



No. TC/G-55/1249
Highways Division Tharparkar
Dated 03/01/2018.

Office of the Executive Engineer
Highways Division Tharparkar
Near Al Mehdi Hospital Mithi
Phone No. 0232-920112

NOTICE INVITING TENDERS

As per SPPRA Rules 2010, (Amended 2013) sealed tenders are invited from the interested persons / suppliers/contractors / companies / on Standard Bidding Documents forms for procurement of below mentioned works in District Tharparkar.

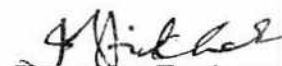
LIST OF WORKS

1. The intended participants can purchase the separate set of tenders on payment of tender fee on any working day during office hours from date of publication to **25-01-2018 @ 1:00 PM.**
2. The tenders shall be received back on **26-01-2018 @ 12:00** noon and opened on the same date @ 1:00 PM in the presence of tender opening / evaluation committee and bidders or their authorized representatives who wish to be present with following documents.
3. Registration with income Tax department (NTN Certificates) and copy of N.I.C.
4. Registration with Pakistan Engineering Council 2018.
5. Registration with Sindh Revenue Board.
6. Should have completed at least two contracts of similar nature over the last 5 years.
7. List of Machinery & Equipment available with documentary evidence of it's ownership certificate of Bank showing credit worthiness along with Bank Statement.
8. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the department.
9. The bidders should submit earnest money as shown against each work in shape of call deposit prepared from the schedule bank in favour of the under signed.
10. The competent authority may cancel the Bidding process at any time prior to the acceptance of a Bid or as per SPPRA Rules.
11. Affidavit to the effect that the Firm / Contractor has not been black listed previously by any executing agency.
12. Affidavit with effect that all documents / particulars / information furnished are true and correct.
13. In case of Firm, list of partners / partnership Deed, giving full particulars of Directors / proprietors or others connected along with Power of Attorney. In case of being sole proprietors such undertaking on affidavit be furnished.
14. Conditional / Telegraphic application will not be entertained for purchase of tenders.
15. In case of work remains un-responded the next date of issue & receipt will be as under.

2nd Attempt

Date of issue upto	12-02-2018	@ 1.00 PM
Date of receipt	13-02-2018	@ 1.00 PM
Date of opening	13-02-2018	@ 2.00 PM

SPPRA INWARD DIARY
No: 4426
DATED: 10-01-18



Executive Engineer
Highways Division
Tharparkar

LIST OF TENDER

S#.	Name of Schemes	Estimated Cost	Earnest Money	Period of Completion	Tender Fee
1	M&R of road from Mithi to Dharar = 5.00 Kms (In portions).	1.0000	50000	06 Months	500
2	M&R of road from Wango Mithi road to Bewato = 5.00 Kms (In portions).	1.0000	50000	06 Months	500
3	M&R to road from Jogi Marhi Meghwar Paro (Culvert 5' Span 01 No).	0.6355	32000	06 Months	500
4	M&R to road in village Tooh mile 0/0-0/3 (Culvert 5' Span 01 No).	0.5000	25000	06 Months	500

Copy for information to:-

1. The Deputy Commissioner Tharparkar @ Mithi for information.
2. The Director (CB) Government of Sindh Public Procurement Regulatory Authority Karachi.
3. The Superintending Engineer Works & Services Tharparkar Mithi for kind information.
4. The Director of Information (Advertisement) public Relation Department Block No: 96 Sindh Secretariat Karachi along with 7 spare copies for wide publicity through leading News Peppers i.e one in English, one Urdu, one Sindhi.
5. The Executive Engineer officer (All) under Superintending Engineer Officer (W&S) Tharparkar @ Mithi for information and wide publicity.
6. The Assistant Engineer (All) under Executive Engineer Highways Division Tharparkar for information and wide publicity.
7. Head Clerk / Drawing Branch / Notice Board (Local).
8. Government of Sindh Website www.sindh.gov.pk
Secretary information Technology Department Govt: of Sindh Karachi Building No 6, 1st Floor Sindh Secretariat
gul_mkhan@hotmail.com
9. Sindh Public Procurement Regulatory Authority Block-8, Sindh Secretariat 4-A, Court Road, Karachi.
Website: www.pprasindh.gov.pk


Executive Engineer
Highways Division
Tharparkar



**GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT**

Karachi, dated the May, 2014.

NOTIFICATION

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

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

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

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

**QAZI SHAHID PERVEZ
SECRETARY TO GOVT. OF SINDH**

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

Karachi, dated the ^{19th} May, 2014.

A copy is forwarded for information to:-

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

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



NO. DC/TPR/- 2491/2016

**OFFICE OF THE DEPUTY COMMISSIONER
THARPARKAR**

@ dcthar@gmail.com

MITHI DATED 2/6/2016

Deputy Commissioner Tharparkar Office ☎ 0232-920667 / 920899 Fax ☎ 0232-920818, Res: ☎ 0232-920925 / 920714

NOTIFICATION

In compliance of Rule-31 (4) of Sindh Public Procurement Rules 2010, and with the permission of competent authority, a **Complaint Redressal Committee (CRC)** to redress grievances and settlement of disputes of bidders during the procurement proceedings in Revenue Department and respective divisions of Works & Services Department; is hereby constituted comprising the following members:

- | | |
|---|----------|
| 1. Deputy Commissioner Tharparkar | Chairman |
| 2. Superintending Engineer, Works & Services, Tharparkar | Member |
| 3. Executive Engineer Highways Division Tharparkar | Member |
| 4. Executive Engineer Education Works Division Tharparkar | Member |

Terms of References (ToRs)

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



(SHEHZAD TAHIR THAHEEM)
Deputy Commissioner
Tharparkar

CC to:

- The Secretary (GA), Services, General Administration & Coordination Department, Government of Sindh, Karachi.
- The Commissioner, Mirpurkhas Division, Mirpurkhas
- The Director (CB), Government of Sindh SPPRA, Barrack No.08, Sindh Secretariat No. 4-A Court Road, Karachi
- The Superintending Engineer, Works & Services, Tharparkar.
- The Executive Engineer, Highways Division, Tharparkar
- The Executive Engineer, Education Works Division, Tharparkar

ANNUAL PROCUREMENT PLAN
(WORKS, GOODS & SERVICES)
Financial Year 2017-18

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procurements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Construction of road from Hilar Chandia road to Karoro mile 0/0-15/0 = 24.00 Kms (Approach @ mile 1/7 road to village Bagal Rind mile 0/0-1/0 = 1.60 Kms.	-	19.9180	19.9180	4.9795	Provincial ADP	Single Stage	-	-	-	-	
2	Construction of road from Hilar Chandia road to Karoro mile 0/0-15/0 = 24.00 Kms (Approach @ mile 1/7 road to village Bagal Rind mile 1/0-1/5 = 1.00 Kms.	-	12.7060	12.7060	3.1765	Provincial ADP	Single Stage	-	-	-	-	
3	Construction of road from Hilar Chandia road to Karoro mile 0/0-15/0 = 24.00 Kms (Approach @ mile 13/3 road to village Duru Khan Ji Dhani mile 0/0-0/2 = 0.40 Kms.	-	5.2090	5.2090	1.3023	Provincial ADP	Single Stage	-	-	-	-	
4	Construction of road from Khensar to Khario Veryam mile 0/0-18/5 (Approach @ mile 5/0 road to village Chappar Khosa) mile 0/0-0/6 = 1.20 Kms	-	15.2770	15.2770	3.8193	Provincial ADP	Single Stage	-	-	-	-	
5	Construction of road from Chachro Soodhra Paro to Ratan Ji Dhani mile 0/0-1/0 = 1.60 Kms.	-	18.8493	18.8493	4.7123	District ADP	Single Stage	-	-	-	-	
6	Construction of road from Jan Muhammad Samo road to village Jan Muhammad Samo mile 0/0-0/5 = 1.00 Kms.	-	12.9387	12.9387	3.2347	District ADP	Single Stage	-	-	-	-	
7	Construction of road from Mehari Hingorja to Dhanoro mile 0/0-0/5 = 1.00 Kms.	-	12.0000	12.0000	3.0000	District ADP	Single Stage	-	-	-	-	
8	Construction of road from Chelhar Jenjhear road to Borli Sameja via Borli Bheel mile 0/0-0/5 = 1.00 Kms.	-	12.0000	12.0000	3.0000	District ADP	Single Stage	-	-	-	-	
9	Construction of road from Verhijhup to Kotrio Bajeer mile 0/0-0/2+330 = 0.50 Kms.	-	6.0000	6.0000	1.5000	District ADP	Single Stage	-	-	-	-	
10	Construction of road from Morano to village Peeloro mile 2/0-2/3 = 0.60 Kms.	-	6.0000	6.0000	1.5000	District ADP	Single Stage	-	-	-	-	
11	Construction of road from Islamkot Chachro road to village Depi Ji Dhani mile 0/0-0/4 = 0.80 Kms.	-	8.0000	8.0000	2.0000	District ADP	Single Stage	-	-	-	-	
12	Construction of road in village Borli Bheel U.C Joruo mile 0/0-0/4 = 0.80 Kms.	-	8.0000	8.0000	2.0000	District ADP	Single Stage	-	-	-	-	
13	Construction / Reconditioning of road Faqeer Moholla Mithi mile 0/0-0/2 = 0.40 Kms.	-	4.0000	4.0000	1.0000	District ADP	Single Stage	-	-	-	-	

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procrements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
14	Construction of road from Soomran Jo Par Bagal road to village Sair Jo Par Usman mile 0/0-0/5 = 1.00 Kms.	-	11.6959	11.6959	2.9240	District ADP	Single Stage	-	-	-	-	
15	Construction of Bye Pass road from Chachro Khensar road to Chachro Wauri Dhora road mile 1/1+330-1/6+330 = 1.00 Kms.	-	11.6515	11.6515	2.9129	District ADP	Single Stage	-	-	-	-	
16	Construction of road from Dahali Khensar road to village Merasari Sher Khan Ji Dhani mile 0/0-0/5 = 1.00 Kms.	-	11.8601	11.8601	2.9650	District ADP	Single Stage	-	-	-	-	
17	Construction of road from Kerio Dohat to Kerio Dal mile 0/0-0/5 = 1.00 Kms.	-	12.3200	12.3200	3.0800	District ADP	Single Stage	-	-	-	-	
18	Construction of road from Dars Ji Veri to Karimdino Ji Dhani mile 2/5-3/2 = 1.00 Kms.	-	13.0000	13.0000	3.2500	District ADP	Single Stage	-	-	-	-	
19	Construction of road from Harbosar to Aaho mile 1/2-2/2 = 1.60 Kms.	-	18.0000	18.0000	4.5000	District ADP	Single Stage	-	-	-	-	
20	Construction of road in village Badhore Meghwar Paro mile 0/0-0/2+330 = 0.50 Kms.	-	6.0000	6.0000	1.5000	District ADP	Single Stage	-	-	-	-	
21	Construction of road in Diplo Bye Pass to Connect Mithi Diplo & Ali Bander Islamkot road mile 0/0-1/0 = 1.60 Kms.	-	20.0000	20.0000	5.0000	District ADP	Single Stage	-	-	-	-	
22	Resurfacing of link road village Tighthio Dargha Mean Shah Ghazi mile 0/0-0/4 = 0.80 Kms.	-	3.4870	3.4870	0.8718	District ADP	Single Stage	-	-	-	-	
23	Construction of road from Islamkot Veenjhanyari road to village Mithrio Soomra mile 0/0-0/2+330 = 0.50 Kms.	-	6.5000	6.5000	1.6250	District ADP	Single Stage	-	-	-	-	
24	Widening & Resurfacing of road from Civil Hospital to Bus Terminal mile 0/0-0/2+330 = 0.50 Kms.	-	5.1940	5.1940	1.2985	District ADP	Single Stage	-	-	-	-	
25	Construction of Duel Carriage from Missri Shah Dargha to Mithi Bye Pass mile 0/0-0/2 = 0.40 Kms (Providing Stone Pitching)	-	1.2400	1.2400	0.3100	District ADP	Single Stage	-	-	-	-	
26	Construction of Road from Malihar to Abdullah Bajeer Ji Dhani mile 0/0-0/7 = 1.40 Kms.	-	17.8000	17.8000	4.4500	District ADP	Single Stage	-	-	-	-	
27	Construction of road from Keeta Bajeer to Alanabad mile 1/1-1/6 = 1.00 Kms.	-	12.2640	12.2640	3.0660	District ADP	Single Stage	-	-	-	-	
28	Construction of road from Mubarak Rind Hidar road to village Janjhi Rehmatullah Paro & Jadam Paro mile 0/0-0/5+330 = 1.10 Kms.	-	13.0512	13.0512	3.2628	District ADP	Single Stage	-	-	-	-	
29	Construction of road from Golio to Dharam Veri mile 0/5-1/2 = 1.00 Kms.	-	12.0000	12.0000	3.0000	District ADP	Single Stage	-	-	-	-	
30	Construction of road from Naukot to Wango Main road to village Younis Baber mile 0/0-0/3 = 0.60 Kms.	-	5.3640	5.3640	1.3410	District ADP	Single Stage	-	-	-	-	


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								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
31	Construction of road from Morano to village Peeloro mile 0/0-1/0 = 1.60 Kms.	-	19.9104	19.9104	4.9776	District ADP	Single Stage	-	-	-	-	
32	Construction of road from Pabe Jo Tar to Kakrario mile 0/0-0/5 = 1.00 Kms.	-	11.0000	11.0000	2.7500	District ADP	Single Stage	-	-	-	-	
33	Construction of road from Bakho to village Mithrio Khokhar mile 0/0-1/0 = 1.60 Kms.	-	17.6000	17.6000	4.4000	District ADP	Single Stage	-	-	-	-	
34	Construction of link road village Katan (Ahmed Shah Paro) mile 0/0-0/2 = 0.40 Kms.	-	4.7000	4.7000	1.1750	District ADP	Single Stage	-	-	-	-	
35	Construction of road from Hanif Ji Dhani road to Bhojani mile 0/0-0/5 = 1.00 Kms.	-	11.7744	11.7744	2.9436	District ADP	Single Stage	-	-	-	-	
36	Construction of road from Soomran Jo Par Bagal road to village Sair Jo Par Usman mile 0/5-1/2 = 1.00 Kms.	-	11.7131	11.7131	2.9283	District ADP	Single Stage	-	-	-	-	
37	Construction of road from Soomran Jo Par Bagal road to village Jamalani mile 0/0-0/5 = 1.00 Kms.	-	11.7164	11.7164	2.9291	District ADP	Single Stage	-	-	-	-	
38	Construction of road from Borabaah Pabe Jo Par road to village Rohar Charan Roop Meghwar Paro mile 0/0-0/5 = 1.00 Kms.	-	11.7336	11.7336	2.9334	District ADP	Single Stage	-	-	-	-	
39	Construction of road from Kerio Dohat to Kerio Dal mile 0/5-1/1 = 0.80 Kms.	-	9.9060	9.9060	2.4765	District ADP	Single Stage	-	-	-	-	
40	Construction of road from Dobhar to Tagusar mile 3/7-4/7 = 1.60 Kms.	-	20.0000	20.0000	5.0000	District ADP	Single Stage	-	-	-	-	
41	Construction of road in village Hariyar Parhiyar Paro mile 0/0-0/4 = 0.80 Kms.	-	9.0810	9.0810	2.2703	District ADP	Single Stage	-	-	-	-	
42	Construction of road from Mithi Islamkot road to Kheto Ji Dhani UC Malanhore Vena mile 0/0-0/2+330 = 0.50 Kms.	-	6.0000	6.0000	1.5000	District ADP	Single Stage	-	-	-	-	
43	Construction of road in Diplo Bye Pass to Connect Mithi Diplo & Ali Bander Islamkot road mile 1/0-1/6 = 1.20 Kms.	-	15.9506	15.9506	3.9877	District ADP	Single Stage	-	-	-	-	
44	Widening & Resurfacing of road from Town Committee Chowk to Taluka Hospital Islamkot mile 0/0-0/5 = 1.00 Kms.	-	12.0000	12.0000	3.0000	District ADP	Single Stage	-	-	-	-	
45	Widening & Resurfacing of road from Old Naka Mithi Town to Kashmir Chowk mile 0/0-0/5 = 1.00 Kms.	-	11.1000	11.1000	2.7750	District ADP	Single Stage	-	-	-	-	
46	Widening & Resurfacing of road from Old Naka Mithi Town to Gadhi Bhatt & Approach to Parha Colony mile 0/0-1/2 = 2.00 Kms.	-	16.0740	16.0740	4.0185	District ADP	Single Stage	-	-	-	-	
47	Rehabilitation of road from Islamkot Nagarparkar Gori Mander road to Panhario mile 0/0-1/0 = 1.60 Kms.	-	3.0000	3.0000	0.7500	District ADP	Single Stage	-	-	-	-	

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procrements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
48	Construction of Duel Carriage from Missri Shah Dargha to Mithi Bye Pass mile 0/2-0/4 = 0.40 Kms (Providing Stone Pitching)	-	1.0000	1.0000	0.2500	District ADP	Single Stage	-	-	-	-	
49	Construction of road in village Karoro mile 0/0-0/5 = 1.00 Kms.	-	12.7517	12.7517	3.1879	District ADP	Single Stage	-	-	-	-	
50	Construction of road from Charnore Shah Mor to Kumbhar / Meghwar Paro Charnore mile 0/0-0/5 = 1.00 Kms.	-	12.6449	12.6449	3.1612	District ADP	Single Stage	-	-	-	-	
51	Construction of road from Mithrio Soomra to Borli Mosepota mile 2/0+330-2/5+330 = 1.00 Kms.	-	12.0000	12.0000	3.0000	District ADP	Single Stage	-	-	-	-	
52	Construction of road from Abdullah Ahmedani to village Chanesar Lund & Murad Lund mile 0/0-0/2+330 = 0.50 Kms.	-	4.6360	4.6360	1.1590	District ADP	Single Stage	-	-	-	-	
53	Construction of road from Morano to village Peeloro mile 1/0-2/0 = 1.60 Kms.	-	19.9104	19.9104	4.9776	District ADP	Single Stage	-	-	-	-	
54	Construction of road from Gogio Jo Tar road to village Chanyal mile 0/0-0/5 = 1.00 Kms.	-	10.0000	10.0000	2.5000	District ADP	Single Stage	-	-	-	-	
55	Construction of road from Bakho to village Mithrio Khokhar mile 1/0-1/2+330 = 0.50 Kms.	-	5.0000	5.0000	1.2500	District ADP	Single Stage	-	-	-	-	
56	Construction of Internal road in village Harpar (Aziz Junejo Paro) mile 0/0-0/2 = 0.40 Kms.	-	4.0000	4.0000	1.0000	District ADP	Single Stage	-	-	-	-	
57	Construction of road from Hanif Ji Dhani road to Bhojani mile 0/5-1/2 = 1.00 Kms.	-	11.7780	11.7780	2.9445	District ADP	Single Stage	-	-	-	-	
58	Construction of road from Chachro Ade Jo Tar road to village Khehari Jo Par mile 0/0-0/5 = 1.00 Kms.	-	11.6754	11.6754	2.9189	District ADP	Single Stage	-	-	-	-	
59	Construction of road from Bagal Khensar road to village Sunando mile 1/1.50-1/6.50 = 1.00 Kms.	-	11.7164	11.7164	2.9291	District ADP	Single Stage	-	-	-	-	
60	Rehabilitation of road from Dahali to Edani mile 0/0-1/7 = 3.00 Kms.	-	7.6850	7.6850	1.9213	District ADP	Single Stage	-	-	-	-	
61	Construction of road from Dars Ji Veri to Karimdino Ji Dhani mile 2/0-2/5 = 1.00 Kms.	-	13.0000	13.0000	3.2500	District ADP	Single Stage	-	-	-	-	
62	Construction of road from Dobhar to Tagusar mile 4/7-5/7 = 1.60 Kms.	-	20.0000	20.0000	5.0000	District ADP	Single Stage	-	-	-	-	
63	Construction of road from Diplo Badin road to Dhakan mile 0/0-0/5 = 1.00 Kms.	-	10.0000	10.0000	2.5000	District ADP	Single Stage	-	-	-	-	
64	Construction of road from Manjethi to Soojaveri mile 0/0-0/4 = 0.80 Kms.	-	9.0000	9.0000	2.2500	District ADP	Single Stage	-	-	-	-	
65	Construction of road in village Kubri mile 0/0-0/2+330 = 0.50 Kms.	-	6.2500	6.2500	1.5625	District ADP	Single Stage	-	-	-	-	

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procurements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
66	Widening & Resurfacing of road from Ashram Chowk to Nagarparkar Bye Pass road mile 0/0-0/3 = 0.60 Kms.	-	8.0000	8.0000	2.0000	District ADP	Single Stage	-	-	-	-	
67	Widening & Resurfacing of road from D.C Office Chowk to Old Naka Mithi Town mile 0/0-0/5 = 1.00 Kms.	-	17.6320	17.6320	4.4080	District ADP	Single Stage	-	-	-	-	
68	Rehabilitation of road from Malanhore Jareja to Seenhar Nangar mile 0/0-0/4 = 0.80 Kms.	-	4.3480	4.3480	1.0870	District ADP	Single Stage	-	-	-	-	
69	Construction of Duel Carriage from Missri Shah Dargha to Mithi Bye Pass mile 0/4-0/6 = 0.40 Kms (Providing Stone Pitching)	-	1.7400	1.7400	0.4350	District ADP	Single Stage	-	-	-	-	
70	Construction of Duel Carriage from Missri Shah Dargha to Mithi Bye Pass mile 0/6-1/0 = 0.40 Kms (Providing Stone Pitching)	-	1.5100	1.5100	0.3775	District ADP	Single Stage	-	-	-	-	
71	Construction of Road from Diplo Lass road to Ogam Dars mile 0/0-0/7+330 = 1.50 Kms.	-	18.5000	18.5000	18.5000	SDGs	Single Stage	-	-	-	-	
72	Construction of Road from Diplo Lass road to Ogam Dars mile 0/7+330-1/4+330 = 1.00 Kms.	-	12.2000	12.2000	12.2000	SDGs	Single Stage	-	-	-	-	
73	Construction of Road from Ogam Dars to Dabhi Dars mile 0/0-0/7+330 = 1.50 Kms.	-	18.5000	18.5000	18.5000	SDGs	Single Stage	-	-	-	-	
74	Construction of Road from Mithi Wango road to Fazal Wandh Soomra mile 0/0-0/7+330 = 1.50 Kms.	-	18.7000	18.7000	18.7000	SDGs	Single Stage	-	-	-	-	
75	Construction of Road from Mithi Wango road to Fazal Wandh Soomra mile 0/7+330-1/4+330 = 1.00 Kms.	-	12.8000	12.8000	12.8000	SDGs	Single Stage	-	-	-	-	
76	Construction of Road from Fazal Wandh Soomra to Satsarro mile 0/0-0/7+330 = 1.50 Kms.	-	19.3000	19.3000	19.3000	SDGs	Single Stage	-	-	-	-	
77	Construction of Internal road in Hajamaro Mohalla Mithi Town mile 0/0-0/3 = 0.60 Kms.	-	7.0000	7.0000	7.0000	SDGs	Single Stage	-	-	-	-	
78	Construction of Internal road in Dharmani Colony Mithi Town mile 0/0-0/5 = 1.00 Kms.	-	10.0000	10.0000	10.0000	SDGs	Single Stage	-	-	-	-	
79	Construction of Internal road in Chelhar Town mile 0/0-0/4 = 0.80 Kms.	-	8.0000	8.0000	8.0000	SDGs	Single Stage	-	-	-	-	
80	Widening / Resurfacing of road from National Bank to Session Court Mithi Town mile 0/0-0/4 = 0.80 Kms.	-	8.0000	8.0000	8.0000	SDGs	Single Stage	-	-	-	-	
81	Construction of road from Edani Kheme Jo Par road to village Jogi Vero via Daim Ji Dhani & Donger Vero mile 0/0-0/5 = 1.00 Kms.	-	11.9833	11.9833	2.9958	District ADP	Single Stage	-	-	-	-	
82	Construction of road from Edani Kheme Jo Par road to village Jogi Vero via Daim Ji Dhani & Donger Vero mile 0/5-0/7+330 = 0.50 Kms.	-	6.5167	6.5167	1.6292	District ADP	Single Stage	-	-	-	-	

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procurements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
83	Construction of road from Jhapio to Kerti mile 0/0-0/7+330 = 1.50 Kms.	-	19.0000	19.0000	19.0000	SDGs	Single Stage	-	-	-	-	
84	Construction of road from Jhapio to Kerti mile 0/7+330-1/7 = 1.50 Kms.	-	19.0000	19.0000	19.0000	SDGs	Single Stage	-	-	-	-	
85	Construction of road from Jhapio to Kerti mile 1/7-2/6+330 = 1.50 Kms.	-	19.0000	19.0000	19.0000	SDGs	Single Stage	-	-	-	-	
86	Construction of road from Jhapio to Kerti mile 2/6+330-3/2 = 0.70 Kms.	-	8.0000	8.0000	8.0000	SDGs	Single Stage	-	-	-	-	
87	Construction of Internal road in village Alu Kotrio (Lawani Paro) mile 0/0-0/2+330 = 0.50 Kms.	-	6.0000	6.0000	6.0000	SDGs	Single Stage	-	-	-	-	
88	Construction of road from Chibhriyal to village Gangan mile 0/0-0/7+330 = 1.50 Kms.	-	18.0000	18.0000	18.0000	SDGs	Single Stage	-	-	-	-	
89	Construction of Internal road in village Vejhiar Soomra Paro mile 0/0-0/2+330 = 0.50 Kms.	-	5.0000	5.0000	5.0000	SDGs	Single Stage	-	-	-	-	
90	Construction of road from Lakhi Tobho to village Unro via Katho Bheel mile 0/0-0/5 = 1.00 Kms.	-	12.0000	12.0000	12.0000	SDGs	Single Stage	-	-	-	-	
91	Construction of road from Lakhi Tobho to village Unro via Katho Bheel mile 0/5-1/2 = 1.00 Kms.	-	12.0000	12.0000	12.0000	SDGs	Single Stage	-	-	-	-	
92	Construction of road from Kerio Dal to Rohiraro via Jhambri mile 0/0-0/5 = 1.00 Kms.	-	13.0000	13.0000	13.0000	SDGs	Single Stage	-	-	-	-	
93	Construction of road from Kerio Dal to Rohiraro via Jhambri mile 0/5-1/2 = 1.00 Kms.	-	13.0000	13.0000	13.0000	SDGs	Single Stage	-	-	-	-	
94	Construction of road from Verhar to Jagari mile 0/0-0/5 = 1.00 Kms.	-	11.5000	11.5000	2.8750	District ADP	Single Stage	-	-	-	-	
95	Construction of road in Diplo Bye Pass to to Connect Mithi Diplo & Ali Bander Islamkot road mile 2/0-2/4 = 0.80 Kms.	-	10.7510	10.7510	2.6878	District ADP	Single Stage	-	-	-	-	
96	Construction of road from Ratnore Bagal road to village Haji Abdul Rauf Bagal Taluka Dahali mile 0/0-0/1+540 = 0.363 Kms.	-	3.6620	3.6620	3.6620	SDGs	Single Stage	-	-	-	-	
97	Construction of road from Chachro Ade Jo Tar road to village Ismail Faqir Ji Dhani Taluka Chachro mile 0/0-0/1+330 = 0.30 Kms.	-	3.7109	3.7109	3.7109	SDGs	Single Stage	-	-	-	-	
98	Construction of road from Umerkot Chachro road to village Mithrio Maliha Taluka Chachro mile 0/0-0/3 = 0.60 Kms.	-	5.6271	5.6271	5.6271	SDGs	Single Stage	-	-	-	-	
99	Construction of road from Saleman Hajam to Taryano mile 0/0-0/6 = 1.20 Kms.	-	14.0000	14.0000	14.0000	SDGs	Single Stage	-	-	-	-	

Sr. No.	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procrements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
100	Construction of road from Saleman Hajam to Taryano mile 0/6-1/4 = 1.20 Kms.	-	14.0000	14.0000	14.0000	SDGs	Single Stage	-	-	-	-	
101	Construction of road from Harbosar to Aaho mile 2/2-3/2 = 1.60 Kms.	-	20.0000	20.0000	20.0000	SDGs	Single Stage	-	-	-	-	
102	Construction of road from Harbosar to Aaho mile 3/2-4/2 = 1.60 Kms.	-	20.0000	20.0000	20.0000	SDGs	Single Stage	-	-	-	-	
103	Construction of road in village Jeando Dars Meghwar Paro mile 0/0-0/5 = 1.00 Kms.	-	12.0000	12.0000	12.0000	SDGs	Single Stage	-	-	-	-	
104	Construction of road from Dobhar to Tagusar mile 6/0-7/0 = 1.60 Kms.	-	20.0000	20.0000	20.0000	SDGs	Single Stage	-	-	-	-	
105	Construction of road from Mokhai to Jumani Colony mile 0/0-0/2+330 = 0.50 Kms.	-	6.2500	6.2500	1.5625	District ADP	Single Stage	-	-	-	-	
106	Construction of road from Sukhpur-Adhigam road to Connect village Khenpora mile 0/0-0/5 = 1.00 Kms.	-	13.3590	13.3590	3.3398	District ADP	Single Stage	-	-	-	-	
107	M&R of road from Chelhar to Mithrio Pir road (22.00 Kms) (In portions).		3.0000	3.0000	3.0000	M&R Programme	Single Stage	-	-	-	-	
108	M&R of road from Islamkot to Khakhaniyar Rahim Ali (10.00 Kms) (In portions).		14.7330	14.7330	14.7330	M&R Programme	Single Stage	-	-	-	-	
109	M&R of road from Mithi to Dharar = 5.00 Kms (In portions).		1.0000	1.0000	1.0000	M&R Programme	Single Stage	-	-	-	-	
110	M&R of road from Wango Mithi road to Bewato = 5.00 Kms (In portions).		1.0000	1.0000	1.0000	M&R Programme	Single Stage	-	-	-	-	
111	M&R to road from Jogi Marhi Meghwar Paro (Culvert 5' Span 01 No).		0.6355	0.6355	0.6355	M&R Programme	Single Stage	-	-	-	-	
112	M&R to road in village Tooh mile 0/0-0/3 (Culvert 5' Span 01 No).		0.5000	0.5000	0.5000	M&R Programme	Single Stage	-	-	-	-	
TOTAL			1213.0915	1213.0915	611.4243							


 Executive Engineer
 Highways Division
 Tharparkar

01

SPPRA BIDDING DOCUMENT

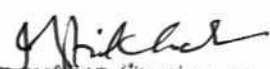
**STANDARD BIDDING DOCUMENT
PROCUREMENT OF WORKS
(For Contractors Costing Up to Rs. 2.5 MILLION)**

NAME OF WORK: M&R of road from Mithi to Dharar = 5.00 Kms (In portions).

Issue to Mr./MS. _____

And Charged Rs. 500/- _____

Vide D.R No. _____ dated: _____ / _____ /2018.


Executive Engineer
Highways Division
Tharankar

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

General Rules and Directions for the Guidance of Contractors.

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

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

Included as Conditions of Contract and *Contract Data*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

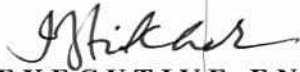
(B) **In case of item rates**, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal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

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

BIDDING DATA

- (a). Name of Procuring Agency EXECUTIVE ENGINEER.
- (b). Brief Description of Work **M&R of road from Mithi to Dharar = 5.00 Kms (In portions).**
- (c). Procuring Agency's Address:- Highways Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 1.000 (M)
- (e). Amount of Bid Security:- Rs. 50000 (At 5%)
- (f). Period of Bid Validity (Days):- :- 06 Months
- (g). Security Deposit (i/c bid Security):- Rs. 30000/- (At 3%)
- (h). Percentage, if any , to be deducted from bills :- Rs. 75000/- (At 7.5% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 1.00 PM
- (j). Venue, Time & Date of Bid Opening:- :-
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Month
- (l). Liquidity Damages:- :- _____ (At 10%)

CD No. Amount Dated: / /2018 Bank


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
THARPARKAR @ MITHI

SCHEDULE-B

PART-A

NAME OF WORK: M & R OF ROAD FROM MITHI TO DHARAR MILE 0/0-3/1 (05.00 KMS) (IN PORTIONS)

S.No:	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
1	<u>(FILLING).</u> Earth work excavation in ashes, sand soft soil or silt clearance i/e all lift and leads dressing and leveling of earth work to design section etc complete i/c earth work compaction by sheep foot roller with optimum moisture content upto 85% density as per modified AASHO specification. (Thirty Two Hundred Six Rupees And Thirteen Paisa)	12017 Cft	@ Rs: 3206.13	%0 Cft	Rs. 38527
2	<u>EARTH WORK.</u> Earth work for road embankment by bulldozers i/c ploughing mixing clod breaking dressing and compacting with optimum moisture content in all types soil except rock (if earth work is done by other than departmental agency) as per modified AASHO specification.				
A.	85% Density Thirty Six Hundred Fifty Six Rupess and Twenty Three Paisa	57173 Cft	@ Rs: 3656.23	%0 Cft	Rs. 209036

G.Total **Rs.** 247563


Rate Quoted by Contractor _____ **Rs.** _____

G. K. Kher
Executive Engineer
Highways Division
Tharparkar

SCHEDULE-B PART-B (P.W)

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF PROTECTION WALL ON
M & R OF ROAD FROM MITHI TO DHARAR MILE 0/0-3/1 (05.00 KMS) (IN
PORTIONS)**

S.N	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
1	<u>EXCAVATION.</u> Excavation in foundation of buildings bridges and other Structures i/c degbelling dressing refilling around structure with excavated eaeth watering and ramming lead upto 5.0 ft in ordinary soil.(S.I.No: 18 b/P.No: 5). (Twenty Seven Hundred Twenty two Rupees And Fifty Paisa)	4800 Cft.	@ Rs: 2722.50	%0 Cft	Rs. 13068
2	<u>C.C. 1:6:12.</u> Cement concrete brick or stone ballast 1½" to 2" gauge Ratio (1:6:12) (S.I.No: 4 / P.No: 17). (Eighty One Hundred Twenty two Rupees And Ninty Five Paisa)	1270 Cft.	@ Rs: 8122.95	% Cft	Rs. 103189
3	<u>ERRECTION & REMOVAL.</u> Errection and removal of centering for R.C.C or plain cement concrete works Partial wood Vertical.(S.I.No: 18 b(ii) / P.No: 21). (Thirty One Hundred Twenty Seven Rupees And Forty One Paisa)	1442 Cft.	@ Rs: 3127.41	% Cft	Rs. 45097
4	<u>C.C. PLAIN RATIO 1:3:6.</u> Cement concrete plain including placing compacting, finishing and curing ,complete(including screening and washing of stone aggregate without shuttering) Ratio 1:3:6 (S.I.No: 5 / P.No: 18). (Tweleve Thousand Five Hundred Ninty Five Rupees)	2481 Cft.	@ Rs: 12595.00	% Cft	Rs. 312429
				Total Rs.	<u>473783</u>
				Rate Quoted by Contractor	Rs. _____


Executive Engineer
Highways Division
Tharankar

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

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

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

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

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

Clause – 11:

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

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in

writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

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

Clause -18: Financial Assistance /Advance Payment.

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

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

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

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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
THARPARKAR

02

SPPRA BIDDING DOCUMENT


**STANDARD BIDDING DOCUMENT
PROCUREMENT OF WORKS
(For Contractors Costing Up to Rs. 2.5 MILLION)**

NAME OF WORK: M&R of road from Wango Mithi road to Bewato = 5.00 Kms
(In portions).

Issue to Mr./MS. _____

And Charged Rs. 500/-

Vide D.R No. _____ dated: / /2018.


Executive Engineer
Highways Division
Thakkar

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

General Rules and Directions for the Guidance of Contractors.

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

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

Included as Conditions of Contract and *Contract Data*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

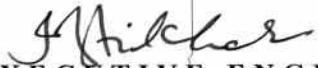
(B) **In case of item rates,** If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal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

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

BIDDING DATA

- (a). Name of Procuring Agency EXECUTIVE ENGINEER.
- (b). Brief Description of Work **M&R of road from Wango Mithi road to Bewato = 5.00 Kms (In portions).**
- (c). Procuring Agency's Address:- Highways Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 1.000 (M)
- (e). Amount of Bid Security:- Rs. 50000 (At 5%)
- (f). Period of Bid Validity (Days):- :- 06 Months
- (g). Security Deposit (i/c bid Security):- Rs. 30000/- (At 3%)
- (h). Percentage, if any , to be deducted from bills :- Rs. 75000/- (At 7.5% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 1.00 PM
- (j). Venue, Time & Date of Bid Opening:- :-
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Month
- (l). Liquidity Damages:- :- (At 10%)

CD No. Amount Dated: / /2018 Bank


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
THARPARKAR @ MITHI

SCHEDULE-B

PART-A

NAME OF WORK: M & R OF ROAD FROM WANGO MITHI ROAD TO VILLAGE
BEWATO MILE 0/0-3/1 (05.00 KMS) (IN PORTIONS)

S.No:	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
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1 (FILLING).

Earth work excavation in ashes, sand soft soil or silt clearance i/e all lift and leads dressing and leveling of earth work to design section etc complete i/c earth work compaction by sheep foot roller with optimum moisture content upto 85% density as per modified AASHO specification.

11158 Cft @ Rs: 3206.13 %0 Cft Rs. 35775

(Thirty Two Hundred Six Rupees And Thirteen Paisa)

2 EARTH WORK.

Earth work for road embankment by bulldozers i/c ploughing mixing clod breaking dressing and compacting with optimum moisture content in all types soil except rock (if earth work is done by other than departmental agency) as per modified AASHO specification.


A. 85% Density

69300 Cft @ Rs: 3656.23 %0 Cft Rs. 253377

Thirty Six Hundred Fifty Six Rupess and Twenty Three Paisa

G.Total Rs. 289152

Rate Quoted by Contractor _____ Rs. _____



Executive Engineer
Highways Division
Tharparkar

SCHEDULE-B PART-B (P.W)

DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF PROTECTION WALL ON

M & R OF ROAD FROM WANGO MITHI ROAD TO VILLAGE BEWATO MILE 0/0-3/1
(05.00 KMS) (IN PORTIONS)

S.N	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
1	<u>EXCAVATION.</u> Excavation in foundation of buildings bridges and other Structures i/c degbelling dressing refilling around structure with excavated eaeth watering and ramming lead upto 5.0 ft in ordinary soil.(S.I.No: 18 b/P.No: 5). (Twenty Seven Hundred Twenty two Rupees And Fifty Paisa)	4800 Cft.	@ Rs: 2722.50	% Cft	Rs. 13068
2	<u>C.C. 1:6:12.</u> Cement concrete brick or stone ballast 1½" to 2" gauge Ratio (1:6:12) (S.I.No: 4 / P.No: 17). (Eighty One Hundred Twenty two Rupees And Ninty Five Paisa)	1099 Cft.	@ Rs: 8122.95	% Cft	Rs. 89244
3	<u>ERRECTION & REMOVAL.</u> Errection and removal of centering for R.C.C or plain cement concrete works Partial wood Vertical.(S.I.No: 18 b(ii) / P.No: 21). (Thirty One Hundred Twenty Seven Rupees And Forty One Paisa)	1442 Cft.	@ Rs: 3127.41	% Cft	Rs. 45097
4	<u>C.C. PLAIN RATIO 1:3:6.</u> Cement concrete plain including placing compacting, finishing and curing ,complete(including screening and washing of stone aggregate without shuttering) Ratio 1:3:6 (S.I.No: 5 / P.No: 18). (Tweleve Thousand Five Hundred Ninty Five Rupees)	2309 Cft.	@ Rs: 12595.00	% Cft	Rs. 290808
				Total Rs.	438217


Executive Engineer
Highways Division
Thane

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

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

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

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

Clause - 7: Payments.

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

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

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

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

Clause – 11:

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

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in

writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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


**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
THARPARKAR**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS (For Contractors Costing Up to Rs. 2.5 MILLION)

**NAME OF WORK: M&R to road from Jogi Marhi Meghwar Paro
(Culvert 5' Span 01 No).**

Issue to Mr./MS. _____

And Charged Rs. 500/-

Vide D.R No. _____ dated: _____ / _____ /2018.

G. N. Mishra
Executive Engineer
Highways Division
Tharankar

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

General Rules and Directions for the Guidance of Contractors.

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

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

Included as Conditions of Contract and *Contract Data*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

BIDDING DATA

- (a). Name of Procuring Agency EXECUTIVE ENGINEER.
- (b). Brief Description of Work **M&R to road from Jogi Marhi Meghwar Paro
(Culvert 5' Span 01 No).**
- (c). Procuring Agency's Address:- Highways Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 0.6355 (M)
- (e). Amount of Bid Security:- Rs. 32000 (At 5%)
- (f). Period of Bid Validity (Days):- :- 06 Months
- (g). Security Deposit (i/c bid Security):- Rs. 19065/- (At 3%)
- (h). Percentage, if any, to be deducted from bills :- Rs. 47663/- (At 7.5% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 1.00 PM
- (j). Venue, Time & Date of Bid Opening:- :-
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Month
- (l). Liquidity Damages:- :- _____ (At 10%)

CD No. Amount Dated: / /2018 Bank


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
THARPARKAR @ MITHI

SCHEDULE-B PART-A (5' CULVERT)

DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF 5' SPAN R.C.C. SLAB CULVERTS ON

**M & R TO ROAD FROM JOGI MARHI MEGHWAR PARO (CULVERT 5' SPAN 01
NO).**

S.N.	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
1	<u>EXCAVATION.</u> Excavation in foundation of buildings bridges and other Structures i/c degbelling dressing refilling around structure with excavated eaeth watering and ramming lead upto 5.0 ft in ordinary soil.(S.I.No: 18 b / P.No: 5). (Twenty Seven Hundred Twenty Two Rupees And Fifty Paisa)	3800 Cft.	@ Rs: 2722.50	%0 Cft	Rs. 10346
2	<u>C.C. 1:4:8.</u> Cement concrete brick or stone ballast 1 1/2" to 2" gauge Ratio (1:4:8) (S.I.No: 4 b / P.No: 17). (Ninty Four Hundred Sixteen Rupees And Twenty Eight Paisa)	798 Cft.	@ Rs: 9416.28	% Cft	Rs. 75095
3	<u>PUCCA BRICK WORK.</u> Pucca brick work in foundation and plinth in cement sand mortor ratio (1:6) (S.I.No: 4(i) e / P.No: 25). (Eleven Thousand Nine Hundred Forty Eight Rupees And Thirty Six Paisa)	911 Cft.	@ Rs: 11948.36	% Cft	Rs. 108817
4	<u>C.C. PLAIN RATIO 1:2:4.</u> Cement concrete plain including placing compacting, finishing and curing ,complete (including screening and washing of stone aggregate without shuttering) Ratio 1:2:4 (S.I.No: 5 / P.No: 18). (Forteen Thousand Four Hundred Twenty Nine Rupees And Twenty Five Paisa)	563 Cft.	@ Rs: 14429.25	% Cft	Rs. 81165

5 FABRICATION.

Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, Laying in position making joints and fastenings including cost of Binding wire (also i/c removal of rust from bars.)(S.I.No: 7ii(a)/P.No:20).

Qty. $\frac{971.98}{112} = 7.40$ Cwt @ Rs: 4820.20 P.Cwt Rs. 35662

(Forty Eight Hundred Twenty Rupees And Twenty Paisa)

6 R.C.C. WORK.

R.C.C. work i/c all labour and materials 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(i/c screening and washing of shingle) R.C. work in roof slab, beams, columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respects. Ratio (1:2:4).(S.I.No: 6a-I/P.No:19).

316 Cft. @ Rs: 337.00 Per Cft. Rs. 106324

Three Hundred Thirty Seven Rupees

7 CEMENT PLASTER.

Cement plaster (1:4) upto 20' height $\frac{1}{2}$ " thick.(S.I.No: 11 b/P.No:58).

410 Sft @ Rs: 2283.93 %Sft Rs. 9364

(Twenty Two Hundred Eighty Three Rupees And Ninty Three Paisa)

8 ERRECTION & REMOVAL.

Errection and removal of centering for R.C.C or plain cement concrete works Partial wood Vertical.(S.I.No: 18 b(ii) / P.No: 21).


50 Cft. @ Rs: 3127.41 % Cft Rs. 1564

(Thirty One Hundred Twenty Seven Rupees And Forty One Paisa)

Total Rs. 428335

Cost of 01 No Culvert Rs.428335 x 1 Nos Culverts = 428335

Rate Quoted by Contractor _____ Rs. _____


Executive Engineer
Highways Division
Tharankar

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

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

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

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

Clause - 7: Payments.

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

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

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

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

Clause – 11:

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

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in

writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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


**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
THARPARKAR**

SPPRA BIDDING DOCUMENT


STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS (For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK: M&R to road in village Tooh mile 0/0-0/3 (Culvert 5' Span 01 No).

Issue to Mr./MS. _____

And Charged Rs. 500/-

Vide D.R No. _____ dated: / /2018.


Executive Engineer
Highways Division
Tharparkar.

INSTRUCTIONS TO BIDDERS/ PROCURING AGENCIES.

General Rules and Directions for the Guidance of Contractors.

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

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

Included as Conditions of Contract and *Contract Data*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

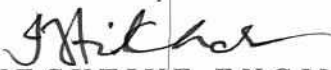
(B) **In case of item rates**, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal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

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

BIDDING DATA

- (a). Name of Procuring Agency EXECUTIVE ENGINEER.
- (b). Brief Description of Work **M&R to road in village Tooh mile 0/0-0/3 (Culvert 5' Span 01 No).**
- (c). Procuring Agency's Address:- Highways Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 0.5000 (M)
- (e). Amount of Bid Security:- Rs. 25000 (At 5%)
- (f). Period of Bid Validity (Days):- :- 06 Months
- (g). Security Deposit (i/c bid Security):- Rs. 15000/- (At 3%)
- (h). Percentage, if any , to be deducted from bills :- Rs. 37500/- (At 7.5% I.Tax)
- (i). Deadline for Submission of Bids along with time:- :- 1.00 PM
- (j). Venue, Time & Date of Bid Opening:- :-
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Month
- (l). Liquidity Damages:- :- _____ (At 10%)

CD No. Amount Dated: / /2018 Bank


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
THARPARKAR @ MITHI

SCHEDULE-B PART-A (5' CULVERT)

**DETAILED WORKING ESTIMATE FOR CONSTRUCTION OF 5' SPAN R.C.C. SLAB CULVERTS ON
M & R TO ROAD IN VILLAGE TOOH MILIE 0/0-0/3 (CULVERT 5' SPAN 01 NO).**

S.N.	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
1	<u>EXCAVATION.</u> Excavation in foundation of buildings bridges and other Structures i/c degbelling dressing refilling around structure with excavated eaeth watering and ramming lead upto 5.0 ft in ordinary soil.(S.I.No: 18 b /P.No: 5).	2603 Cft.	@ Rs: 2722.50	%0 Cft	Rs. 7086
	(Twenty Seven Hundred Twenty Two Rupees And Fifty Paisa)				
2	<u>C.C. 1:4:8.</u> Cement concrete brick or stone ballast 1 1/2" to 2" gauge Ratio (1:4:8) (S.I.No: 4 b / P.No: 17).	746 Cft.	@ Rs: 9416.28	% Cft	Rs. 70274
	(Ninty Four Hundred Sixteen Rupees And Twenty Eight Paisa)				
3	<u>PUCCA BRICK WORK.</u> Pucca brick work in foundation and plinth in cement sand mortor ratio (1:6) (S.I.No: 4(i) e / P.No: 25).	481 Cft.	@ Rs: 11948.36	% Cft	Rs. 57424
	(Eleven Thousand Nine Hundred Forty Eight Rupees And Thirty Six Paisa)				
4	<u>C.C. PLAIN RATIO 1:2:4.</u> Cement concrete plain including placing compacting, finishing and curing ,complete (including screening and washing of stone aggregate without shuttering) Ratio 1:2:4 (S.I.No: 5 / P.No: 18).	525 Cft.	@ Rs: 14429.25	% Cft	Rs. 75754
	(Forteen Thousand Four Hundred Twenty Nine Rupees And Twenty Five Paisa)				

5 FABRICATION.

Fabrication of mild steel reinforcement for cement concrete i/c cutting bending, Laying in position making joints and fastenings including cost of Binding wire (also i/c removal of rust from bars.)(S.I.No: 7ii(a)/P.No:20).

Qty. $\frac{971.98}{112} = 7.33$ Cwt @ Rs: 4820.20 P.Cwt Rs. 35339

(Forty Eight Hundred Twenty Rupees And Twenty Paise)

6 R.C.C. WORK.

R.C.C. work i/c all labour and materials 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(i/c screening and washing of shingle) R.C. work in roof slab, beams, columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respects. Ratio (1:2:4).(S.I.No: 6a-I/P.No:19).

218 Cft. @ Rs: 337.00 Per Cft. Rs. 73550

Three Hundred Thirty Seven Rupees

7 CEMENT PLASTER.

Cement plaster (1:4) upto 20' height $\frac{1}{2}$ " thick.(S.I.No: 11 b/P.No:58).

370 Sft @ Rs: 2283.93 %Sft Rs. 8451

(Twenty Two Hundred Eighty Three Rupees And Ninty Three Paise)

8 ERRECTION & REMOVAL.

Errection and removal of centering for R.C.C or plain cement concrete works Partial wood Vertical.(S.I.No: 18 b(ii) / P.No: 21).

50 Cft. @ Rs: 3127.41 % Cft Rs. 1564

(Thirty One Hundred Twenty Seven Rupees And Forty One Paise)

Total Rs. 329440

Cost of 01 No Culvert Rs.329440 x 1 Nos Culverts = 329440

Rate Quoted by Contractor _____ Rs. _____


Executive Engineer
Highways Division

CONDITIONS OF CONTRACT

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

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

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

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

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

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

Clause - 7: Payments.

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

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

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

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

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

Clause - 9: Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

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

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

Clause – 11:

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

(B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in

writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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


**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
THARPARKAR**