

**OFFICE OF THE CHAIRMAN**  
**TOWN COMMITTEE NASIRABAD DISTRICT KAMBER SHAHDADKOT @ KAMBER**

No: C/TCN/ 333

Nasirabad dated: - 13-01-2017

**NOTICE INVITING TENDERS**

The Sealed bids are invited on SPPRA Standard Bidding Documents (SBD) from the eligible bidders of following criteria mentioned works as per Sindh Public Procurement Regulatory Authority (SPPRA) Rules 2010. (Amended 2013)

S.No.	Name of work	Estimated Cost (Million)	Earnest Money 2% (Rupees)	Tender Fee	Time allowed for completion
1	2	3	4	5	6
1	Construction of C.C drains, C.C blocks & Paver block near Government boys High School Bypass road & various Wards of Nasirabad Town under OZT Funds	1.000	20000.00	1000.00	3 Months
2	Construction of R.C.C & C.C Crosses in various Wards of Nasirabad Town under OZT Funds	0.500	10000.00	1000.00	3 Months
3	Cleaning of Collecting Tanks & C.C drains for various Wards of Nasirabad Town under OZT Funds	0.500	10000.00	1000.00	3 Months
4	Repair & Renovation of Office building of Town Committee Nasirabad	0.500	10000.00	1000.00	3 Months
5	Construction of Waiting Room at Dhamrah Wah Nasirabad	0.700	14000.00	1000.00	3 Months
6	Supplying of Office Furniture for Town Committee Nasirabad	0.700	14000.00	1000.00	3 Months

**CONDITIONS**

- 1 Contract Documents and other terms & conditions can be seen and blank tenders obtained from the office of the undersigned on payment of Bid/ Tender Fee (**Non refundable**) from date of insertion of NIT on Net/ Newspaper upto 1.00 PM of **30/01/2017** as shown against the work.
- 2 No conditional bids/ tenders will be accepted.
- 3 The tenders will be received back on **31/01/2017** upto 1:00 PM and will be opened on same day at 2:00 PM in the presence of opening committee / evaluation Committee & bidders or their authorized representative who wish to be present at that time alongwith required Call Deposit.
- 4 If the bids / tenders went unresponsive then the next dates for issuing from **13/02/2017** to **14/02/2017** till 2:00 PM, will receive back on **15/02/2017** upto 1:30 PM and will be opened at 2:30 PM on same day
- 5 If the undersigned happens to be out of head quarter or Government announces it a public holiday on the date of opening of bids/ tenders, the same will be opened on next working day at 1:00 PM.
- 6 Procurement Agency may reject all or any bids to be relevant provision of Sindh Public Procurement Rules 2010. (amended 2013)
- 7 Registration with Pakistan Engineering Council in relevant field of specialization of work & to extent of tender amount each work.
- 8 The Bidders must be registered with Sindh Revenue Board and holding N.T.N.
- 9 Undertaking on Affidavit that firm is not involved in any litigation or black listed previously by any executing agency or have not adandoned work in the Department as well as all documents/ particulars/ information(s) furnished are true and correct.
- 10 In case of Firm, furnish list of parteners/ partnership deed, giving full particulars of Directors/ Projectors or other connected alongwith Power of Attorney. In case of sole projector such undertaking on Affidavit be furnished.
- 11 In case of the NTN & Sindh Board Revenue if not produced than bid/ tender will not be issued.
- 12 Bidder must has experience of similar nature & about in last 3 years.

  
(Muhammad Hayat Shaikh)

**CHAIRMAN**  
**Town Committee**  
**Nasirabad**

**Copy forwarded with compliments to: -**

The Deputy Commissioner Kamber Shahdadkot @ Kamaber

The Director (A&F) Sindh Public Procurement Regulatory Authority Barrack No: 08, Sindh Secretariat No: 4 A Court road Karachi for publication on Website.

Notice Board

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16-01-17

## EVALUATION CRITERIA

01. Name of procuring Agency : Town Committee Nasirabad
02. Tender Reference Number : No: C/TCN/333, dated 12/01/2017
03. Tender Description/  
Name of work / Item : (1) Construction of C.C drains, C.C blocks & Paver block near Government Boys High School bypass road & various Wards of Nasirabad Town (OZT Funds) (2) Constt: of R.C.C & C.C Crosses in various Wards of Nasirabad Town (OZT Funds), (3) Cleaning of Collecting Tanks & C.C Drains for various Wards of Nasirabad Town (OZT Funds), (4) Repair & Renovation Of office building of Town Committee Nasirabad (OZT Funds), (5) Construction Of waiting room at Dhamrah Wah Nasirabad (OZT Funds) & (6) Supply of office furniture For Town Committee Nasirabad
04. Method Procurement : (Single stage one envelop) Procurement
05. Technical Bid Opening date  
(If Applicable) : Not Applicable
06. Bid opening date  
(If Applicable) : 31-01-2017
07. Procuring Agency address : Gaji Khuhawar road Nasirabad Town
08. Language of Bid : English

**OFFICE OF THE CHAIRMAN**  
**TOWN COMMITTEE NASIRABAD DISTRICT KAMBER SHAHDADKOT @ KAMBER**

**ANNUAL PROCUREMENT PLAN**

**(WORKS, GOODS & SERVICES)**

S.#	Description of Procurement	Quantity (Where Applicable)	Estimated Unit Cost (where Applicable Million)	Funds Allocated (1000 Million)	Source of Funds (ADP-Non ADP)	Proposed Procurement Method	1st: Qtr:	2nd: Qtr:	3rd: Qtr:	4th: Qtr:	Remarks
1	Construction of C.C drains, C.C blocks & Paver block near Government boys High School Bypass road & various Wards of Nasirabad Town under OZT Funds		1.000		OZT Funds	NCB					Funds Available
2	Construction of R.C.C & C.C Crosses in various Wards of Nasirabad Town under OZT Funds		0.500		OZT Funds	NCB					Funds Available
3	Cleaning of Collecting Tanks & C.C drains for various Wards of Nasirabad Town under OZT Funds		0.500		OZT Funds	NCB					Funds Available
4	Repair & Renovation of Office building of Town Committee Nasirabad		0.500		OZT Funds	NCB					Funds Available
5	Construction of Waiting Room at Dhamrah Wah Nasirabad		0.700		OZT Funds	NCB					Funds Available
6	Supplying of Office Furniture for Town Committee Nasirabad		0.700		OZT Funds	NCB					Funds Available



**CHAIRMAN**  
**TOWN COMMITTEE**  
**NASIRABAD**

# **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.

**Construction of C.C drains, C.C blocks &  
Paver block near Government Boys High  
School bypass road & various Wards of  
Nasirabad Town under OZT Funds**

Issued to M/S \_\_\_\_\_

## 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 Executive Engineer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Nasirabad

(b). Brief Description of Works:-

Construction of C.C drains, C.C blocks & Paver block near Govt: boys High School bypass road & various Wards of Nasirabad Town (under OZT Funds)

(c). Procuring Agency's address:- Town Committee Nasirabad

(d). Estimated Cost:- 1.000 (Million)

(e). Amount of Bid Security:- 0.020 (Million)

(f). Period of Bid Validity (days):- \_\_\_\_\_ (Not more than sixty days).

(g). Security Deposit :-( including bid security):-10%

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

(i). Deadline for Submission of Bids along with time:- 26/01/2017 upto 1.00 P.M.

(j). Venue, Time, and Date of Bid Opening:- 27/01/2017 upto 2.00 P.M.

(k). Time for Completion from written order of commence: - 03 Months.

(L). Liquidity damages:- \_\_\_\_\_

(m). Deposit Receipt No: Date: Amount: (in words and figures)

**CHAIRMAN**  
Town Committee  
Nasirabad

## 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 Executive Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

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

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

- (A) Procuring Agency/ Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Engineer 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, 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 may invite fresh bids for remaining work.

**Clause 4: Possession of the site and claims for compensation for delay.** The Executive 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 Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**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 Executive Engineer in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Executive Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer shall give the contractor reasonable notice of the intention of the Executive 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accounts Officer**

**Contractor**

**Executive Engineer**

## BILL OF QUANTITY

Name of work: - Construction of C.C drains, C.C blocks & Paver block near Government boys High School bypass road & various Wards of Nasirabad Town

Head of Account: - OZT Funds

S.#	Qty	Item	Rate	Unit	Amount
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### A: - C.C.Drains

1		Excavation for foundation of building, bridges & other structure i/c deg, belling dressing refilling around the structure with excavated earth watering, ramming lead upto one chain and lift upto 5' <u>in ordinary soil. (GSI No: 18(b), P-5)</u>			
	692.00		@Rs: 3176.25	P%0Cft	Rs: 2198.00
2		C.C Plain i/c placing, compacting, finishing & curing complete i/c screening and washing of stone aggregate without shuttering <u>(GSI No: 5, P-17)</u>			
		<u>Ratio 1:4:8</u>			
	135.50	Cft	@Rs: 11288.75	P%Cft	Rs: 15296.00
		<u>Ratio 1:2:4</u>			
	43.48	Cft	@Rs: 14429.25	P%Cft	Rs: 6274.00
3		Construction of standard open type drains connuttee block of C.C 1:2:4 cost of situ to the design profiles i/c cost of mould as per drawing i/c supplying floating cost of cement 1/32" thick to expose surface faces finished smooth curing complete as per drawing design. <u>(P.H.S.I No D, P/ 44)</u>			
	Type A	100.00 Rft	@Rs: 94.00	P-Rft	Rs: 9400.00
	Type B	100.00 Rft	@Rs: 174.00	P-Rft	Rs: 17400.00
4		Pacca brick work in foundation and plinth in cement sand mortar(1:6) <u>(G.S.I No. 4 P/ 24)</u>			
	375.00	Cft	@Rs: 11948.36	P%Cft	Rs: 44806.00
5		Cement plaster (1:4) up to 20" height 1/2" thick <u>(G.S.I-11/ P/57)</u>			
	650.00	Sft	@Rs: 2283.93	P%Sft	Rs: 14846.00
6		R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bedning 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 i/c screening and washing of shingle (a) R.C.C work in roof, slab, beams, columns, rafts lintels & other structural members laid in situ or precast laid in position etc complete <u>(GSI No: 6(a), P-19) Ratio 1:2:4</u>			
	21.39	Cft	@Rs: 337.00	P.Cft	Rs: 7208.00
7		Fabrication of M.S reinforcement for C.C i/c cutting, bending, laying in position making joints fastening i/c cost of binding wire also i/cs removal of rust from bars. <u>(GSI No: 7(ii), P-20)</u>			
	3.06	Cwt	@Rs: 5001.70	P.Cwt	Rs: 15305.00
			<b>Total A: -</b>		<b>Rs: 132733.00</b>
8		Supplying & Fixing M.S iron board size (3.0 x 3.50) <u>(Non Sch: Item)</u>			
	1	No:	@Rs: 4000	P.each	Rs: 4000.00
			<b>G.Total A: -</b>		<b>Rs: 136733.00</b>

**B: - C.C BLOCKS**

1	Barrow pit excavation undressed lead upto 100ft ordinary soil (G.S.I. No. 3 p/ 1)	658.00 Cft	@Rs: 2117.50	P%0Cft	Rs: 1393.00
2	Earth work compaction (soft, ordinary or hard soil) laying arth in 6"thick layers levelling and dressing etc completed (GSI No:13 (b), P-3)	1350.00 Cft	@Rs: 354.00	P%0Cft	Rs: 478.00
3	Extra lead for every 50' additional lead or part thereof. (CSI No: P- )	658.00 Cft	@Rs: 5039.00	P%0Cft	Rs: 3316.00
4	Cement concrete bricks or stone ballest 1/2" to 2" gauge.(Ratio 1:4:8 ) (G.SI. No. 4 p/ 17)	891.00 Cft	@Rs: 9416.28	P%cft	Rs: 83899.00
5	C.C Plain i/c placing, compacting, finishing & curing complete i/c screening and washing of stone aggregate without shuttering (GSI No: 5, P-17)	675.00 Cft	@Rs: 14429.25	P%cft	Rs: 97397.00
6	Erection and removal of centering for R.C.C or plain C.C works of dead or wood 2nd: class of partial wood (Vertical) (GSI No: 18, P-21)	75.00 Sft	@Rs: 3127.41	P% Sft	Rs: 2346.00
<b>Total B: -</b>					<b>Rs: 188829.00</b>

**C: - PAVER BLOCKS**

1	C.C Plain i/c placing, compacting, finishing & curing complete i/c screening and washing of stone aggregate without shuttering (GSI No: 5, P-17)	<u>Ratio 1:4:8</u> 400.00 Cft	@Rs: 11288.75	P%cft	Rs: 45155.00
		<u>Ratio 1:2:4</u> 50.00 Cft	@Rs: 14429.25	P%cft	Rs: 7215.00
2	Providing & fixing cement paving blocks flooring having size (197x97x60) mm of city quddra/ cable shape with pigmented b/u 5000 PSI 8500 PSI i/c filling the grant with hill sand and laying with specified manner pattern etc completed.(CSI NO.72 P-49)	1600.00 Sft	@Rs: 223.97	P.Sft	Rs: 358352.00
3	Supplying Hard Murrum or fire powdery murrum (SMI No.71, P-04)	272.00 Cft	@Rs: 1800.00	P% Cft	Rs: 4896.00
<b>Total C: -</b>					<b>Rs: 415618.00</b>
<b>Total A+B+C: -</b>					<b>Rs: 741180.00</b>

Amount Total: (a)

-----% Above/ Below on the rates CSR

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

Total: (b)

Total (A) = a + b in words &amp; figure:

Contractor

CHAIRMAN  
Town Committee  
Nasirabad



**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

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

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

**Total (B) in words & figures:**

Contractor

Executive Engineer

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

7

# 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.

**Construction of R.C.C & C.C Crosses**  
**in various Wards of Nasirabad Town**  
**under OZT Funds**

Issued to M/S \_\_\_\_\_

## 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 Executive Engineer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Nasirabad

(b). Brief Description of Works:- 

Construction of R.C.C & C.C Crosses in various Wards of Nasirabad Town (under OZT Funds)
--

(c). Procuring Agency's address:- Town Committee Nasirabad

(d). Estimated Cost:- 0.500 (Million)

(e). Amount of Bid Security:- 0.010 (Million)

(f). Period of Bid Validity (days):- \_\_\_\_\_ (Not more than sixty days).

(g). Security Deposit :- (including bid security):- 10%

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

(i). Deadline for Submission of Bids along with time:- 26/01/2017 upto 1.00 P.M.

(j). Venue, Time, and Date of Bid Opening:- 27/01/2017 upto 2.00 P.M.

(k). Time for Completion from written order of commence: - 03 Months.

(L). Liquidity damages:- \_\_\_\_\_

(m). Deposit Receipt No: Date: Amount: (in words and figures)

**CHAIRMAN**  
Town Committee  
Nasirabad

## 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 Executive Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

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

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

- (A) Procuring Agency/ Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) Contractor causes a breach of any clause of the Contract;
  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Engineer 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, 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 may invite fresh bids for remaining work.

**Clause 4: Possession of the site and claims for compensation for delay.** The Executive 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 Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

#### **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 Executive Engineer in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Executive Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer shall give the contractor reasonable notice of the intention of the Executive 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accounts Officer**

**Contractor**

**Executive Engineer**

## BILL OF QUANTITY

Name of work: - Construction of R.C.C & C.C Crosses in various Wards of Nasirabad Town

Head of Account: - OZT Funds

S.#	Qty	Item	Rate	Unit	Amount
-----	-----	------	------	------	--------

1 R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bedning 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 i/c screening and washing of shingle (a) R.C.C work in roof, slab, beams, columns, rafts lintels & other structural members laid in situ or precast laid in position etc complete (GSI No: 6(a), P-19) Ratio 1:2:4

705.83 Cft @Rs: 337.00 P.Cft Rs: 237865.00

2 Fabrication of M.S reinforcement for C.C i/c cutting, bending, laying in position making joints fastening i/c cost of binding wire also i/cs removal of rust from bars. (GSI No: 7(ii), P-20)

28.36 Cwt @Rs: 5001.70 P.Cwt Rs: 141848.00

3 C.C Plain i/c placing, compacting, finishing & curing complete i/c screening and washing of stone aggregate without shuttering (GSI No: 5, P-17)

258.63 Cft @Rs: 14429.25 P%cft Rs: 37318.00

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**Total B: - Rs: 417031.00**

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Amount Total: (a)

-----% Above/ Below on the rates CSR

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

Total: (b)

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

**Contractor**

**CHAIRMAN**  
Town Committee  
Nasirabad

## 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



**(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

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

3

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

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**Cleaning of Collecting Tanks & C.C  
drains for various Wards of Nasirabad  
Town under OZT Funds**

Issued to M/S \_\_\_\_\_

## Instructions to Bidders/ Procuring Agencies

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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.
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8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
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 Executive Engineer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Nasirabad

(b). Brief Description of Works:- 

Cleaning of Collecting Tanks & C.C drains for various Wards of Nasirabad Town (under OZT Funds)
---

(c). Procuring Agency's address:- Town Committee Nasirabad

(d). Estimated Cost:- 0.500 (Million)

(e). Amount of Bid Security:- 0.010 (Million)

(f). Period of Bid Validity (days):- \_\_\_\_\_ (Not more than sixty days).

(g). Security Deposit :-( including bid security):- 10%

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

(i). Deadline for Submission of Bids along with time:- 26/01/2017 upto 1.00 P.M.

(j). Venue, Time, and Date of Bid Opening:- 27/01/2017 upto 2.00 P.M.

(k). Time for Completion from written order of commence: - 03 Months.

(L). Liquidity damages:- \_\_\_\_\_

(m). Deposit Receipt No: Date: Amount: (in words and figures)

**CHAIRMAN**  
Town Committee  
Nasirabad

## 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 Executive Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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

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

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

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

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

(B) The Engineer 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, 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 may invite fresh bids for remaining work.

**Clause 4: Possession of the site and claims for compensation for delay.** The Executive 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 Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.



#### **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 Executive Engineer in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Executive Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer shall give the contractor reasonable notice of the intention of the Executive 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accounts Officer**

**Contractor**

**Executive Engineer**

## BILL OF QUANTITY

Name of work: - Cleaning of Collecting Tank & C.C drains in various Muhalla of Nasirabad Town

Head of Account: - OZT Funds

S.#	Qty	Item	Rate	Unit	Amount
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- Cleaning of Collecting Tank/ sump below ground level i/c dewatering of  
1 sludge pump water and disposal of garbage solid waste etc out side the tank etc complete. **(PHSI No: 1,P-33)**

**5368.88 cft @Rs: 11900.00 P%0cft Rs: 63890.00**

- 2 Earth work excavation in ashes, sand soft soil or silt clearance lead upto 50 feet. **(GSI No: 2, P- 1)**

**91062.56 cft @Rs: 1663.75 P%0cft Rs: 151505.00**

- 3 Extra for every 50' additional lead or part thereof. **(GSI No: 8, P-2)**

**91062.56 cft @Rs: 3124.18 P%0cft Rs: 284496.00**

**Total: Rs: 499891.00**

Amount Total: (a)

-----% Above/ Below on the rates CSR.

Amount to be added/ deducted

on the basis of premium quoted

Total: (b)

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

**Contractor**

**CHAIRMAN**  
Town Committee  
Nasirabad

**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

**(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



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

④

# 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.

**Repair & Renovation of Office**  
**Building of Town Committee**  
**Nasirabad Town under OZT Funds**

Issued to M/S \_\_\_\_\_

## 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 Executive Engineer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Nasirabad

(b). Brief Description of Works:-

Repair & Renovation of office building of Town Committee Nasirabad (under OZT Funds)

(c). Procuring Agency's address:- Town Committee Nasirabad

(d). Estimated Cost:- 0.500 (Million)

(e). Amount of Bid Security:- 0.010 (Million)

(f). Period of Bid Validity (days):- \_\_\_\_\_ (Not more than sixty days).

(g). Security Deposit :-( including bid security):-10%

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

(i). Deadline for Submission of Bids along with time:- 30/01/2017 upto 1.00 P.M.

(j). Venue, Time, and Date of Bid Opening:- 31/01/2017 upto 2.00 P.M.

(k). Time for Completion from written order of commence: - 03 Months.

(L). Liquidity damages:- \_\_\_\_\_

(m). Deposit Receipt No: Date: Amount: (in words and figures)

CHAIRMAN  
Town Committee  
Nasirabad

## 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 Executive 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 wok, 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 exits:-
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  - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) Contractor can also request for termination of contract if a payment certified by the Executive Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Engineer 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, 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 may invite fresh bids for remaining work.

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

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**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 Executive Engineer in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Executive Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer shall give the contractor reasonable notice of the intention of the Executive 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accounts Officer**

**Contractor**

**Executive Engineer**

**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

**(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

## BILL OF QUANTITY

Name of work: - Repair & Renovation of of Office building of Town  
Committee Nasirabad

Head of Account: - OZT Funds

S.#	Qty	Item	Rate	Unit	Amount
1		Removing cement or lime plaster. <u>(GSI No: 18(b), P-5)</u>			
	2534.00 sft		@Rs: 121.00	P%sft	Rs: 3066.00
2		Cement Plaster 1:5, 3/8" thick upto 12' height <u>(GSI No: 11, P-51)</u>			
	2534.00 sft		@Rs: 2141.72	P%sft	Rs: 54271.00
3		Cement Plaster 1:4, 1/2" thick upto 12' height <u>(GSI No: 11, P-51)</u>			
	2534.00 sft		@Rs: 2283.93	P%sft	Rs: 57875.00
4		White washing of two coats. <u>(GSI No: 18(b), P-5)</u>			
	3509.00 sft		@Rs: 425.84	P%sft	Rs: 14943.00
5		Mat finishing three coats <u>(GSI No: 5, P-17)</u>			
	3509.00 sft		@Rs: 859.90	P%sft	Rs: 30174.00
6		Weather coat of colour 3 coats. <u>(GSI No: 13, P-44)</u>			
	3509.00 sft		@Rs: 859.90	P%sft	Rs: 30174.00
7		Painting new surface and preparing surface door or windows any type i/c edges. <u>(GSI No: 5(a), P-70)</u>			
	400.00 cft		@Rs: 1489.68	P%cft	Rs: 5959.00
8		Second class tile roofing consisting of 4" earth and 1" mud plaster with Gobri leeping over 1/2" thick cement plaster 1:6 with 34 lbs: of hot bituman coating sand blinded provided over one layer of 12"x6"x2" tile laid in 1:6 pointing under neath of tiles complete i/c curing etc. <u>(GSI No: 2,P-32)</u>			
	800.00 sft		@Rs: 7607.25	P%sft	Rs: 60858.00
9		WC Pan not less than 23' clear opening between flushing rims & 3 glns flushing tank with 4" dia C.I trap. <u>(SSI No:1(b), P-1)</u>			
	3.00 No:		@Rs: 4802.60	P.each	Rs: 14408.00
10		WC Pan not less than 19' clear opening between flushing rims & 3 glns flushing tank with 4" dia C.I trap. <u>(SSI No:1(b), P-1)</u>			
	3.00 No:		@Rs: 5044.60	P.each	Rs: 15134.00
11		WC Pan 23" & low level earthen ware flush tank 3 glns. <u>(SSI No:2(a), P-1)</u>			
	3.00 No:		@Rs: 5728.80	P.each	Rs: 17186.00
12		Supplying & Fixing bath room accessories set (7 pieces i/c towel rod) brush holder soap tray shelf of approved quality and design etc complete. <u>(SSI No:22, P-19)</u>			
	3.00 No:		@Rs: 8122.00	P.each	Rs: 24366.00

13	Supplying & Fixing C.P Muslim shower with double Bib coack & rings completed <b>(SSI No: 19 (a), P-10)</b>	<b>3.00 No:</b>	<b>@Rs: 3432.00</b>	<b>P.each</b>	<b>Rs: 10296.00</b>
14	Supplying & Fixing 24"x18" levelled edge mirror of belgium glass completed with 1/8" thick hard board and C.P screws fixed to wooden plea. <b>(SSI No: 3(a), P-7)</b>	<b>3.00 No:</b>	<b>@Rs: 1711.60</b>	<b>P.each</b>	<b>Rs: 5135.00</b>
15	Supplying & Fixing C.P Cock 1" dia <b>(SSI No: 2 (iii), P-16)</b>	<b>3.00 No:</b>	<b>@Rs: 480.92</b>	<b>P.each</b>	<b>Rs: 1443.00</b>
16	Supplying & Fixing Piller Cock 1" dia <b>(SSI No: 2 (iii), P-16)</b>	<b>3.00 No:</b>	<b>@Rs: 480.92</b>	<b>P.each</b>	<b>Rs: 1443.00</b>
17	Supplying & Fixing M.S pipe 1/50" dia	<b>180.00 rft</b>	<b>@Rs: 50.00</b>	<b>P.rft</b>	<b>Rs: 9000.00</b>
18	Supplying & Fixing UPVC pipe 4" dia	<b>100.00 rft</b>	<b>@Rs: 120.00</b>	<b>P.rft</b>	<b>Rs: 12000.00</b>
19	Supplying & Fixing Ceiling Fan superior quality (56" dia)	<b>8.00 No:</b>	<b>@Rs: 5900.00</b>	<b>P.each</b>	<b>Rs: 47200.00</b>
					<b>Total: Rs: 414931.00</b>

Amount Total: (a)

-----% Above/ Below on the rates CSR

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

**Contractor**

**CHAIRMAN**  
Town Committee  
Nasirabad

Amount to be added/ deducted  
on the basis of premium quoted  
Total: (b)



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

5

# 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.

**Construction of Waiting Room at**  
**Dhamrah Wah Nasirabad Town under**  
**OZT Funds**

Issued to M/S \_\_\_\_\_

## 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 Executive Engineer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Nasirabad

(b). Brief Description of Works:- 

Construction of Waiting Room at Dhamrah Wah of Nasirabad Town (under OZT Funds)
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(c). Procuring Agency's address:- Town Committee Nasirabad

(d). Estimated Cost:- 0.700 (Million)

(e). Amount of Bid Security:- 0.014 (Million)

(f). Period of Bid Validity (days):- \_\_\_\_\_ (Not more than sixty days).

(g). Security Deposit :-( including bid security):-10%

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

(i). Deadline for Submission of Bids along with time:- 30/01/2017 upto 1.00 P.M.

(j). Venue, Time, and Date of Bid Opening:- 31/01/2017 upto 2.00 P.M.

(k). Time for Completion from written order of commence: - 03 Months.

(L). Liquidity damages:- \_\_\_\_\_

(m). Deposit Receipt No: Date: Amount: (in words and figures)

**CHAIRMAN**  
Town Committee  
Nasirabad

## 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 Executive 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 Executive Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Engineer 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, 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 may invite fresh bids for remaining work.

**Clause 4: Possession of the site and claims for compensation for delay.** The Executive 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 Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**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 Executive Engineer in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Executive Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer shall give the contractor reasonable notice of the intention of the Executive 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accounts Officer**

**Contractor**

**Executive Engineer**

**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

**(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

# **BILL OF QUANTITY**

Name of work: - **Construction of Waiting Room at Dhamrah Wah Nasirabad**

Head of A/C: - **OZT Funds**

Qty:	S.No.	Item of work	Rate	Unit	Amount
------	-------	--------------	------	------	--------

01. Excavation for foundation of building, bridges & other structure i/c deg belling dressing, refilling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5'in ordinary soil **(CSI No:18,P-6)**

441.00 cft. @Rs: 3176/25 P%0cft. Rs: 1401/-

02. C. C. Brick or stone ballast 1 ½" to 2" gauge Ratio 1:4:8 **(CSI No:4, P-16)**

183.95 cft. @Rs:9416/28 P%cft. Rs: 17321/-

03. Pacca brick work in foundation and plinth in cement san mortar in 1:6 **(GSI No:4(e),P-25)**

329.75 cft. @Rs: 11948/36 P%cft. Rs: 39400/-

04. Pacca brick work in ground floor in cement sand mortar Ratio 1: 4. **(CSI No:5, P-20)**

573.07 cft. @Rs: 12674/36 P%cft. Rs: 72633/-

05. Making and Fixing steel grated doors and windows with 1/16" thick sheeting i/c angle iron frame 2"x2"x 3/8" and 3/4" sq: bars 4" center to center with locking arrangements. **(CSI No:23,P-97)**

Door 1x4.00x7.00 = 28.00 sft

28.00 sft. @ Rs: 726/72 P.sft. Rs: 20348/-

06. Fabrication of Heavy Steel work with angels tees, flat iron heavy iron sheet for making tresses graders tank etc i/c cutting tank, drilling reverting, handling and assembling with fixing but excluding Errection in position. **(GSI No.28, P-91)**

2.557 cwt. @ Rs: 4928/49 P.Cwt. Rs: 12602/-

07. Supplying & Fixing in position iron / steel grill of ¾"x1/4" size flat iron of approved design i/c painting 3 coats etc complete (weight not to be less than 3.7 lbs: /sq: feet on finished grill) **(GSI No: 26, P-92)**

12.00 sft. @Rs: 180/50 P.sft. Rs: 2166/-

08. Reinforcement cement concrete work i/c all Labour and material accept the cost of steel reinforcement and its Labour for bending and binding which will paid separately. This rate also i/c all kinds of forms moulds, lifting shuttering curing rendering and finishing and exposed surface i/c screening and washing of shingle. R.C.C work in roof, slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position etc complete. **Ratio 1:2:4 (GSI No:6(a), P-19)**

i). For Roof

203.85 cft. @Rs: 337/ P.Cft. Rs: 68697/-

09. Damp proof course with cement and shingle concrete 1:2:4 i/c coats of asphaltic 3" thick. **(GSI No:28, P-18)**

53.08 sft. @Rs: 4982/18 P%Sft. Rs: 2645/-

10. Fabrication of M.S reinforcement for C.C i/c cutting, bending, laying in position making joints fastening i/c cost of binding wire also i/c des removal of rust from bars. **(CSI No:7, P-18)**

5.17 cwt. @Rs: 5001/70 P.Cwt. Rs: 25859/-

11. Cement Plaster 1:6, 1/2" thick upto 12' height. <u>(CSI No: 11, P-58)</u>			
813.92 sft.	@Rs: 2206/60	P%sft.	Rs: 17960/-
12. Cement pointing struck joints on walls 1:3 <u>(CSI No.19 p-28).</u>			
514.49 sft.	@Rs: 1213/58	P%sft.	Rs: 6244/-
13. Cement Plaster 1:4, 3/8" thick upto 12' height. <u>(CSI No:11,P-53)</u>			
813.92 sft.	@Rs: 2197/52	P%sft.	Rs: 17886/-
14. Providing and laying 1" thick CC topping (1:2:4 ratio)i/c surface finishing and dividing in to panels 3" thick <u>(CSI No.vol:III P-II item No.6 © page-42).</u>			
120.00sft.	@ Rs.4411/82	P%sft.	Rs. 5294/-
15. Primary coat of chalk distemper. <u>(CSI No:28,P-60)</u>			
733.92 sft.	@Rs: 442/75	P%0 sft.	Rs: 3249/-
16. Distemping two coats. <u>(CSI No:24,P-60)</u>			
1248.41 sft.	@Rs: 1043/90	P%0 sft.	Rs: 13032/-
17. Preparing surface & painting doors & windows of any type i/c edges. <u>(GSI No:5(c),P-69) 2 coats</u>			
80.00 sft.	@Rs: 1489/68	P%0 sft.	Rs: 1192/-
18. Filling watering new earth <u>(CSI No.29, P-25)</u>			
671.98 cft.	@ Rs.3630/	P%cft.	Rs. 2439/-
			<hr/>
			<b>Total Rs: 495792/-</b>
			<hr/>

Amount Total (a)

-----% Above/ Below on the rates CSR

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

Total: (b)

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

CONTRACTOR

**CHAIRMAN**  
Town Committee Nasirabad



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

6

# **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.

**Supplying of Office Furniture for Town**  
**Committee Nasirabad Town under**  
**OZT Funds**

Issued to M/S \_\_\_\_\_

## 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 Executive Engineer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Town Committee Nasirabad

(b). Brief Description of Works:- 

Supplying of Office Furniture for Town Committee Nasirabad (under OZT Funds)
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(c). Procuring Agency's address:- Town Committee Nasirabad

(d). Estimated Cost:- 0.700 (Million)

(e). Amount of Bid Security:- 0.014 (Million)

(f). Period of Bid Validity (days):- \_\_\_\_\_ (Not more than sixty days).

(g). Security Deposit :-( including bid security):- 10%

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

(i). Deadline for Submission of Bids along with time:- 30/01/2017 upto 1.00 P.M.

(j). Venue, Time, and Date of Bid Opening:- 31/01/2017 upto 2.00 P.M.

(k). Time for Completion from written order of commence: - 03 Months.

(L). Liquidity damages:- \_\_\_\_\_

(m). Deposit Receipt No: Date: Amount: (in words and figures)

**CHAIRMAN**  
Town Committee  
Nasirabad

## 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 Executive 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 Executive Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Engineer 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, 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 may invite fresh bids for remaining work.

**Clause 4: Possession of the site and claims for compensation for delay.** The Executive 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 Executive Engineer in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

### **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 Executive Engineer in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Executive Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer shall give the contractor reasonable notice of the intention of the Executive 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

**Divisional Accounts Officer**

**Contractor**

**Executive Engineer**

**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

**(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

## BILL OF QUANTITY

Name of work: - Supplying of Office Furniture for Town Committee Nasirabad

Head of Account: - OZT Funds

S.#	Qty	Item	Rate	Unit	Amount
1		Supplying of Table for Chairman & V.Chairman Superior Quality (MR)			
	2.00 Nos:		@Rs:	P.each	Rs:
2		Supplying of Table for TO, ACCTT & S/E Superior Quality (MR)			
	3.00 Nos:		@Rs:	P.each	Rs:
3		Supplying of Revolving Chairs Superior Quality (MR)			
	3.00 Nos:		@Rs:	P.each	Rs:
4		Supplying of office Tables for Clerks Superior Quality (MR)			
	15.00 Nos:		@Rs:	P.each	Rs:
5		Supplying of office Chairs with arms for Clerks & other staff Superior Quality (MR)			
	60.00 Nos:		@Rs:	P.each	Rs:
6		Supplying of Chairs with arms for Chairman & V.Chairman Superior Quality (MR)			
	30.00 Nos:		@Rs:	P.each	Rs:
7		Supplying of File Racks Superior Quality (MR)			
	8.00 Nos:		@Rs:	P.each	Rs:
8		Supplying of Steel Almirahs Superior Quality (MR)			
	12.00 Nos:		@Rs:	P.each	Rs:
					<hr/>
					<b>Total: Rs:</b>
					<hr/>

Amount Total: (a)

-----% Above/ Below on the rates CSR

Amount to be added/ deducted  
on the basis of premium quoted  
Total: (b)

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

**Contractor**

**CHAIRMAN**  
Town Committee  
Nasirabad