

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

No: XEN (B) TC/G-55/365

of, 2017

Date: 13 -2-2017

NOTICE INVITING TENDERS

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

Sr. #	NAME OF SCHEME	Tender Cost in Million	Bid Securit y	Tender Fee	Completi on Period
1	Repair/Renovation of D.C.O Office Matiari District Matiari (Balance Work)	2.500	50,000	3000	12 Month
2	Constt: of Boundary wall Dargah Hamza Shah Banori U.C. Oderolal (Balance Work)	2.800	56,000	3000	12 Month
3	Construction of Deputy Commissioner House @ Matiari District Matiari (Balance Work)	5.000	100,000	3000	12 Month
4	Up Gradation of BHU Hala Old to level of A-Type RHC Taluka Hala (Main Building Balance Work)	2.800	56,000	3000	12 Month
5	Establishment of Community Information Technology Awareness Centre @ U.C Hala Old Taluka Hala (Main Building Balance Work)	3.000	60,000	3000	12 Month
6	Renovation of RHC Bhaledino Kaka, Taluka Saeedabad District Matiari (Compound Wall)	3.500	70,000	3000	12 Month
7	Renovation of Masoomia Mosque @ Qazi Mohalla Bhanote Taluka Hala District Matiari	2.000	40,000	3000	12 Months

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

PROGRAMME FOR ISSUE / RECEIPT AND OPENING OF TENDERS

Sr. No.	Particulars	1 st attempt	In case of Un-responded work (s) / Poor Response 2nd attempt
1.	Date of receipt of application and issuance of tenders from publication to closing date.	06-03-2017	21-03-2017
2.	Date of receipt of tenders (receipt of tenders upto 12Noon & shall be opened within 01 hour of the dead line).	06-03-2017	21-03-2017

Copy forwarded with complements to the

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

Executive Engineer
BUILDINGS DIVISION
Matiari



GOVERNMENT OF SINDH WORKS & SERVICES DEPARTMENT

Karachi dated the 91k November, 2013.

NOTIFICATION

No. E&A(W&S)3-9/91/2013(VoI-VIII): With the approval of competent authority, a Procurement Committee with the following composition, in terms of Rule-7 of Sindh Public Procurement Rules-2010, is hereby constituted for procurement of "Goods & Works" in the office of Executive Engineer, Buildings Division, Matiari excluding procurement involving foreign exchange with the following composition:-

i) Executive Engineer, Buildings Division, Matiari.

Chairman

ii) Executive Engineer,
Public Health Engineering Division, X
Matian.

Member

iii) Divisional Accounts Officer, Buildings Division, Matiari. Member

The Functions & Responsibilities of the Committee, in term of Rule-7 of SPPRA-2010, shall be as under:

a) Preparing of bidding documents.

b) Carrying out Technical as well as Financial Evaluation of the bids.

c) Preparing Evaluation report as provided in Rule-45;

 Making recommendation for the award of contract to the competent authority; and

e) Perform any other function ancillary and incidental to the above.

QAZI SHAHID PERVEZ SECRETARY TO GOVT. OF SINDH

No. E&A(W&S)3-9/91-2013(Vol-VIII)

Karachi dated the

November, 2013.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.

The Secretary to Govt. of Sindh, Public Health Engg. Department, Karachi.

The Managing Director, SPPRA, Karachi.

The Chief Engineer (Buildings/Highways), Hyderabad.

-5. The Chairman / Members of the Committee.

6. PS to Minister Works & Services Department.

7. PS to Secretary Works & Services Department.

8. PA to Additional Secretary (Tech), Works & Services Department.

9. The Deputy Secretary (Tech) Works & Services Department.

10. The Deputy Secretary (Admn), W&SD.

11. The Deputy Secretary Staff to Chief Secretary Sindh,

12. The Deputy Director, PM&E Cell, W&SD.

Notification file.

Hours

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

GOVERNMENT OF SINDY WORKS & SERVICES DEPARTMENT

Karachi, dated the 7th January, 2015.

CORRIGENDUM

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

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

QAZI SHAHID PERVEZ SECRETARY TO GOVT: OF SINDH

E&A(W&S)3-9/91-2014

Karachi dated the

January, 2015.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.

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

SECTION OFFICER (GENERAL)

FOR SECRETARY TO GOVT OF SINDH



OFFICE OF THE SUPERINTENDING ENGINEER WORKS AND SERVICES DEPARTMENT MATIARI

Office No. 022-2760044 Fax No. 022-2760049

No. AB/G-148/ 1378

Dated: 22/12/21/6.

To,

The Executive Engineer Highways,
The Executive Engineer Buildings,
Matiari.

SUBJECT:- CORRINGENDUM.

Please find enclosed herewith a copy of Corringendum No. E&A(W&S)3-9/91-13 dated 19-12-2016 received from Works and Services Department Government of Sindh Karachi regarding re-constituted Complaint Redressal Committee for information.

(HABIB-UR-REHMAN KAZI) SUPERINTENDINGENGINEER

1. Copy to Master File.

SUPERINTENDIN GENGINEER

12/12/2016 22/12/2016



GOVERNMENT OF SINDH WORKS & SERVICES DEPARTMENT

Karachi, dated the 19th December, 2016

CORRINGENDUM

No. E&A(W&S)3-9/91-13: In partial modification of this department's Notification dated: 05-01-2015. Complaint Redressal Committee with the following composition, in terms of Rule-31 of Sindh Public Procurement Rules-2010 (Amended 2013), is hereby re-constituted in the office of Executive Engineer, (Highways / Buildings) Division, Matiari:-

W.	Superintending Engineer (W&S), Matiari.	Chairman
	District Accounts Officer, Matiari	Member
3.	Atif Nazar Consultant Engineers Private Limited .	Member

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

AIJAZ AHMED MEMON SECRETARY TO GOVERNMENT OF SINDH

No. E&A(W&S)3-9/91-13

Karachi, dated the 19th December, 2016.

A copy is forwarded for information to:-

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

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

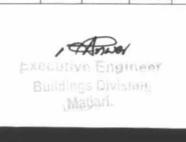
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ANNUAL DEVELOPMENT PROGRAMME (ADP) 2016-17 (Revised)

r.#	Discription of Procrument	Quantity (when	Estimate Unit	Estimate	Funds	Sources of Funds ADP /	Proposed Procrument		Timing of	Procrument		Remarks	
	Discription of Frontainess	applicsble)	Applicable)	Cost Total	Allocated	Non ADP	Method	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Kellill K3	
1	2	3		5	6	7	8		9)		10	
1	Construction of Government Dispensaries / MCH Center (6 Nos.) (Remaining Work)	-	-	2 000	Subject to Allocation & Release of Funds	District ADP	-do					Tenders are subject to Allocation & Release of Funds	
2	Up-Gradation of RHC Saeedabad to level of THQ Hospital Taluka Saeedabad District Matiari (Phase II)	-		1.000	do	District ADP	-do					do	
3	Rehabilitation / Renovation of Existing Taluka Hospital Matiari (W/S & S/F &Drainage)	-	-	1.000	do	District ADP	do					do	
4	Establishment of Trauma Center & Dialysis Unit in Taluka Hospital Matiari (W/S S/F, E.I & Drainage)	ē.	**	1.000	do	District ADP	-do					do	
5	Renovation of THQ Hospital Saeedabad Taluka Saeedabad District Matiari (Balance Work)		-	3.000	do	District ADP	do					do	
6	Construction of Standard MCH Center CUM Dispensary at Village Musafir Brohi Taluka Saeedabad District Matiari (Ext. Development)	**	2	0.100	do	District ADP	do					do	
7	Construction of Peads Ward @ Existing THQ Hospital Hala District Matiari (W/S S/F)	**	-	1.000	do	District ADP	do					do	
8	Up Gradation of BHU Hala Old to level of A-Type RHC Taluka Hala (Balance Work)	ŧ0	-	3.000	do	District ADP	do					do	
9	Construction of Dispnsary @ Shahpur Taluka & District Matiari (W/S S/F & Drainage)	***		0 500	do	District ADP	do					do	
10	Establishment of Community Information Technology Awareness Centre @ U.C Hala Old Taluka Hala (Balance Work)	200	2	4.000	do	District ADP	do					do	
11	Construction of Building for Taluka Mukhtiarkar & concerned offices @ Matiari District Matiari (W/S S/F & E.I Work)	99	н.	1.000	do	District ADP	do					do	
12	Construction of Office Building for Taluka Mukhtiarkar Hala District Matiari (F/Floor Work)	-	_	4.000	do	District ADP	do					do	
13	Construction of Musafirkhana i/c Lavatory Block & Renovation of Dargah Hazrat Faqir Noohthiani Taluka & District Matiari (W/S S/F & E.I Work)	100	-	1.000	do	District ADP	do					do	

Sr. #	Discription of Procrument	Quantity (when	Estimate Unit (Cost Where	Estimate	Funds	Sources of Funds ADP /	Proposed Procrument		Timing of	Procrument		Remarks
31. #	Disciplion of Floridien	applicsble)	Applicable)	Cost Total	Allocated	Non ADP	Method	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Remarks
1	2	3	4	5	6	7	8		9		10	
14	R/Rehbl: of Deputy District Officer (Revenue) Office & Mukhtairkar Office Taluka Hala. (Scheme Under Revision) & Repair/Renovation of Makhdoom Mohammd Zaman Talib-ul-Moula Imam Bargah (Karbalae-Moula) Main City Hala	-	-	1.000	do	District ADP	do					do
15	Repair/Renovation of D.C.O Office Matiari District Matiari (Balance Work)	-	-	2.000	do	District ADP	do					do
16.	Constt: of Makhdoom Muhammad Zaman Talib-ul- Moula Auditorium Hall @ Saeedabad Taluka Saeedabad District Matiari (Phase II) (Balance	**	040	5 000	do	District ADP	do					do
17	Constructtion of Deputy Commissioner House @ Matiari District Matiari (E.I Work)	-	(44)	1 000	do	District ADP	do					do
18	Construction of Offices on First Floor Group Offices Works & Services of District Complex Matiari (Balance Work)	ew.		5 000	do	District ADP	do					do
19	Renovation of Mosque @ village Hyder Shah U.C Faqeer Nohthiani Taluka & District Matiari (Balance Work)	-	-	1 700	do	District ADP	do					do
20	Construction of Residance House for Assistant Commissioner Matiari / New Sacedabad District Matiari & Construction of C/Wall @ Revenue Rest House Bhitshah (M/Building Sacedabad)	44	(tear)	5 000	do	District ADP	do					do
21	Construction of Disposal work & Surface Drains Makhdoom Muhalla Urban Drainage Schemes Hala Taluka Hala District Matiari (Balance Work)	-99-	1275	5.000	do	District ADP	do					do
	New ADP 2016-17											
22	Renovation of RHC Bhaledino Kaka,Taluka Saeedabad. (Right Wing)	***	99	5.000	do	District ADP	do					-do-
23	Construction of Canteen , Waiting Room, Staff room and Furniture for District Council Office / Council hall.	- 54		4 500	do	District ADP	do					do
24	M&R Camp Office Deputy Commissioner Office Matiari (Under Ground Tank & Lavatory)			0.500	do	District M&R	do					do
25	M&R Circuit House Matiari			0.500	do	District M&R	do					do

Sr. #	Discription of Procrument	Quantity	Estimate Unit (Cost Where	Estimate	Funds	Sources of	Proposed		Timing of I	Procrument		n 1	
r. #	Discription of Procrument	(when applicable)	Applicable)	Cost Total	Allocated	Funds ADP / Non ADP	Procrument Method	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Remarks	
1	2	3	4	5	6	7	8		9			10	
26	M&R To Building of THQ Hospital Hala (Compound Wall)			0.500	do	District M&R	do					do	
27	M&R To Building of THQ Hospital Hala (External Development)			0.500	do	District M&R	do					do	
28	M&R To Building of Veterinary Center Allied Building Matiari			0.500	do	District M&R	do					do	
29	M&R To Building of Veterinary Center Allied Building Matiari (Election Commission Building)			0.500	do	District M&R	do					do	
30	M&R To Residential Building of Veterinary Staff Hala		-1	0 400	do	District M&R	do					do	
31	Repair/Renovation of D.C.O Office Matiari District Matiari (Balance Work)	-	H)	2 500	do	District ADP	do					do	
32	Constt: of Boundary wall Dargah Hamza Shah Banori U.C. Oderolal (Balance Work)	**	-	2 800	do	District ADP	do					do	
33	Construction of Deputy Commissioner House @ Matiari District Matiari (Balance Work)	-	-	5 000	do	District ADP	do					do	
34	Up Gradation of BHU Hala Old to level of A-Type RHC Taluka Hala (Main Building Balance Work)	(AR)	-	2,800	do	District ADP	do					do	
35	Establishment of Community Information Technology Awareness Centre @ U.C Hala Old Taluka Hala (Main Building Balance Work)	**	-	3.000	do	District ADP	do					do	
36	Renovation of RHC Bhaledino Kaka, Taluka Saeedabad District Matiari (Compound Wall)	(77)		3,500	do	District ADP	do					do	
37	Renovation of Masoomia Mosque @ Qazi Mohalla Bhanote Taluka Hala District Matiari	-44	-	2.000	do	District ADP	do					do	



SPAN BIDDING DOCUMENTS

Sr. No: 01

Name of Work:

Repair / Renovation of D.C.O Office Matiari District Matiari (Balance Work)

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

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

BIDDING DATA

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

a)	Name of Procuring Agency	Executive Engineer, Buildings Division, Matiari
b)	Brief Description of Works	Repair / Renovation of D.C.O Office Matiari District Matiari (Balance Work)
c)	Procuring Agency's Address	Executive Engineer, Buildings Division @ Government Degree College Matiari
d)	Estimated Cost	Rs. 2.500 (M)
e)	Amount of Bid Security	Rs. 50000/-
f)	Period of Bid Validity (Days)	(90 Days)
g)	Security Deposit (I/c Bid Security)	(05%)
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)
i)	Deadline for Submission of Bids along with time	(1:00 P.M)
j)	Venue, Time, and Date of Bid Opening	(2:00 P.M)
k)	Time for Completion from written order of commence	12 Months
l)	Liquidity damages	(01% on estimated cost)
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. #, Date Rs/- (Rupees)

Executive Engineer Buildings Division Matiari

Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari General Rules and Directions for the Guidance of Contractors

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

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

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and "Executive Engineer, Buildings Division, Matiari" and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and 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.
- The "Executive Engineer, Buildings Division, Matiari" shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.
- 6. All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Executive Engineer, Buildings Division, Matiari.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Executive Engineer, Buildings Division, Matiari will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 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.

Conditions of Contract

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the 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 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) Executive Engineer, Buildings Division, Matiari may terminate the contract if either of the following conditions exits:
 - i) Contractor causes a breach of any clause of the Contract.
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer, Buildings Division, Matiari has power to adopt any of the following courses as may deem fit:-
 - To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Executive Engineer, Buildings Division, Matiari, the contractor shall have:-
 - No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Executive Engineer, Buildings Division, Matiari/Engineer may invite fresh bids for remaining work.
- Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.
- Clause –5: Extension of Intended Completion Date. The Executive Engineer, Buildings Division, Matiari either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.
- Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a

part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. The Engineer /Executive Engineer, Buildings Division, Matiari shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.
- Clause 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-incharge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Executive Engineer, Buildings Division, Matiari has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-incharge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound

materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.
- Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.
- Clause 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the

meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

Contractor

Divisional Accounts Officer

Buildings Division

Matiari

Executive Engineer
Buildings Division
Matiari

BILL OF QUANTITIES

Name of Work:- Repair / Renovation of Old D.C.O office Matiari Taluka & District Matiari (Balance Work)

S# (A) Description and rate of Items based on Composite Schedule of Rates. Amount in Unit Descripition of item to be executed as site RATE Item No. Quantities Rupees 1186.0 Excavation in foundation of building, bridges and other 3176.25 %0 Cft 3,767 1 structure including deg belling, dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet. (b) In ordinary soil. (S.I.# 18/P-4) 9416.28 % Cft 105,368 2 1119.00 Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 (S.I.NO:4/(b)P-15) 337 P.Cft 3 130.00 R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately . This rate also i/c all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C. work in roof slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects, ratio 1:2:4.(S.I.NO: 6/P-16) 15.00 Fabrication of mild steel reinforcement for cement concrete 5,001.70 P.Cwt 4 including cutting, bending laying in position making joints & fastening i/c cost of binding wire & also i/c removal of rust from bars. (S.I.NO.8/P-17) 11948.36 % Cft 111,120 930.00 Pacca brick work in foundation & plinth in cement sand 5 mortar ratio 1:6 (S.I.NO: 4/P-20) 1141.25 P.Rft 34,991 6 3066.00 Supplying and filling sand under floor & plugging in walls. (S.I.NO:29/P-26) 14429.25 % Sft 7 164.00 Cement concrete plain 1:2:4 i/c placing compacting, 23.664 finishing and curing complete (i/c screening and washing of stone aggregate without shuttering. (S.I No. 5/P-16) 240.50 % Sft 22,367 93.00 Providing and fixing G.I Frames / Choukhats of size 7"x 2" 8 or 4 1/2" x 3 for Window using 20 guage G.I Sheet I.C welded hinges and fixing at site with necessary hold fasts.filling with cement sand slurry of ratio 1:6 and repairing the jambs, the cost also i.c all carriage, tools and plants used in making and fixing (S.I.No. 28 P.No 93) 27747.06 % Sft 42.00 11,654 Laying floor of approved coloured glazed tiles 1/4" thick laid in white cement & 1:2 pigment on a bed of 3/4" thick cement mortar 1:2 (S.I No. 25/P-43) Glazed tiles dado 1/4" thick laid in pigment over 1:2 cement 201.00 28299.30 P. Sft 56,882 10 sand mortar 3/4" thick i/c finishing. (S.I.NO: 38/P-45) 11 875.00 Coloured Cement Tiles Pattern 8"x8"x3/4" approved Dark 10962.34 P. Sft 95,920 shade laid flat in 1:2 cement mortar over 3/4" bedding S.I P/fixing iron steel grill solid square bars of size 1/2" x 1/2" 194.16 P. Sft 60.190 12 310.00 placed at 4" I/c and frame of flate iron patti of 3/4" x 3/4" I/c circle shape at 1-0 apart equivalent fitted with screws and pins I/c painting 3-coats with 1st coat of red oxide paint etc. (S.I.NO: 30/P-94)

SPAN BIDDING DOCUMENTS

Sr. No: 02

Name of Work:

<u>Construction of Boundary Wall Dargah Hamza Shah Banori U.C</u> <u>Oderolal (Balance Work)</u>

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

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

BIDDING DATA

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

a)	Name of Procuring Agency	Executive Engineer, Buildings Division, Matiari
b)	Brief Description of Works	Construction of Boundary Wall Dargah Hamza Shah Banori U.C Oderolal (Balance Work)
c)	Procuring Agency's Address	Executive Engineer, Buildings Division @ Government Degree College Matiari
d)	Estimated Cost	Rs. 2.800 (M)
e)	Amount of Bid Security	Rs. 56000/-
f)	Period of Bid Validity (Days)	(90 Days)
g)	Security Deposit (I/c Bid Security)	(05%)
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)
i)	Deadline for Submission of Bids along with time	(1:00 P.M)
j)	Venue, Time, and Date of Bid Opening	(2:00 P.M)
k)	Time for Completion from written order of commence	12 Months
l)	Liquidity damages	(01% on estimated cost)
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. #, Date Rs/-
		(Rupees)

Executive Engineer
Buildings Division
Matiari

<u>Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari General Rules and Directions for the Guidance of Contractors</u>

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

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

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

- All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and "Executive Engineer, Buildings Division, Matiari" and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- 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.
- The "Executive Engineer, Buildings Division, Matiari" shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.
- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Executive Engineer, Buildings Division, Matiari.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Executive Engineer, Buildings Division, Matiari will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- Bid without bid security of required amount and prescribed form shall be rejected.
- 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.

Conditions of Contract

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the 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 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) Executive Engineer, Buildings Division, Matiari may terminate the contract if either of the following conditions exits:-
 - Contractor causes a breach of any clause of the Contract.
 - ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer, Buildings Division, Matiari has power to adopt any of the following courses as may deem fit:
 - i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Executive Engineer, Buildings Division, Matiari, the contractor shall have:-
 - No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Executive Engineer, Buildings Division, Matiari/Engineer may invite fresh bids for remaining work.

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

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

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a

part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. The Engineer /Executive Engineer, Buildings Division, Matiari shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.
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- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
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- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-incharge 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.
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(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound

materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

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- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

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- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.
- Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.
- Clause 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the

meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance Payment.

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

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

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

Contractor

Divisional Accounts Officer

Buildings Division

Matiari

Executive Engineer

Buildings Division

Matiari

BILL OF QUANTITIES

Name of Work:- Construction of Boundary Wall Dargah Hamza Shah Banori U.C Oderolal (Balance Work)

Item No.	Quantities		RATE	Unit	Amount in Rupees
1	3504.00	Excavation in foundation of building, bridges & other structures I/c degbelling, dressing, refilling around structure with excavated earth watering & ramming lead up to 5 feet. (b) In ordinary soil. (S.INo:18(b)/P-4)	3176.25	% 0Cft	11,130
2	828.00	Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 (S.I.NO:4/P-15)	9416.28	% Sft	77,967
3	1680.00	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately .This rate also i/c all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C. work in roof slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects. ratio 1:2:4.(S.I.NO: 6/P-16)	337.00	P.Cft	566,160
4	67.00	Fabrication of mild steel reinforcement for cement concrete I/c cutting bending laying in position making joints and fastenings I/c cost of binding wire also includes removal of rust from bars Tor Steel (S.I. No: 8 b/P-17)	5001.70	P.Cwt	335,114
5	2910.00	Pucca brick work in foundation & plinth ratio 1:6.(S.1 No. 4/P-20)	11948.36	% Cft	347,697
6	2748.00	Pacca brick work in other than building i/c striking of joints up to 20	12346.65	% Cft	339,286
7	12540.00	Applying floating coat of cement 1/32" thick. (S.I.NO: 14/P-53)	660.00	% Sft	82,764
8	12540.00	Cement Plaster 1:2 up to 12' height, 1/6" thick (S.I No.11 /P-52)	2206.60	% Sft	276,708
9	12540.00	Cement Plaster 1:4 up to 12' height, 3/8" thick (S.I No.11 /P-52)	2197.52	% Sft	275,569
10	660	Providing and Fixing angle iron vertical plsts for barbed wire fencing of Size 2" x 2" 1/4" embeded in R.C.C / Masonary pillars i./c making cuts / Holders @ 12" i/c fixing in pillers by chiseling and filling with cement sand Mortar, saprining & Fininshing the surface (S.I.No. 8 P. 94).	169	% Lft	1,117
11	12540.00	Primary coat of chalk under distemper (S.I No. 23 /P- 54)	442.75	% Sft	55,521
12	12540.00	Distempering 3 Coats (S.1 No: 24/P-54)	1043.90	% Sft	130,905
	1		Total		2,499,937

% above / below on the rates of CSR/-	Amount to be added /deducted on the basis of premium quoted TOTAL
Total (A) = in words & figures :	

Contractor

Note:- Any omissionerror if occurs will be corrected.

EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI

SRA BIDDING DOCUMENTS

Sr. No: 03

Name of Work:

<u>Construction of Deputy Commissioner House @ Matiari Dsitrict</u> <u>Matiari (Balance Work)</u>

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

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

BIDDING DATA

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

a)	Name of Procuring Agency	Executive Engineer,
		Buildings Division, Matiari
b)	Brief Description of Works	Construction of Deputy Commissioner House (a) Matiari District Matiari (Balance Work)
c)	Procuring Agency's Address	Executive Engineer, Buildings Division (a) Government Degree College Matiari
d)	Estimated Cost	Rs. 5.000 (M)
e)	Amount of Bid Security	Rs. 50000/-
f)	Period of Bid Validity (Days)	(90 Days)
g)	Security Deposit (I/c Bid Security)	(05%)
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)
i)	Deadline for Submission of Bids along with time	(1:00 P.M)
j)	Venue, Time, and Date of Bid Opening	(2:00 P.M)
k)	Time for Completion from written order of commence	12 Months
1)	Liquidity damages	(01% on estimated cost)
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. #, Date Rs/-
		(Rupees)

Executive Engineer Buildings Division
Matiari

<u>Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari General Rules</u> and Directions for the Guidance of Contractors

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

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

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

- 1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and "Executive Engineer, Buildings Division, Matiari" and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 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.
- The "Executive Engineer, Buildings Division, Matiari" shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.
- 6. All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Executive Engineer, Buildings Division, Matiari.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Executive Engineer, Buildings Division, Matiari will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - a) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - b) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the 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 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) Executive Engineer, Buildings Division, Matiari may terminate the contract if either of the following conditions exits:
 - 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;
 - In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer, Buildings Division, Matiari has power to adopt any of the following courses as may deem fit:-
 - To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Executive Engineer, Buildings Division, Matiari, the contractor shall have:-
 - No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Executive Engineer, Buildings Division, Matiari/Engineer may invite fresh bids for remaining work.
- Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.
- Clause –5: Extension of Intended Completion Date. The Executive Engineer, Buildings Division, Matiari either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.
- Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a

part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. The Engineer /Executive Engineer, Buildings Division, Matiari shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.
- Clause 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-incharge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Executive Engineer, Buildings Division, Matiari has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-incharge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound

materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations:
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.
- Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.
- Clause 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the

meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance Payment.

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

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

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

Contractor

Divisional Accounts Officer

Buildings Division

Matiari

Executive Engineer
Buildings Division
Matiari

BILL OF QUANTITIES

Name of Work:- Co

<u>CONSTRUCTION OF DEPUTY COMMISSIONER HOUSE @ MATIARI DISTRICT MATIARI (BALANCE WORK)</u>

Item No.	Quantities	Descripition of item to be executed as site	RATE	Unit	Amount in Rupees
1	1851.0	Reinforced Cement Concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C.work in roof slab, beams, columns, rafts, lintels and other structural members laid in situ or precast laid in position complete in all respect.Ratio 1:2:4. (S.I.# 6-a/P-18)	349.10	P.Cft	646,184
2	90.90	Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position making joints and fastenings including cost of binding wire (also removal of rust from bars.) (S.I.# 7/P-20)	5152.95	P.Cwt	468,389
3	6977.00	Cement concrete plain 1:3:6 i/c placing compacting, finishing and curing complete (i/c screening and washing of stone aggregate without shuttering. (S.I No. 5/P-16)	12,595	% Cft	878,753
4	2441.30	Pacca brick work in FIRST FLOOR in cement sand mortar 1:6 (S.I.# 5/P-25)	13,112.99	% Cft	320,127
5	7510.25	Cement plaster 1/2" thick, ratio 1:6 upto 20' height.(S.I.# 13/P-58)	2206.60	% Sft	165,721
6	7510.25	Cement plaster 3/8" thick, ratio 1:4 upto 20' height.(S.I.# 11/P-58)	2197.52	% Sft	165,039
7	322.00	First class deodar wood wrought joinery work in wire gauze door and windows with 22 S.W.G. galvanized wire guaze 144 mesh per square inch iron fitings complete. S.I No.14(b) P-59	562.98	P.Sft	181,280
			Total		2,825,493

% above / below on the rates of CSR	 Amount to be added /deducted on the basis of
Total (A) = in words & figures :	

Contractor

Note:- Any omissionerror if occurs will be corrected.

EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI

Item No.	Quantities	Descripition of item to be executed as site	RATE	Unit	Amount in Rupees
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BILL OF QUANTITIES

Name of Work:-

CONSTRUCTION OF DEPUTY COMMISSIONER HOUSE @ MATIARI DISTRICT MATIARI (BALANCE WORK)

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

S.#	QUANTITY	DESCRIPTION	Rate	UNIT
		NON SCHEDULE ITEMS.		
1 1470.0	Providing & Laying Master granite tiles fully glazed finish jointed in white		P.Sft	
		cement and laid over 1:2 grey cement sand morter 3/4" thick in/c finishing		
		& filling of joint with slury of white cement or tile grout in desired shap in/c		
2	1162.0	cutting of tiles to proper profile (on floor or facing) size 24"x24"x1/4" RA Providing & Laying Master granite tiles fully glazed finish jointed in white		P.Sft
		cement and laid over 1:2 grey cement sand morter 3/4" thick in/c finishing		
		& filling of joint with slury of white cement or tile grout in desired shap in/c		
		cutting of tiles to proper profile (on floor or facing) size 15"x10"x1/4" RA		
3	481.0	P/F 1- 3/4 " Thick Ist Class Deodar Wood door of specific design having		P.Sft
		grooves fine finshed with rotar carving work (embosed and engraved) fixed		
		in position i/c chawkhats hold fast hold draft bars lower bolts chocks, cleats		
		etc complete.		

Total

Total "B" in Words & Figuers

Contractor

Note - Any omission error if occurs will be corrected.

EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI

SPAN BIDDING DOCUMENTS

Sr. No: 04

Name of Work:

<u>Up-Gradation of B.H.U Hala Old to Level of A Type R.H.C Taluak</u> Hala (Main Building Balance Work)

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS

(For Contracts (Medium) from Rs. 2.5 to 50.0 Million)

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

BIDDING DATA

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

a)	Name of Procuring Agency	Executive Engineer,		
		Buildings Division, Matiari		
b)	Brief Description of Works	Up-Gradation of B.H.U Hala Old to Level of A Type R.H.C Taluak Hala (Main Building Balany		
c)	Procuring Agency's Address	Work) Executive Engineer, Buildings Division @ Government Degree College Matiari		
d)	Estimated Cost	Rs. 2.800 (M)		
e)	Amount of Bid Security	Rs. 56000/-		
f)	Period of Bid Validity (Days)	(90 Days)		
g)	Security Deposit (I/c Bid Security)	(05%)		
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)		
i)	Deadline for Submission of Bids along with time			
j)	Venue, Time, and Date of Bid Opening	(2:00 P.M)		
k)	Time for Completion from written order of commence	12 Months		
I)	Liquidity damages	(01% on estimated cost)		
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. #, Date Rs/-		
		(Rupees)		

Executive Engineer Buildings Division Matiari

<u>Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari General Rules</u> and Directions for the Guidance of Contractors

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

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

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

- All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and "Executive Engineer, Buildings Division, Matiari" and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 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.
- 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.
- The "Executive Engineer, Buildings Division, Matiari" shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.
- 6. All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Executive Engineer, Buildings Division, Matiari.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Executive Engineer, Buildings Division, Matiari will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:
 - a) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - b) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

Conditions of Contract

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the 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 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) Executive Engineer, Buildings Division, Matiari may terminate the contract if either of the following conditions exits:
 - 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;
 - In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer, Buildings Division, Matiari has power to adopt any of the following courses as may deem fit:
 - i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Executive Engineer, Buildings Division, Matiari, the contractor shall have:-
 - No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Executive Engineer, Buildings Division, Matiari/Engineer may invite fresh bids for remaining work.

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

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

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a

part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. The Engineer /Executive Engineer, Buildings Division, Matiari shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.
- **(B)** The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.
- Clause 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-incharge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Executive Engineer, Buildings Division, Matiari has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-incharge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- **(F)** Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound

materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.
- Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.
- Clause 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the

meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

Contractor

Divisional Accounts Officer

Buildings Division

Matiari

Executive Engineer
Buildings Division
Matiari

BILL OF QUANTITIES

Name of Work:- Up-Gradation of B.H.U Hala Old to Level of A-Type R.H.C Taluka Hala (Main Building Balance Work).

Item No.	Quantities	Descripition of item to be executed as site	RATE	Unit	Amount in Rupees
1	188.00	Excavation in foundation of building, bridges & other structures 1/c degbelling, dressing, refilling around structure with excavated earth watering & ramming lead up to 5 feet. (b) In ordinary soil. (S.I No:18(b)/P-4)	3,176.25	% 0Cft	597
2	47.00	Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 (S.I.NO:4/P-14)	9,416.28	% Cft	4,426
3	185.00	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also i/c all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C. work in roof slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects. ratio 1:2:4.(S.I.NO: 6/P-16)	337.00	P.Cft	62,345
4	7.43	Fabrication of mild steel reinforcement for cement concrete including cutting, bending laying in position making joints & fastening i/c cost of binding wire & also i/c removal of rust from bars. (S.I.NO.8/P-17)	5,001.70	P.Cwt	37,163
5	282.00	Pacca brick work in other than building i/c striking of joints up to 20 feet height in cement sand ratio 1:6 (S.I No. 7/P-22)	12,346.65	% Cft	34,818
6	3300.0	Applying floating coat of cement 1/32" thick. (S.I.NO: 14/P-53)	660.00	% Sft	21,780
7	1000.0	Providing and Fixing angle iron vertical plsts for barbed wire fencing of Size 2" x 2" 1/4" embeded in R.C.C / Masonary pillars i./c making cuts / Holders @ 12" i/c fixing in pillers by chiseling and filling with cement sand Mortar, saprining & Fininshing the surface (S.I.No. 8 P. 94).	169.18	P.Rft	169,180
8	25.0	First class deodar wood wrought joinery in doors & windows etc fixed in position i/c chowkhat, holds fasts, hinges, iron tower bolts, chocks, cleats, handles and cords with hooks etc. Deodar panelled or panelled glazed or fully glazed 1-3/4" thick.(S.I.NO:7(b)/P-58	902.93	P.Sft	22,573
9	158.00	S/Fixing in position Aluminium channels framing for hinges DOORS of Alcop made with 5mm thick tinted glass glazing (Belgium) & Alpha (Japan) locks i/c handles, stoppers etc (S.I. No: 83/P-108)	1507.66	P.Sft	238,210
10	4462.00	Cement plaster 1: 6 up to 12' height, 1/2" thick (S.I No.13 /P-52)	2,206.60	% Sft	98,458
11	4462.00	Cement Plaster 1:4 up to 12' height, 3/8" thick (S.I No.11 /P-52)	2,197.52	% Sft	98,053
12	42.00	Laying floor of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete (S.I No.24/P-43)	27678.86	% Sft	11,625
13	136.00	Laying white Marble flooring fine dressed on the surface without winding set in lime mortar 1:2 i/c rubbing & polishing of the joints (a) 3/4" thick flooring. (S.I.NO:28(a)/P-43)	567.48	P.Sft	77,177
14	156.00	White glazed tiles 1/4" thick dado jointed in white cement & laid over 1:2 cement sand motor 3/4" thick i/c finishing (S.I No. 37/P-45)	28253.61	% Sft	44,076
15	13836.00	Applying chemical polishing on extisting mosaic /Marble /dado i/c clening, grinding, with with corboandum stone /sand paper and appling chemical polish as per requirment. (S.I.No 70./P-49)	36.60	P.Sft	506,398
16	18298.00	Primary coat of chalk under distemper (S.I No. 23 /P- 54)	442.75	% Sft	81,014
17	18298.00	Distempering. (S.I No: 24/P-54)	1079.65	% Sft	197,554

Item No.	Quantities	Descripition of item to be executed as site	RATE	Unit	Amount in Rupees
18	26511.00	Preparing the surface and painting with Matt Finish i/c rubbing the surface with Bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3-coats with matt finish of approved make etc: complete. (New surface). (S.I.NO: 36/P- 55)	3444.38	% Sft	913,140
19	14000.00	Preparing the surface & painting with WEATHER-COAT 1/c rubbing the surface with rubbing bricks / sand paper filling the voids with chalk / plaster of paris & then painting with weather coat of approved make. (3-coats) (S.I.NO: 38/P-56)	1498.48	% Sft	209,787
20	168.00	Painting NEW surface, painting corrugated surface patent roofing etc with oil paint.(S.I.NO:5/P-68)	2116.41	% Sft	3,556
			Total		2,831,930

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

Contractor
Note:- Any omissionerror if occurs will be corrected.

EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI

SPAN BIDDING DOCUMENTS

Sr. No: 05

Name of Work:

Establishment of Community Information Technology Awareness
Centre @ U.C Hala Old Taluka Hala (Main Building Balance
Work)

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

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

BIDDING DATA

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

a)	Name of Procuring Agency	Executive Engineer, Buildings Division, Matiari
b)	Brief Description of Works	Establishment of Community Information Technology Awareness Centre @ U.C Hala Old Taluka Hala (Main Building Balance Work)
c)	Procuring Agency's Address	Executive Engineer, Buildings Division @ Government Degree College Matiari
d)	Estimated Cost	Rs. 3.000 (M)
e)	Amount of Bid Security	Rs. 60000/-
f)	Period of Bid Validity (Days)	(90 Days)
g)	Security Deposit (I/c Bid Security)	(05%)
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)
i)	Deadline for Submission of Bids along with time	(1:00 P.M)
j)	Venue, Time, and Date of Bid Opening	(2:00 P.M)
k)	Time for Completion from written order of commence	12 Months
1)	Liquidity damages	(01% on estimated cost)
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. #, Date Rs/- (Rupees)

Executive Engineer Buildings Division Matiari

Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari General Rules and Directions for the Guidance of Contractors

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- All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and "Executive Engineer, Buildings Division, Matiari" and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- 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.
- The "Executive Engineer, Buildings Division, Matiari" shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.
- 6. All works shall be measured by standard instruments according to the rules.
- 7. Bidders shall provide evidence of their eligibility as and when requested by the Executive Engineer, Buildings Division, Matiari.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Executive Engineer, Buildings Division, Matiari will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- 10. Bid without bid security of required amount and prescribed form shall be rejected.
- 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.

Conditions of Contract

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the 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 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) Executive Engineer, Buildings Division, Matiari may terminate the contract if either of the following conditions exits:
 - 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;
 - In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer, Buildings Division, Matiari has power to adopt any of the following courses as may deem fit:
 - i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Executive Engineer, Buildings Division, Matiari, the contractor shall have:-
 - No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Executive Engineer, Buildings Division, Matiari/Engineer may invite fresh bids for remaining work.
- Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.
- Clause –5: Extension of Intended Completion Date. The Executive Engineer, Buildings Division, Matiari either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.
- Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a

part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. The Engineer /Executive Engineer, Buildings Division, Matiari shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.
- (B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.
- Clause 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-incharge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Executive Engineer, Buildings Division, Matiari has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-incharge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound

materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations:
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.
- Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.
- Clause 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the

meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

Contractor

Divisional Accounts Officer

Buildings Division

Matiari

Executive Engineer Buildings Division Matiari

BILL OF QUANTITIES

Name of Work:- Establishment of Community Information Technology Awareness Centre @ U.C Hala Old
Taluka Hala (Main Building Balance Work)

(A) Description and rate of Items based on Composite Schedule of Rates. S# Amount in RATE Unit **Ouantities** Descripition of item to be executed as site Item No. Rupees 902.93 30.0 1st Class deodar wood wrought, joinery in doors and windows etc fixed P.Sft 27,088 in position i/c chowkats hold fasts hinges iron tower bolts chowks Cleats handless and cords with hooks, etc Deodar panelled or panelled and glazzed or fully glazed (b) 1.3/4" thick (Only Shutters) (S.I.No. 7 (b) P.65) Pacca brick work in foundation and plinth in cement sand mortar 1:6. 12346.65 % Cft 74,080 2 600.00 (S.I. No: 4e/P-20) 3 Providing & fixing 3/8" thick marble tiles of approved quality and P.Sft 576,560 1016.00 567.48 colour shade size 8" x 4" / 6" x 4" in dado skiriting and facing removal tucking of existing plaster surface etc over 1/2" thick base of cement mortar 1:3 setting of tiles in slurry of white cement over mortar base including filling the joins and washing the tiles with white cement slurry, curring to finishing cleaning and polishing etc complete. (i) For New Works (S.I.NO. 68.(i) P / 55) 47,440 255.00 P/Fixing 3/8" thick marble tiles of approved quality & colour & shade P.Sft 186.04 4 size (8" x 4" / 6" x 4") in dado skirting & facing removal tucking of existing plaster surface etc. over 1/2" thick base of cement mortar 1:3 setting of tiles in slury of white cement over mortar base i/c filling the joints and washing the tiles with white cement slury, curing, finishing, cleaning & polishing etc. complete. (1) For new works. (S.I.NO:68(i)/P-48) Galvanized wire gauze fixed to chowkhats with 3/4" deodar wooden 1080.00 190.72 P.Sft 205,978 5 strips &screws.(S.I.NO:14(d)/P-60) 2400.00 2206.60 % Sft 52,958 6 Cement Plaster 1:6 upto 12 ft height 1/2" thick (S.1. No: 13 b/P-52) 2400.00 2197.52 % Sft 52,740 Cement palster 3/8" thick up to 12 ft height (1:4). (S.I. No: 13 b/P-52) 442.75 % Sft 131,771 8 29762.00 Priming coat of chalk under distumber. (S.I.No. 23 P.58) 29762.00 Distempering. (S.I No: 24/P-54) 1043.90 % Sft 310,686 9 10 365.00 Painting NEW surfaces, painting of Door & Window any type i/c edge. 1489.96 % Sft 5.438 S I NO: 5/P-68) 552.065 16028.00 Preparing the surface and painting with Matt Finish i/c rubbing the 3444.38 % Sft 11 surface with Bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3-coats with matt finish of approved make etc: complete. (New surface). (S.I.NO: 36/P-55) 127,206 12 8489.00 Preparing the surface & painting with WEATHER-COAT 1/c rubbing 1498.48 % Sft the surface with rubbing bricks / sand paper filling the voids with chalk / plaster of paris & then painting with weather coat of approved make. (3-coats) (S.I.NO: 38/P-56) Applying chemical polishing on extisting mosaic /Marble /dado 7804.00 36.60 P.Sft 285,626 13 i/c clening, grinding, with with corboandum stone /sand paper and appling chemical polish as per requirment. (S.I.No 70./P-49)

Item No.	Quantities	Descripition of item to be executed as site	RATE	Unit	Amount in Rupees
14		P/laying "HALA" or pattern tiles glazed 6" x 6" x 1/4" on floor or wall facing in required color pattern of STILE specification jointed in white cement & pigment over a base of 1:2 grey cement mortar 3/4" thick I/c washing & filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile (S.I No.61/P-47)		% Sft	47,652
		The state of the s	Total		2,497,288

% above / below on the rates of CSR	/-	Amount to be added /deducted on the basis of
Total (A) = in words & figures :		
7		

Contractor

Note:- Any omissionerror if occurs will be corrected.

EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI Name of Work:- Establishment of Community Information Technology Awareness Centre @ U.C Hala Old
Taluka Hala (Main Building Balance Work)

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

QUANTIT	DESCRIPTION	Rate	UNIT	Amount in Rupees
	size i/c 3/8" arrowis @ 4" Centre to Centre i/c hold fastening and paintig 3		P.Rft	
Total "B" i	n Words & Figuers	Total		
П			600.0 P/F Fencing (Arrowis) on Compound Wall fixed with Iron steel pati 3/4"x 1/4" size i/c 3/8" arrowis @ 4" Centre to Centre i/c hold fastening and paintig 3 Coats with First Coat of redoxide etc complete (R.A) Total	600.0 P/F Fencing (Arrowis) on Compound Wall fixed with Iron steel pati 3/4"x 1/4" size i/c 3/8" arrowis @ 4" Centre to Centre i/c hold fastening and paintig 3 Coats with First Coat of redoxide etc complete (R.A)

Contractor

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EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI

SPAR BIDDING DOCUMENTS

Sr. No: 06

Name of Work:

Renovation of RHC Bhaledino Kaka Taluka Sacedabad District

Matiari (Compound Wall)

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

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

BIDDING DATA

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

a)	Name of Procuring Agency	Executive Engineer,
		Buildings Division, Matiari
b)	Brief Description of Works	Renovation of RHC Bhaledino Kaka Taluka Saeedabad District Matiari (Compound Wall)
c)	Procuring Agency's Address	Executive Engineer, Buildings Division @ Government Degree College Matiari
d)	Estimated Cost	Rs. 3.500(M)
e)	Amount of Bid Security	Rs. 70000/-
Ŋ	Period of Bid Validity (Days)	(90 Days)
g)	Security Deposit (I/c Bid Security)	(05%)
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)
i)	Deadline for Submission of Bids along with time	(1:00 P.M)
j)	Venue, Time, and Date of Bid Opening	(2:00 P.M)
k)	Time for Completion from written order of commence	12 Months
I)	Liquidity damages	(01% on estimated cost)
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. #, Date Rs/-
		(Rupees)

Executive Engineer
Buildings Division
Matiari

<u>Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari General Rules</u> and Directions for the Guidance of Contractors

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

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

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

- All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and "Executive Engineer, Buildings Division, Matiari" and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
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- The "Executive Engineer, Buildings Division, Matiari" shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.
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- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
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- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
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 - b) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

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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 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.

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- (A) Executive Engineer, Buildings Division, Matiari may terminate the contract if either of the following conditions exits:
 - 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;
 - In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer, Buildings Division, Matiari has power to adopt any of the following courses as may deem fit:
 - i) To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Executive Engineer, Buildings Division, Matiari, the contractor shall have:-
 - No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid. Executive Engineer, Buildings Division, Matiari/Engineer may invite fresh bids for remaining work.

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

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

Clause -6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a

part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause - 7: Payments.

- (A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. The Engineer /Executive Engineer, Buildings Division, Matiari shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.
- (B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.
- Clause 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-incharge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- **(B)** Contractor shall not perform a variation until the Executive Engineer, Buildings Division, Matiari has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-incharge 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.
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- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound

materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.
- Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.
- Clause 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the

meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

Contractor

Divisional Accounts Officer

Buildings Division

Matiari

Executive Engineer
Buildings Division
Matiari

BILL OF QUANTITIES

Name of Work:- Ronovation of R.H.C Bhaledino Kaka Taluka Saeedabad District Matiari (Compound Wall)

tem	Quantities	Descripition of item to be executed as site	RATE	Unit	Amount in Rupees
1	4672.00	Excavation in foundation of building, bridges & other structures I/c degbelling, dressing, refilling around structure with excavated earth watering & ramming lead up to 5 feet. (b) In ordinary soil. (S.INo:18(b)/P-4)		% 0Cft	14,839
2	1104.00	Cement concrete brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8 (S.I.NO:4/P-15)	9416.28	% Sft	103,956
3	2240.00	R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also i/c all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C. work in roof slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects. ratio 1:2:4.(S.I.NO: 6/P-16)		P.Cft	754,880
4	89.00	Fabrication of mild steel reinforcement for cement concrete I/c cutting bending laying in position making joints and fastenings I/c cost of binding wire also includes removal of rust from bars Tor Steel (S.I. No: 8 b/P-17)	5001.70	P.Cwt	445,151
5	3880.00	Pucca brick work in foundation & plinth ratio 1:6.(S.I No. 4/P-20)	11948.36	% Cft	463,596
6	3664.00	Pacca brick work in other than building i/c striking of joints up to 20 feet	12346.65	% Cft	452,381
7	16720.00	Applying floating coat of cement 1/32" thick. (S.I.NO: 14/P-53)	660.00	% Sft	110,352
8	16720.00	Cement Plaster 1:2 up to 12' height, 1/6" thick (S.I No.11 /P-52)	2206.60	% Sft	368,944
9	16720.00	Cement Plaster 1:4 up to 12' height, 3/8" thick (S.I No.11 /P-52)	2197.52	% Sft	367,425
10	880	Providing and Fixing angle iron vertical plsts for barbed wire fencing of Size 2" x 2" 1/4" embeded in R.C.C / Masonary pillars i./c making cuts / Holders @ 12" i/c fixing in pillers by chiseling and filling with cement sand Mortar, saprining & Fininshing the surface (S.I.No. 8 P. 94).	169	% Lft	1,489
11	16720.00	Primary coat of chalk under distemper (S.I No. 23 /P- 54)	442.75	% Sft	74,028
12	16720.00	Distempering 3 Coats (S.I No. 24/P-54)	1043.90	% Sft	174,540

% above / below on the rates of CSR/-	of premium quoted TOTAL		
Total (A) = in words & figures :			

Contractor

Note:- Any omissionerror if occurs will be corrected

EXECUTIVE ENGINEER

BUILDINGS DIVISION

MATIARI

SPA BIDDING DOCUMENTS

Sr. No: 07

Name of Work:

Renovation of Masoomia Mosque @ Qazi Mohalla Bhanote Taluka Hala District Matiari.

STANDARD FORM OF BIDDING DOCUMENT FOR PROCUREMENT OF WORKS

(For Contracts (Small) Upto Rs. 2.5 Million)

OFFICE OF THE EXECUTIVE ENGINEER BUILDINGS DIVISION MATIARI

BIDDING DATA

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

a)	Name of Procuring Agency	Executive Engineer, Buildings Division, Matiari
b)	Brief Description of Works	Renovation of Masoomia Mosque @ Qazi Mohalla Bhanote Taluka Hala District Matiari.
c)	Procuring Agency's Address	Executive Engineer, Buildings Division @ Government Degree College Matiari
d)	Estimated Cost	Rs. 2.000 (M)
e)	Amount of Bid Security	Rs. 40000/-
f)	Period of Bid Validity (Days)	(90 Days)
g)	Security Deposit (I/c Bid Security)	(05%)
h)	Percentage, if any, to be deducted from bills	(7.5% Income Tax Deduction & 04% Security Deposit)
i)	Deadline for Submission of Bids along with time	(1:00 P.M)
j)	Venue, Time, and Date of Bid Opening	(2:00 P.M)
k)	Time for Completion from written order of commence	12 Months
I)	Liquidity damages	(01% on estimated cost)
m)	Deposit Receipt No: Date: Amount: (in words and figures)	DR. #, Date Rs/- (Rupees)

Executive Engineer Buildings Division Matiari

<u>Instructions to Bidders/ Executive Engineer, Buildings Division, Matiari General Rules</u> and Directions for the Guidance of Contractors

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

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

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

- All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and "Executive Engineer, Buildings Division, Matiari" and also in printed media where ever required as per rules. NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.
- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- 3. Fixed Price Contracts: The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- The "Executive Engineer, Buildings Division, Matiari" shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each. The envelope containing the tender documents shall refer the name and number of the work.
- 6. All works shall be measured by standard instruments according to the rules.
- Bidders shall provide evidence of their eligibility as and when requested by the Executive Engineer, Buildings Division, Matiari.
- 8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Executive Engineer, Buildings Division, Matiari will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- Bid without bid security of required amount and prescribed form shall be rejected.
- 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.

Conditions of Contract

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

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the 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 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) Executive Engineer, Buildings Division, Matiari may terminate the contract if either of the following conditions exits:-
 - 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;
 - In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer, Buildings Division, Matiari has power to adopt any of the following courses as may deem fit:-
 - To forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
 - ii) To finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Executive Engineer, Buildings Division, Matiari, the contractor shall have:-
 - No claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
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(B) Correction of Defects: The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
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Clause - 11:

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

Clause - 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.
- Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.
- Clause-16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the

meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

Contractor

Divisional Accounts Officer

Buildings Division

Matiari

Executive Engineer Buildings Division Matiari

BILL OF QUANTITIES

Name of Work:- Renovation of Massoomia Mosque @ Qazi Mohalla Bhanote Taluka Hala District
Matiari

S# (A) Description and rate of Items based on Composite Schedule of Rates. Amount in Unit Descripition of item to be executed as site RATE Item No. Quantities Rupees 3176.25 %0 Cft 2500.0 Excavation in foundation of building, bridges and other 7,941 1 structure including deg belling, dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet. (b) In ordinary soil. (S.I.# 18/P-4) 2 500.00 Cement concrete brick or stone ballast 1-1/2" to 2" gauge 9416.28 % Cft 47,081 ratio 1:4:8 (S.I.NO:4/(b)P-15) R.C.C work i/c all labour and material except the cost of 337 P.Cft 84,250 3 250.00 steel reinforcement and its labour for bending and binding which will be paid separately . This rate also i/c all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (a) R.C. work in roof slab, beams, columns, rafts, lintels & other structural members laid in situ or precast laid in position complete in all respects. ratio 1:2:4.(S.I.NO: 6/P-16) 5.001.70 P.Cwt 100.034 20.00 Fabrication of mild steel reinforcement for cement concrete 4 including cutting, bending laying in position making joints & fastening i/c cost of binding wire & also i/c removal of rust from bars. (S.I.NO.8/P-17) Pacca brick work in foundation & plinth in cement sand 11948.36 % Cft 111,120 5 930.00 mortar ratio 1:6 (S.I.NO: 4/P-20) Supplying and filling sand under floor & plugging in walls. 1141.25 % Cft 34,991 3066.00 6 (S.I.NO:29/P-26) 14429.25 % Cft 23,664 7 164.00 Cement concrete plain 1:2:4 i/c placing compacting, finishing and curing complete (i/c screening and washing of stone aggregate without shuttering. (S.I No. 5/P-16) 240.50 P.Rft 22,367 93.00 Providing and fixing G.I Frames / Choukhats of size 7"x 2" 8 or 4 1/2" x 3 for Window using 20 guage G.I Sheet I.C welded hinges and fixing at site with necessary hold fasts.filling with cement sand slurry of ratio 1:6 and repairing the jambs, the cost also i.c all carriage, tools and plants used in making and fixing (S.I.No. 28 P.No 93) 42.00 27747.06 % Sft 11,654 9 Laying floor of approved coloured glazed tiles 1/4" thick laid in white cement & 1:2 pigment on a bed of 3/4" thick cement mortar 1:2 (S.I No. 25/P-43) 28299.30 % Sft Glazed tiles dado 1/4" thick laid in pigment over 1:2 cement 56,882 201.00 10 sand mortar 3/4" thick i/c finishing. (S.I.NO: 38/P-45) 875.00 10962.34 % Sft 95,920 11 Coloured Cement Tiles Pattern 8"x8"x3/4" approved Dark shade laid flat in 1:2 cement mortar over 3/4" bedding S.I No.15 P-41. 194.16 P. Sft 60,190 P/fixing iron steel grill solid square bars of size 1/2" x 1/2" 12 310.00 placed at 4" I/c and frame of flate iron patti of 3/4" x 3/4" I/c circle shape at 1-0 apart equivalent fitted with screws and pins I/c painting 3-coats with 1st coat of red oxide paint etc. (S.I.NO: 30/P-94)

Item No.	Quantities	Descripition of item to be executed as site	RATE	Unit	Amount in Rupees
13	698.00	First class deodar wood wrought joinery in doors & windows etc fixed in position i/c chowkhat, holds fasts, hinges, iron tower bolts, chocks, cleats, handles and cords with hooks etc. Deodar panelled or panelled glazed or fully glazed 1-3/4" thick.(S.I.NO:7(b)/P-58	902.93		630,245
14	81.00	Providing and fixing iron collapsible gate with channel framing of section 3/4" x 5/16" at 4" I/c revitted with 3/4" x 1/8" flat iron patti placed diagonally and provided with top & bottom T- section 1" x 1" 1/8" along with rollers also I/c locking arrangement and fixing in floor/ceiling or wall etc: completed. (S.I. No: 32/P-94)	387.04	P.Sft	31,350
15	14519.00	Primary coat of chalk under distemper (S.I No. 23 /P- 54)	442.75	% Sft	64,283
16	430.00	First class deodar wood wrought joinery work in wire gauze door and windows with 22 S.W.G. Galvanized wire gauze 144 mesh per sq: inch iron fitting etc complete). S.I No.14(d) P-60	190.72	% Sft	82,010
17	800	P/laying "HALA" or pattern tiles glazed 6" x 6" x 1/4" on floor or wall facing in required color pattern of STILE specification jointed in white cement & pigment over a base of 1:2 grey cement mortar 3/4" thick I/c washing & filling of joints with slurry of white cement and pigment in desired shape with finishing, cleaning and cost of wax polish etc. complete i/c cutting tiles to proper profile (S.I No.61/P-47)	47651.56	% Sft	381,212
18	2836.00	Distempering 3 Coats (S.I No: 24/P-54)	1079.65	% Sft	30,619
19	600	Preparing the surface and painting with Matt Finish i/c rubbing the surface with Bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3-coats with matt finish of approved make etc: complete. (New surface). (S.I.NO: 36/P-55)	3444.38	% Sft	20,666
20	1500	Preparing the surface & applying rock wall / shield (Natural wall texture) coating to provide durable crust to wall, thickness b/w 2 mm to 3 mm (1/8") with acrylic co-polymer emulsion, selected marble chips adhesive & bactericides water resistance and fire and termite resistance. (Up to 20'-0' height) (S.I.NO: 43/P- 56).	4504.50	4504.50	67,568
21	800	Painting NEW surfaces, painting of Door & Window any type i/c edge. (S.I.NO: 5/P-68)	2116.41	2116.41	16,931
			Total		1,980,977

% above / below on the rates of CSR	/-	Amount to be added /deducted on the basis of
Total (A) = in words & figures :		

Contractor

Note:- Any omissionerror if occurs will be corrected.

EXECUTIVE ENGINEER
BUILDINGS DIVISION
MATIARI