NO-01 PURCHASE OF FURNITURE & FIXTURE

Work No. (01) / (2015-2016)

=100000

S.No	Description of Item	Qty.	Rate	Unit	Amount
1 ✓	Providing & Fixing desk with Chair approved size (H-32.5" W-49" and D-35.5") and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
2 ✓	Providing & fixing teacher chair approved size and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
3 ✓	Providing & fixing class room teacher table approved size and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
4	Providing & fixing iron cupboard (Size 4' x 6' approved size and best quality instruction as per site Engineer etc. complete.		Open Rate	Each	
5	Providing & fixing chair for teacher staff room approved size and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
6	Providing & fixing lounge table for staff room approved size and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
7 ✓	Providing & fixing K.G. class round table (Mango table) Pine Apple, Tomato Table) approved size and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
8	Providing & fixing chair for conference room approved size and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
9	Providing & fixing stools for computer lab approved size and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
10 ✓	Providing & fixing revolving chair approved size and best quality instruction as per site Engineer etc. complete		Open Rate	Each	
Total Amount Rs.					

The total amount is Rs. _____ in figure (_____) for the complete job for all open rate (whichever is included in the BOQ).

Signature of the contractor _____

Address _____


PRINCIPAL/HEAD MISTRESS
GBSS, TALEEM GHA, KARACHI

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENTS FOR PROCUREMENT OF WORKS

WORK # 02

(SINGLE STAGE ONE ENVELOPE METHOD)

Name of work:- ITEM / WORK # 02

Cost : Open Rate
Bid Security : 2% of Quoted Amount
Tender Cost : Rs. 1,000

Tender issue M/s. _____

PAY ORDER OF TENDER COST

P.O No. _____ Date _____

Bank _____

Rs. _____

PAY ORDER OF BID SECURITY

P.O No. _____ Date _____

Bank _____

Rs. _____

Signature & Stamp of Issuing Authority

GOVERNMENT GIRLS SECONDARY SCHOOL TALEEM GHA
KARACHI

NAME OF WORK:- ITEM/WORK NO-03 REPAIR OF OFFICE BUILDING

Work No. (01) / (2015-2016)

S.No	Description of Work	Qty.	Rate	Unit	Amount
1	20' x 30' Montessori Class with tiles approved quality necessary electric connection as directed by the engineer in-charge, etc complete	02	Open Rate	Each	
2	Distemping in three(03) coats approved quality necessary electric connection as directed by the engineer in-charge, etc complete		Open Rate	Each	
3	Providing and lying Porcelain tiles glazed & polished 16"x16"x1/4" or 18"x18"x1/4" on floor or wall facing in required colour and pattern in white cement and pigment over a base of 1.2 gray cement mortar 3/4" thick including washing and filling of joint with slurry of white cement and pigment in desired shap with finishing cleaning and cost of wax polish etc; complete in/c: cutting titles to proper profile approved quality necessary electric connection as directed by the engineer in-charge, etc complete		Open Rate	Each	
S	Total Amount Rs.				

The total amount is Rs. _____ in figure (_____) for the complete job for all open rate (whichever is included in the BOQ).


PRINCIPAL HEAD MASTER
G.G.S.S. TALEEM GHAS

Signature of the contractor _____

Address _____

Bid Data Sheet

The following specific for the goods to be procured shall complement, supplement, or amend the provisions in the instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions here shall prevail over those in ITB.

{Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses}.

Introduction.

ITB 1.1 Head Teacher **G.B.S.S. TALEEM GHA** Karachi, Name of Contract / Project.

ITB 1.1 Name of Contract / Project.

Procurement of school {1.FURNITURE & FIXTURE, 2.OTHER ELECTRICAL, 3.REPAIR OF OFFICE BUILDING} items for school **G.B.S.S. TALEEM GHA** Region Karachi.

ITB 4.1 Head Teacher **G.B.S.S. TALEEM GHA** Karachi, Education & Literacy Department, Government of Sindh, Karachi.

ITB 8.1 Language of the bid
English.

Bid Price and Currency.

ITB 11.2 The price quoted shall be fixed along with DDP.

ITB 11.5 The price shall be fixed and will not be negotiated once finalized.

ITB 13.3	Qualification requirements as per criteria mentioned.
ITB 14.3	N/A
ITB 15.1	Amount of bid security 2% of Total Bid Price.
ITB 16.1	Bid validity period 30[THIRTY] Days.
ITB 17.1	Number of copies. One Original alongwith one photocopy.
ITB 18.2(a)	Office of the Head Master G.B.S.S TALEEM GHA School.
ITB 18.2(b)	IFB title and number.
ITB 19.1	Deadline for bid submission is 30-05-2016.
ITB 22.1	Time, date, and place for bid opening as mentioned in NIT at the of Head Master G.B.S.S TALEEM GHA School.

Bid Evaluation.

ITB 25.3	Criteria for bid evaluation. As per criteria attached.
ITB 25.4(a)	One option only. N/A.
ITB 25.4(b)	Delivery schedule. To be finalized by Regional Procurements Committee in consultation with District inspection & Technical Committee.
Option(i)	Relevant parameters in accordance with option selected: N/A

Evaluation Criteria.

The Bids Shall be Evaluated on the basis of following parameters:

Company/Firm/Individual Information		Total	Brief	
Required Field.	Marks	Marks		
01	• No. of years in Business	10	45 02 marks for each year in business (Max 10) 0.75 Marks per million turnover (Max 15) 10 marks if firm has NTN Certificate 10 marks if firm is requested with sales tax department	
	• Annual Turnover in Millions	15		
	• NTN Registration Certificate	10		
	• Sales Tax Registrations Certificate	10		
02	Technical Proposal	10	10 10 marks if the bidder provides complete details and specifications of items to be supplied for which he want to quote.	
	• Specifications & Brochures			
Financial Capabilities		25	02 marks on production of each year Tax paid Returns (Max 10) 01 marks on production of Financial Statement Report (Max 5)	
03	Income Tax Annual Returns of 5 years.			10
	Audited Financial Statements of 5 years.			5
	Monthly Sales Tax Summaries of last 10 months	10		
04	Relevant Field Experience	20	20 04 marks for each similar complexly assignment (documented proof) Max 5 assignment	

Note: Firm must get 70% marks in Evaluation for qualifying as per above mentioned criteria

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Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Resolution of Disputes

28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

28. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

29. Applicable Law

30.1 The Contract shall be interpreted in accordance with the Federal and Sindh Provincial laws, unless otherwise specified in SCC.

30. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

31. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

PART TWO
(PROCUREMENT SPECIFIC PROVISIONS)

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring agency should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring agency is:

GCC 1.1 (h)—The Procuring agency's country is: GCC

1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: *[if applicable]*

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Government-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—the amount of performance security, as a percentage of the Contract Price, shall be: not exceeding 5% of the Contract Price

[The following provision should be used in the case of Goods having warranty obligations.]

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
The inspection would be performed by Inspection Committee.

5. Packing (GCC Clause 9)

Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

6. Delivery and Documents (GCC Clause 10)

Sample provision (DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring agency:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable seaway bill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) Copies of the packing list identifying contents of each school-wise package ;(iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

N/A

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Warranty (GCC Clause 15)

Sample provision

GCC 15.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) pay liquidated damages to the Procuring agency with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 25.4 (f) or (g).]

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

10. Payment (GCC Clause 16)

Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

(i) **Advance Payment:** There is no provision for any advance payments to suppliers under School Specific Budget procurement.

(ii) **On Shipment:** There is no provision for payments on shipment under School Specific Budget procurement.

(iii) Hundred (100) percent of the Contract Price of Goods received shall be paid within the time period applicable as per the prescribed Government rules upon complete delivery of the supplies and submission of claim supported by the acceptance certificate issued by the Procuring agency declaring Goods have been delivered and that all contracted services have been performed.

(iv) The supplies shall be delivered by the vendor on the quarterly basis. The payment in respect of the quarterly supplies shall be made in accordance with the quarterly release of the School Specific Budget from the Education Department.

11. Prices (GCC Clause 17)***Sample provision***

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

[To be inserted only if price is subject to adjustment.]

N/A

12. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]

N/A

13. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

14. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be:

15. Applicable Law (GCC Clause 30)

GCC 30.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

16. Notices (GCC Clause 31)

GCC 31.1—Procuring agency's address for notice purposes:

—Supplier's address for notice purposes:

SECTION IV
SCHEDULE OF REQUIREMENTS

and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 24. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25. Termination for Insolvency**
- 26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.
- 26. Termination for Convenience**
- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the,

Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

- | | |
|---|--|
| 18. Contract Amendments | 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 19. Assignment | 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent. |
| 20. Subcontracts | 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3. |
| 21. Delays in the Supplier's Performance | 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages. |
| 22. Liquidated | 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or |

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

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

BIDDING DATA

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

- (a). Name of Procuring Agency _____
- (b). Brief Description of Works _____
- (c). Procuring Agency's address:- _____
- (d). Estimated Cost:- _____
- (e). Amount of Bid Security:- _____ (Fill in lump sum amount
or in % age of bid amount /estimated cost, but not exceeding 5%)
- (f). Period of Bid Validity (days):- _____ (Not more than sixty days).
- (g). Security Deposit:- (including bid security):- _____
(in % age of bid amount /estimated cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills :- _____
- (i). Deadline for Submission of Bids along with time :- _____
- (j). Venue, Time, and Date of Bid Opening:- _____
- (k). Time for Completion from written order of commence: - _____
- (L). Liquidity damages:- _____ (0.05 of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures)

(Executive Engineer/Authority issuing bidding document)

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contract work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly. attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

- (A) **Mobilization advance** is not allowed.
- (B) **Secured Advance against materials brought at site.**
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

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

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

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

BILL OF QUANTITIES

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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Amount TOTAL (a)

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

Amount to be added/deducted on the basis
Of premium quoted. TOTAL (b)

Total (A) = a+b in words & figures:

Contractor

Executive Engineer/Procuring Agency

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

Summary of Bill of Quantities.

Cost of Bid

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/Procuring Agency