

**OFFICE OF THE EXECUTIVE ENGINEER
BUILDINGS DIVISION THARPARKAR @ MITHI**

No.TC/G-55/624 dated 09/02/2018.

☎:- 0232-920114

Email: xen.bldgs.mithi@gmail.com

NOTICE INVITING TENDERS.

All the interested contractors/firms/parties meeting the eligibility criteria should have been invited to participate. As per SPPRA rule 2010 (Amended 2017).

S.#	Name of Work	Estimated Cost	Bids Money	Tender Fee	Period of Completion
01	02	03	04	05	06
01	<u>PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.</u>				
	(i) Renovation of Rest House Mithi (Civil Work).	0.485 (M)	24250/-	1000/-	12-Months
	(ii) Renovation of Rest House Mithi (E.I Work).	0.415 (M)	20750/-	1000/-	12-Months
	(iii) Renovation of DPCR and Darbar Hall D.C Complex Mithi (E.I Work).	0.567 (M)	28350/-	1000/-	12-Months
02	Construction of Veterinary Center @ Village Rajoro Mohammad Sidique Samejo U/C Rajoro Taluka Chachro.	1.650 (M)	82500/-	2000/-	18-Months
03	Construction of Veterinary Center @ Village Tardos Arbab Sattar Paro U/C Tardos Taluka Chachro (E.I Work).	0.096 (M)	4800/-	500/-	06-Months
04	Construction of Veterinary Center @ Village Bhane Jo Tar (Arbab Saifal Paro) U/C Dharendhro Taluka Chachro (E.I Work).	0.096 (M)	4800/-	500/-	06-Months
S.#	Details	1 st Attempt	In case of un-responded work		
			2 nd Attempt		
1.	Last date of receipt of application for issuance of blank tender form the date of publication of NIT.	05/03/2018	26/03/2018		
2.	Date of receiving and opening of tenders (Tenders will be received up to 1:00 pm and opened at 1:45 pm).	06/03/2018	27/03/2018.		

1. Contract documents and other terms and condition can be seen and blank tenders obtained from the office of the undersigned on payment of tenders fee.
2. No. conditional tenders will be entertained.
3. The procuring agencies shall announce the result of bid evaluation in the form of a report, giving justification for acceptance or rejection of bids at least 10 days prior to the award of procurement contract.
4. The procuring agency may reject all or any bids or proposals at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPP Rules 2010.
5. The Tender Fee will be received as per procurement packages.
6. Eligibility conditions for intending participants are as under.
 - i. Registration with Pakistan Engineering Council in the relevant filed of specialization of work and to the extent of tender amount of each work.
 - ii. Bio data of Engineers and technical staff working with the firm.
 - iii. Documentary evidence of works executed /works in progress and certificate of satisfactory completion of works by the employers.

SPPRA INWARD CLERK
 NO: 5741
 DATED 13-02-2018

- iv. List of works in progress indicating cost of each work and copy of letter of award of work.
- v. List of Machinery and equipment available with documentary evidence of its ownership certificates of Bank showing credit worthiness along with Bank statement.
7. Registration with income Tax department (NTN Certificates) and copy of N.I.C.
8. **Tender will be issued to the contractors who are registered in Sindh Board of Revenue (SBR) Government of Sindh.**
9. Under Taking on Affidavit that firm is not involved in any litigation or abandoned any work in the department.
10. The bidders should submit earnest money as shown against each work in shape of call deposit prepared from the scheduled bank in the favour of the under signed.
11. Affidavit to the effect that the Firm/contractor have not been black listed previously by any executing agency.
12. Affidavit with effect that all documents/particulars/information furnished are true & 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. In case of works costing below **Rs.4.00 (M)** the conditions @ S.No.6 will not be applicable.
15. In case of undesirable circumstances on submission/opening date and time or if Government declares Holiday the tender shall be submitted/opened on the next working day at the same time and venue.
16. The N.I.T can be seen on Sindh Government web site www.sindh.gov.pk and www.pprasindh.gov.pk.

Executive Engineer
Buildings Division
Tharparkar

Copy forwarded with compliments for information to:-

- 1). The Secretary Information Technology, Govt: of Sindh Secretariat No. 6 @ Karachi along-with copies of N.I.T for favour of information and placing them on the Web site of Sindh Government.
- 2). The Deputy Commissioner, Tharparkar @ Mithi
- 3). The Director (CB) Sindh Public Procurement Regulatory Authority Block No. 8, Sindh Secretariat No 4-A, Court Road, Karachi.
- 4). The Director of Information (Advertisement) Public Relation Department, Block # 96 Sindh Secretariat Karachi, along-with 07 spare copies for wide publicity through three Daily Newspapers in on insertion (English) (Urdu-) (Sindhi-).
- 5). The Superintending Engineer, Works & Services, Department, Tharparkar @ Mithi, for kind information.
- 6). The Executive Engineer (All) under Superintending Engineer, Works & Services Department, Tharparkar @ Mithi, for information wide publicity.
- 7). The Assistant Engineer Sub Division (All) under Executive Engineer Buildings Division, Tharparkar @ Mithi for information wide publicity.
- 8). Assistant/Head Clerk/Drawing Branch/Notice Board (Local).

Executive Engineer
Buildings Division
Tharparkar

☎ :- (0232-920115)

OFFICE OF THE
EXECUTIVE ENGINEER BUILDINGS
DIVISION THARPARKAR

NO.TC/G-55/623 Dated: 09/02/2018

To,

The Managing Director,
Sindh Public Procurement Regulatory Authority,
Karachi.

SUBJECT: - ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-18.

It is therefore requested that Annual Procurement Plan for the Year 2017-18, is submitted herewith for your kind knowledge & for necessary action please.


Executive Engineer
Buildings Division
Tharparkar

- 1/. Copy Fwcs to The Deputy Commissioner, Tharparkar for information.
- 2/. Copy Fwcs to The Superintending Engineer, Works & Services, Tharparkar for information.

Executive Engineer
Buildings Division
Tharparkar

**ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-18 IN RESPECT OF EXECUTIVE ENGINEER BUILDINGS DIVISION THARPARKAR @ MITHI
WORKS & SERVICES DEPARTMENT GOVERNMENT OF SINDH.**

S.No	Description of Procurement	Quantity (where applicable)	Estimated Unit cost (where applicable)	Estimated total cost (In Million Rs.)	Funds allocated (In Million Rs.)	Source of Funds (ADP/Non-ADP)	Project procurement method	Timing of Procurement			
								1ST QTR	2ND QTR	3RD QTR	4TH QTR
1	2	3	4	5	6	7	8	9	10	11	12
ADP-2017-18											
1	<u>PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.</u>					District ADP	Single Stage one Envelope	--	--	Yes	Yes
	(i) Renovation of Rest House Mithi (Civil Work).	Civil Work	0.4850	0.4850	0.4850	--	--	--	--	Yes	Yes
	(ii) Renovation of Rest House Mithi (E.I Work).	E.I Work	0.4150	0.4150	0.4150	--	--	--	--	Yes	Yes
	(iii) Renovation of DPCR and Darbar Hall D.C Complex Mithi (E.I Work).	E.I Work	0.5670	0.5670	0.5670	--	--	--	--	Yes	Yes
2	Construction of Veterinary Center @ Village Rajoro Mohammad Sidique Samejo U/C Rajoro Taluka Chachro.	Civil Work	1.6500	1.6500	1.6500	--	--	--	--	Yes	Yes
3	Construction of Veterinary Center @ Village Tardos Arbab Sattar Paro U/C Tardos Taluka Chachro (E.I Work).	E.I Work	0.0960	0.0960	0.0960	--	--	--	--	Yes	Yes
4	Construction of Veterinary Center @ Village Bhane Jo Tar (Arbab Saifal Paro) U/C Dharendhro Taluka Chachro (E.I Work).	E.I Work	0.0960	0.0960	0.0960	--	--	--	--	Yes	Yes
		G.Total	3.3090	3.3090	3.3090						


EXECUTIVE ENGINEER
 Buildings Division Tharparkar @ Mithi



**GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT**

Karachi, dated the 19th 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, Buildings Division, Tharparkar @ Mithi excluding procurement involving foreign exchange with the following composition:-

- | | | |
|------|--|----------|
| i) | Superintending Engineer,
Works & Services,
Tharparkar @ Mithi. | Chairman |
| ii) | Executive Engineer,
Buildings 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.

(Signature)

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

(Handwritten notes and signatures)
21/5/14
2



GOVERNMENT OF SINDH
SERVICES, GENERAL ADMINISTRATION &
COORDINATION DEPARTMENT

NOTIFICATION

NO.SO(C-IV) SGA&CD/4-64/09: The Government of Sindh has been pleased to constitute a Complaint Redressal Committee as per SPPRA Rules 2010 (31), with the following composition and TORs:-

1	Additional Chief Secretary (Dev.), P&D Department, Govt. of Sindh	Chairman
2	Representative of the Accountant General Sindh	Member
3	Mr. Manzar Zahoor, Independent Professional	Member

Terms of Reference:

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

CHIEF SECRETARY SINDH

Karachi, dated the 10th March, 2012.

NO: SO(C-IV) SGA&CD/4-64/09

A copy is forwarded for information and necessary action to:-

- Senior Member, Board of Revenue Sindh.
- Additional Chief Secretary (Dev.), P&D Department, Govt. of Sindh.
- Additional Chief Secretary, Home Department, Govt. of Sindh.
- Secretary to Governor Sindh.
- Secretary to Chief Minister Sindh.
- Administrative Secretaries (All) Govt. of Sindh. *Public Services*
- Chairman / Member of the Committee:
- Deputy Secretary (Staff) to Chief Secretary Sindh.
- P.S. to Chief Secretary Sindh.
- P.S. to Secretary (I&C), SGA&CD.
- Master file.

CS
10/03/2012
SECTION OFFICER (C-IV)

13/3

13/3

copy to all
C-IV
D-13/3

13/3



NO. DC/TPR/1374 /2017

OFFICE OF THE DEPUTY COMMISSIONER**THARPARKAR**

MITHI DATED 26/4/2017

@ dcthar@gmail.com

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. Representative of District Accounts Officer Tharparkar Member

Terms of References (ToRs)

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

dc
25/4/17
(MUHAMMAD ZAMAN NAREJO, P.A.S)
Deputy Commissioner
Tharparkar

CC to:

1. The Secretary (GA), Services, General Administration & Coordination Department, Government of Sindh, Karachi.
2. The Commissioner, Mirpurkhas Division, Mirpurkhas
3. The Director (CB), Government of Sindh SPPRA, Barrack No.08, Sindh Secretariat No. 4-A Court Road, Karachi
4. The Superintending Engineer, Works & Services, Tharparkar.
5. The District Account Officer Tharparkar

Deputy Commissioner
Tharparkar

25/4/17

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.

(i) Renovation of Rest House Mithi (Civil Work).

Issue to Mr./MS. _____

And Charged Rs. 1000/-

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

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 BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.
(i) Renovation of Rest House Mithi (Civil Work).
- (c). Procuring Agency's Address:- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 0.485 (M)
- (e). Amount of Bid Security:- Rs. 24250/- (At 5%)
- (f). Period of Bid Validity (Days):- :- 90-Days
- (g). Security Deposit (i/c bid Security):- Rs. 43650/- (At 9%)
At 7.50% or 10% I.Tax
- (h). Percentage, if any, to be deducted from bills :- Rs. (Applicable)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On /02/2018
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
At 1:45 pm on /02/2018
- (k). Time for Completion from written order of Commence:- :- 12- (Twelve) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No. _____ Amount _____ Dated: / /2018 Bank _____


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

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 an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT DC COMPLEX MITHI

(I) RENOVATION OF REST HOUSE MITHI (CIVIL WORK)

ABSTRACT SHEET / SCHEDULE "B"

ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
PART "A" RENOVATION WORK					
13172-Sft	01	Distempering (c) Three coats (Rs. One thousand seventy nine Ps. Sixty five only)	1079/65	%Sft	142211/-
234-Sft	02	Supplying and fixing false ceiling of plaster of pairs in panels i/c making frame work of deodar wood including painting with Soligia paint. (Rs. Twenty five thousand two hundred ninety three Ps. Forty two only)	25293/42	%Sft	59187/-
23-Sft	03	Galvanized wire gauze fixed to chowkats with 3/4" thick deodar strips & screw. (Rs. One hundred ninety Ps. Seventy two only)	190/72	P.Sft	4386/-
576-Sft	04	Painting old surfaces:- Painting doors & windows any type three coats (Rs. One thousand six hundred sixty two Ps. Twenty one only)	1662/21	%Sft	9574/-
158-Sft	05	Painting guard bars gates iron bars grating railings i/c standard braces etc and similar open work.(Two coats) (Rs. Six hundred seventy four Ps. Sixty only)	674/60	%Sft	1066/-

Total: (a) 216424/-

> (_____ % Above/Below) Amount added / Deducted

(Rupees: _____)

Total (b) _____

(a + b) = Total "A" _____

ITEMS BASED ON MARKET OFFERED RATES

PART "B" Non-Schedule Items:

105-Sft	01	Providing & Fixing windows blinds of standard quality including railing etc complete		P.Sft	_____
1250-Sft	02	Providing & fixing PVC Wall pannels		P.Sft	_____

Total "B" _____

SUMMARY

COST OF BID:

- A - Cost based on composite Schedule of Rates Rs. _____
 - B - Cost bases on Market Offered Rates Rs. _____
- Total Cost of Bid () = Rs. _____

**Government
Contractor**

**Executive Engineer
Buildings Division
Tharparkar**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.

(ii) Renovation of Rest House Mithi (E.I Work).

Issue to Mr./MS. _____

And Charged Rs. 1000/-

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

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 BUILDINGS DIVISION
THARPARKAR @ MITHI.
- (b). Brief Description of Work:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE
MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C
COMPLEX MITHI.
(ii) Renovation of Rest House Mithi (E.I Work).
- (c). Procuring Agency's Address:- Office of The Executive Engineer Buildings
Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 0.415 (M)
- (e). Amount of Bid Security:- Rs. 20750/- (At 5%)
- (f). Period of Bid Validity (Days):- :- 90-Days
- (g). Security Deposit (i/c bid Security):- Rs. 37350/- (At 9%)
At 7.50% or 10% I.Tax
- (h). Percentage, if any , to be deducted from bills :- Rs. (Applicable)
- (i). Deadline for Submission of Bids along with
time:- :- At 1:00 pm On /02/2018
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer
Buildings Division Tharparkar @ Mithi.
At 1:45 pm on /02/2018
- (k). Time for Completion from written order of
Commence:- :- 12- (Twelve) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No. _____ Amount _____ Dated: / /2018 Bank _____


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

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 an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARRARKAR

**SCHEDULE "B" FOR FURNITURE FIXTURE FOR DITRICT
REST HOUSE MITHI (E.I WORK).**

(ITEM'S BASED ON COMPOSED NON-SCHEDULE OF RATE)

QTY	S.	ITEMS OF WORKS	RATE	UNIT	AMOUNT
<u>Rest House Mithi (V-I-P- Room E.I Work).</u>					
01-No.	01	Floor A/C 2-Ton 3-phase 440-volts approved design and shape i/c necessary fitting all labour & materials charges.	_____	Each	Rs. _____
44-Nos.	02	P/F LED lights superior quality 6-watts i/c existing holder etc complete.(L.Q.R)	_____	Each	Rs. _____
44-Nos.	03	Wiring for light or fan point with (3/0.029) PVC insulated wire in 20mm(3/4") PVC conduit recessed in the wall or column as required (P.No.15 S.I.No.124)	_____	Each	Rs. _____
100-Meter	04	Providing & lying (MAIN or SUB-MAIN)PVC insulated with 2-core copper conductor 300/500 volts size 6mm (P.No.2/S.I.No.62)	_____	P.Mtrs	Rs. _____
75-Meter	05	Providing & lying (MAIN or SUB-MAIN)PVC insulated & PVC Sheeted with three core copper conductor 600/1000 volts size 16mm (P.No.2/S.I.No.69)	_____	P.Mtrs	Rs. _____
32-Nos.	06	Providing & Fixing 3-pin plug & socket flush type. (P-30 S.I.No. 227)	_____	Each	Rs. _____
10-Nos.	07	P/F Wall bracket fan 18" sweep Pak/Royal/Milt made.	_____	Each	Rs. _____
					G.Total Rs. _____


SUMMARY

Cost of Bids :-

i). A-Cost based on Non/Offered Schedule of Rates Rs. _____

Total Cost of Bid (C) Rs. . _____

CONTRACTOR


**EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.

(iii) Renovation of DPCR and Darbar Hall D.C Complex Mithi (E.I Work).

Issue to Mr./MS. _____

And Charged **Rs. 1000/-**

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

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 BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- PROVISION OF FURNITURE & FIXTURE FOR REST HOUSE MITHI AND DPCR / EDUCATION CONTROL ROOM AT D.C COMPLEX MITHI.
(iii) Renovation of DPCR and Darbar Hall D.C Complex Mithi (E.I Work).
- (c). Procuring Agency's Address:- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 0.567 (M)
- (e). Amount of Bid Security:- Rs. 28350/- (At 5%)
- (f). Period of Bid Validity (Days):- :- 90-Days
- (g). Security Deposit (i/c bid Security):- Rs. 51030/- (At 9%)
- (h). Percentage, if any , to be deducted from bills :- Rs. At 7.50% or 10% I.Tax (Applicable)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On /02/2018
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi. At 1:45 pm on /02/2018
- (k). Time for Completion from written order of Commence:- :- 12- (Twelve) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No. _____ Amount _____ Dated: / /2018 Bank _____


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

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 contact work.

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

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

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

Clause – 11:

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

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.


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

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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

**SCHEDULE "B" FOR RENOVATION OF DPCR AND DARBAR
HALL DC COMPLEX MITHI (E.I WORK).**

(ITEM'S BASED ON COMPOSED NON- SCHEDULE OF RATE)

QTY	S.	ITEMS OF WORKS	RATE	UNIT	AMOUNT
<u>Part (i) District Polio Control Room (E.I)</u>					
20-Nos.	01	S/F LED lights superior quality 6-watts i/c existing holder etc complete.(L.Q.R)	_____	Each	Rs_____
22-Nos.	02	Wiring for light or fan point with (3/0.029) PVC insulated wire in 20mm(3/4") PVC conduit recessed in the wall or column as required (P.No.15 S.I.No.124)	_____	Each	Rs_____
01-No.	03	P/F A.C Split A/C 2-Ton 3-phase 440-volts approved design and shape i/c necessary fitting all labour & materials charges.	_____	Each	Rs_____
01-No.	04	P/F A.C stabilizer 10,000 watts electronics approved quality necessary connection.	_____	Each	Rs_____
22-Nos.	05	P/F A/C oneway S.P 10/15 amps switch prepared board .	_____	Each	Rs_____
22-Nos.	06	P/F False ceiling wall catori for saver i/c necessary connection.	_____	Each	Rs_____
164.36Mtrs	07	Providing & lying (MAIN or SUB-MAIN)PVC insulated with 2-core copper conductor 300/500 volts size 6mm (P.No.2/S.I.No.62)	_____	P.Mtr	Rs_____
02-Nos.	08	Providing & Fixing 3-pin plug & socket flush type.	_____	Each	Rs_____
					Total Rs_____

Part (ii) Education Control Room (E.I)

BASED ON COMPOSED NON- SCHEDULE

36-Nos.	01	S/F LED lights superior quality 6-watts i/c existing holder etc complete.(L.Q.R)	_____	Each	Rs_____
36-Nos.	02	Wiring for light or fan point with (3/0.029) PVC insulated wire in 20mm(3/4") PVC conduit recessed in the wall or column as required	_____	Each	Rs_____
36-Nos.	03	P/F False ceiling wall catori for saver i/c necessary connection.	_____	Each	Rs_____

02-Nos. 04 P/F A.C Split A/C 2-Ton 3-phase 440-volts approved design and shape i/c necessary fitting all labour & materials charges.

_____ Each Rs _____

02-Nos. 05 P/F A.C stabilizer 10,000 watts electronics approved quality necessary connection.

_____ Each Rs _____

50-Meters 06 Providing & lying (MAIN or SUB-MAIN)PVC insulated with 4-core copper conductor 600/1000 volts size 16mm .

_____ P.Mtr Rs _____

_____ Total Rs _____

01 Part (i) District Polio Control Room (E.I) Rs _____

02 Part (ii) Education Control Room (E.I) Rs _____

G.TOTAL Rs _____

SUMMARY

Cost of Bids :-

i). A-Cost based on Non/ Offered Schedule of Rates Rs. _____

Total Cost of Bid (C) Rs. . _____

CONTRACTOR

**EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR**

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

**NAME OF WORK:- Construction of Veterinary Center @ Village Rajoro
Mohammad Sidique Samejo U/C Rajoro Taluka Chachro.**

Issue to Mr./MS. _____

And Charged Rs. 2000/-

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

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 BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Construction of Veterinary Center @ Village Rajoro Mohammad Sidique Samejo U/C Rajoro Taluka Chachro.
- (c). Procuring Agency's Address:- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 1.650 (M)
- (e). Amount of Bid Security:- Rs. 82500/- (At 5%)
- (f). Period of Bid Validity (Days):- :- 90-Days
- (g). Security Deposit (i/c bid Security):- Rs. 148500/- (At 9%)
- (h). Percentage, if any, to be deducted from bills :- Rs. At 7.50% or 10% I.Tax (Applicable)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2018
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi. At 1:45 pm on / /2018
- (k). Time for Completion from written order of Commence:- :- 18- (Eighteen) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No. _____ Amount _____ Dated: / /2018 Bank _____


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

CONDITIONS OF CONTRACT

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work. The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorata basis.

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

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

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

Clause – 11:

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

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

**CONSTRUCTION OF VETERINARY CENTRES IN TALUKA CHACHRO DISTRICT THARPARKAR
(05-UNITS) AT VILLAGE RANO TEJO & (3) OTHERS**

(iv) AT VILLAGE RAJORO MOHAMMAD SIDIQUE SAMEJO U/C RAJORO TALUKA CHACHRO.

ABSTRACT SHEET / SCHEDULE "B"

ITEMS BASED ON COMPOSED SCHEDULE OF RATES

QUANTITY	S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
PART "A" MAIN BUILDING:					
1433-Cft	01	Excavation in foundation of Building Bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and remaining lead up to 5ft.(b) In ordinary Soil. (Rs. Three thousand one hundred seventy six Ps. Twenty five only)	3176/25	%Cft	4552
513-Cft	02	Cement concrete brick or stone ballast 1 1/2" to 2" guage. 1:6:12. (Rs. Eight thousand one hundred twenty two Ps. Ninety five only)	8122/95	%Cft	41671/-
1006-Cft	03	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (Rs. Eleven thousand nine hundred forty eight only)	11948/36	%Cft	120201/-
955-Cft	04	Filling watering and ramming earth in floor with surplus earth from foundation lead up to one chain and lift up to 5' ft. (Rs. One thousand five hundred twelve Ps. Fifty only)	1512/50	%Cft	1444/-
185-Cft	05	R.C.C work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rates also includes all kinds of forms moulds, lifting shuttering curing rendering & finishing the exposed surface i/c screening and washing of shingle (A) R.C work in roof slab beams columns rafts lintels and other structural members laid in situ or precast laid on position complete in all respect ration 1:2:4 90 lbs cement 2 cft, sand 4 cft, shingle 1/8" to 1/4" gauge. (Rs. Three hundred thirty seven only)	337/-	P.Cft	62345/-
6.29-Cwt	06	Fabrication of mid steel reinforcement for cement concrete including cutting bending laying in position making joints and fastening cost of binding wire also including removal of rust from bars. Tor Bar. (Rs. Five thousand one Ps. Seventy only)	5001/70	P.Cwt	31461/-
1.11-Cwt		Mild Steel (Rs. Four thousand eight hundred twenty Ps. Twenty only)	4820/20	P.Cwt	5350/-
1029-Cft	07	Pacca brick work in G.Floor in cement mortar 1:6 (Rs. Twelve thousand six hundred forty four Ps. Thirty six only)	12674/36	%Cft	130419/-
63-Sft	08	Damp proof course with (cement sand and shingle concrete 1:2:4) i/c 2 coats of asphaltic mixture 3" thick (Rs. Four thousand nine hundred eighty two Ps. Eighteen only)	4982/18	%Sft	3139/-
9.66-Cwt	09	Supplying R.S Grider 4"x8" size of approved quality (Rs. Three thousand eight hundred fifty only)	3850/-	P.Cwt	37191/-
6.46-Cwt	10	Supplying of R.S.T iron 2"x2"x 1/4" size of approved quality. (Rs. Three thousand five hundred seventy five only)	3575/-	P.Cwt	23095/-

16.12-Cwt	11	Erection rolled steel beams or old rails in roof etc erection and fixing in position. (Rs. One hundred eighty six Ps. Thirty four only)	186/34	P.Cwt	3002/-
466-Sft	12	First Class tile roofing consisting of 4" earth and 1" mud plaster with Gobri leeping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layers of tiles 12"x6"x 1 1/4" laid in 1:6 cement mortar including 1/2" sand wiched layer of 1:6 cement mortar i/c 1:2 cement pointing underside of tiles complete including curing etc. (Rs. Eleven thousand four hundred forty three Ps. Ten Only)	11443/10	%Sft	53325/-
466-Sft	13	P/L single per laver of polythene sheet 0.13 mm thick for water proofing as per specification and instruction of Engineer incharge. (Rs. Ten Ps. Seventy only)	10/70	%Sft	4986/-
66-Sft	14	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for doors using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs. Two hundred twenty eight Ps. Ninety only)	228/90	P.Sft	15107/-
115-Sft	15	P/F G.I frame chowkats of size 7"x2" or 4 1/2" for windows using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all caring tools and plants used in making and fixing. (Rs. Two hundred forty Ps. Fifty only)	240/50	P.Sft	27658/-
69-Sft	16	Supplying and fixing in position iron/steel grill of 3/4"x1/4" size flat iron of approved design i/c painting three coats etc complete. (Weight not to be less than 3.7 lbs/sq foot of finished grill (Rs. One hundred eighty Ps. Fifty only)	180/50	P.Sft	12455/-
176-Cft	17	Pacca brick work other then building i/c striking of joints up to 20 feet heighten (e) cement sand mortar. 1:6. (Rs. Twelve thousand three hundred forty six Ps. Sixty five only)	12346/65	%Cft	21730/-
50-Sft	18	Making and fixing steel grated door with 1/16" thick sheeting i/c angle iron frame 2"x2" 3/8" and 3/4" sq: bars 4" centre to centre (Rs. Seven hundred twenty six Ps. Seventy two only)	726/72	P.Sft	36336/-
35-Sft	19	Providing and fixing steel grill door with single iron frame of 1 1/2" x 1 1/2" x 1/4" and flat iron of 3/4" x1/4" with approved design and locking arrangement embedded in masonry as per instruction of Engineer Incharge (Rs. Two hundred thirty one Ps. Sixty only)	231/60	P.Sft	8106/-
4844-Sft	20	Cement plaster 1:6 upto 12' height 1/2" thick (Rs. Two thousand two hundred six Ps. Sixty only)	2206/60	%Sft	106888/-
4844-Sft	21	Cement plaster 1:4 upto 12' height 3/8" thick (Rs. Two thousand one hundred ninety seven Ps. Fifty two only)	2197/52	%Sft	106448/-
599-Sft	22	Laying floors of approved white glazed tiles 1/4" thick in white cement 1:2 over 3/4" thick cement mortar 1:2 complete. (Rs. Twenty seven thousand six hundred seventy eight Ps. Eighty six only)	27678/86	%Sft	165796/-

169-Sft	23	White glazed tile 1/4" thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4" thick including finishing. (Rs. Twenty eight thousand two hundred fifty three Ps. Sixty one only)	28253/61	%Sft	47749/-
140-Sft	24	First class deodar wood wrought joinery in doors and windows etc fixed in position i/c chowkats hold fasts hinges iron tower bolts chocks cleaths handle and cords with hooks etc.(Only shutter) (Rs. Nine hundred two Ps. Ninety three only)	902/93	P.Sft	126410/-
5092-Sft	25	Priming coat of chalk distemper. (Rs. Four hundred forty two Ps. Seventy five only)	442/75	%Sft	22545/-
5092-Sft	26	Distemping (b) Two coats (Rs. One thousand forty three Ps. Ninety only)	1043/90	%Sft	53155/-
327-Sft	27	Painting new surfaces:- (c) Prepaing surface and painting of doors & windows any type, (including edges) (Rs. Two thousand one hundred sixteen Ps. One only)	2116/01	%Sft	6919/-
613-Sft	28	Painting new surfaces:- Painting guard bars gates of iron brass grating railing i/c standard braces etc and similar open work. (Three coats) (Rs. One thousand two hundred seventy Ps. Eighty three only)	1270/83	%Sft	7790/-
35-Sft	29	Providing and laying 3" thick topping cement concrete (1:2:4) i/c surface finishing and dividing into panels. (Rs. Four thousand four hundred eleven Ps. Eighty two only)	4411/82	%Sft	1544/-
3-Nos	30	Plain G.I Sheet iron spout fixed in place i/c painting. (Rs. Two hundred seventy five Ps. Eleven only)	275/11	Each	825/-
81-Rft	31	Providing & fixing G.I pipes & special etc including fixing cutting & fitting complete with i/c the cost of cutting trench up to 2 1/2" feet deep refilling watering ramming and disposal of surplus earth with in one chain and painting two coats of bitumen paint to pipes and specials after cleaning and Hessian cloth socked in maxphah composition wrapped tightly round pipes & testing to pressure head of 200 feet and handing. 2" dia (Rs. Two hundred twenty five Ps. Seventy three only)	225/73	P.Rft	18284/-

Total: (a) 1307926/-

➤ (_____ % Above/Below) Amount added / Deducted

(Rupees: _____)

Total (b)

(a + b) = Total "A"

ITEMS BASED ON COMPOSED SCHEDULE OF RATES

PART "B" W/S & S/F

1-No	01	Providing and fixing squatting type white glazed of flussing cistern with internal fitting and flush pipe bend and making requist number of holes in wall plinth in floor for pipe holes connection and making good in cement concrete 1:2:4 (a) W.C pan of non less than white 4" dia white glazed earthen waterape and plastic thumble. (Rs. Five thousand eighty eight Ps. Twenty only)	5088/20	Each	5088/-
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2-Nos	02	P/F 6"x2" or 6"x3" C.I floor trap of the approved self cleaning design with screwed down gritting with or without a vent arm complete with and i/c making requisite number of holes in walls plinth in and floor for pipe condition & making good in C.C 1:2:4. (Rs. Two thousand twenty four Ps. Forty three only)	2024/43	Each	4049/-
1-No	03	Providing & fixing in position nyloon connection complete with 1/2" dia dap brass stop cock with pair of brass nuts and lining joints ti nyloon connection. (Rs. Four hundred forty seven Ps. Fifteen only)	447/15	Each	447/-
4-Nos	04	S / Fixing canceled tee - stop cock of superior quality with c.p head 1/2" dia (Rs. Eight hundred forty three Ps. Ninety two only)	843/92	Each	3376/-
15-Rft	05	Providing, Laying UPVC pipes of Class 'B' fixing in trench i/c cutting, fitting and jointing with solvent cement i/c testing with water to a head of 61 meter or 200 ft (P.H.E) b) 100 mm (4" dia) (Rs. One hundred thirty six only)	136/-	P.Rft	2040/-
1-No	06	Supplying and fixing jet shower with rod of superior quality single c.p head 1/2" dia. (Rs. One thousand one hundred forty two Ps. Twenty four only)	1142/24	Each	1142/-
1-No	07	S/F fiber glass tank of approved quality and design and wall thickness as specified i/c cost of nuts bolts and fixing in plate form of cement concrete 1:3:6 and making connection for in let out let & over flow pipe etc complete (a) 250 gallons wall thickness 3.5 mm (Rs. Twenty one thousand nine hundred eighty nine Ps. Sixty one only)	21989/61	Each	21990/-

Total: (a) 38132/-

> (_____ % Above/Below) Amount added / Deducted

(Rupees: _____)

Total (b) _____

(a + b) = Total "B" _____

ITEMS BASED ON MARKET / OFFERED RATES

PART "C" NON-SCHEDULED ITEMS

100-Rft	01	Providing & Fixing UPVC Pipe of approved quality a) 1" dia	_____	P.Rft	_____
20-Rft		b) 3/4" dia	_____	P.Rft	_____
20-Rft		c) 1/2" dia	_____	P.Rft	_____
2-Nos	02	Providing & Fixing UPVC Plug T 4" dia	_____	Each	_____
2-Nos	03	Providing & Fixing UPVC Plain bend 4" dia	_____	Each	_____

Total "C" _____

SUMMARY

COST OF BID:

- | | |
|---|-----------|
| 1. A – Cost based on composite Schedule of Rate | Rs. _____ |
| 2. B – Cost bases on composite Schedule of Rate | Rs. _____ |
| 3. C – Cost based on Market/Offered Rates | Rs. _____ |
| Total Cost of Bid () = Rs. _____ | |

**Government
Contractor**

Executive Engineer
Buildings Division
Tharparkar

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK:- Construction of Veterinary Center @ Village Tardos Arbab Sattar Paro U/C Tardos Taluka Chachro (E.I Work).

Issue to Mr./MS. _____

And Charged Rs. 500/-

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

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 BUILDINGS DIVISION
THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Construction of Veterinary Center @ Village Tardos Arbab Sattar
Paro U/C Tardos Taluka Chachro (E.I Work).
- (c). Procuring Agency's Address:- Office of The Executive Engineer Buildings
Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 0.096 (M)
- (e). Amount of Bid Security:- Rs. 4800/- (At 5%)
- (f). Period of Bid Validity (Days):- :- 90-Days
- (g). Security Deposit (i/c bid Security):- Rs. 8640/- (At 9%)
- (h). Percentage, if any , to be deducted from bills :- Rs. At 7.50% or 10% I.Tax
(Applicable)
- (i). Deadline for Submission of Bids along with
time:- :- At 1:00 pm On / /2018
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer
Buildings Division Tharparkar @ Mithi.
At 1:45 pm on / /2018
- (k). Time for Completion from written order of
Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No. _____ Amount _____ Dated: / /2018 Bank _____


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

CONDITIONS OF CONTRACT

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work. The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorata basis.

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

Clause – 3: Termination of the Contract.

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

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

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

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

Clause – 11:

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

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

CONTRACTOR


EXECUTIVE ENGINEER
BUILDINGS DIVISION
A. THARPARKAR

Schedule "B" for

**Construction of Veterinary Center @ Village Tardos Arbab Sattar Paro U/C Tardos
Taluka Chachro (E.I Work).**

(ITEM'S BASED ON COMPOSED SCHEDULE OF RATE)

QTY	S.#	ITEMS OF WORKS	RATE	UNIT	AMOUNT
23-Nos	01	Wiring for light or fan point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. Nine hundred ten only)	910/-	Each	Rs. 20930/-
06-Nos	02	Wiring for Plug point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. Seven hundred forty two only).	742/-	Each	Rs.4452/-
01-No.	03	Wiring for Call Bell point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. One thousand five hundred Ninety only).	1590/-	Each	Rs.1590/-
23-Nos	04	Providing & fixing A.C one way S.P 10/15 amps switch on surface type . (Rs. Fifty eight only).	58/--	Each	Rs. 1334/--
06-Nos	05	Providing & Fixing 2 pin 5 amps plug & socket. (Rs. Eighty only).	80/-	Each	Rs. 480/-
100Meter	06	P/L (Main or SUB - MAIN) PVC insulated with size 2-7/0.029 copper conductor in 3/4" dia PVC Conduit on surface. (Rs. One hundred seventy one only)	171/-	P.Meter	Rs. 17100/-
30Meter	07	P/L (Main or SUB - MAIN) PVC insulated with size 2-7/0.044 copper conductor in 1" dia PVC Conduit on surface. (Rs. Three hundred five only)	305/-	P. Meter	Rs. 9150/-
18-Nos	08	P/F Brass batten holder swiveling type. (Rs. Sixty nine only)	69/-	Each	Rs. 1242/-
05-Nos	09	P/F Backlight ceiling Rose with two terminals. (Rs. Seventy two only)	72/-	Each	Rs. 360/-
05-Nos	10	P/F Circuit breaker 6,10,15,20,30,40,50 & 63 amps S.P(TB-55) on a prepared board as rewired (Rs. Nine hundred sixteen only)	916/-	Each	Rs. 4580/-
01-No.	11	P/F Circuit breaker 6,10,15,20,30,40,50 & 63 amps D.P (TB-55) on a prepared board as required (Rs. Two thousand four hundred fifty six Only)	2456/-	Each	Rs. 2456/--
05-Nos.	12	P/F Brass Ceiling Fan 56" sweep (Good Quality) (Rs. Three thousand one hundred eighty five Only)	3185/-	Each	Rs. 15925/-
01-No.	13	P/F ammeters size 96/96mm Direct 15A,30A,50A,60A & 100A as required & as per instruction of EI) (Rs. One thousand fifty four Only)	1054/-	Each	Rs. 1054/-

01-Nos.	14	P/F Voltmeter size 96/96mm 500 volt as required & as per instruction of EI).			
		(Rs. Nine hundred ninety nine Only)	999/-	Each	Rs. 999/--
04-Nos.	15	Providing & Fixing three pin 10/15 amps plug & socket flush type.(P-30 S.I.No. 227)			
		(Rs. One hundred sixty two Only	162/-	Each	Rs. 648/-

Total (a) Rs. 80590/--

(_____ % Above/Below) Amount added /Deducted Total (b) Rs. _____

(Rupees _____

(a+b)= Total "A" _____

PART-"B" NON-SCHEDULE ITEMS.

ITEMS BASED ON MARKET (OFFERED RATES)

18-Nos.	01	P/F Energy sever superior quality i/c fixing on existing holder etc complete.(L.Q.R)	@ Rs. _____	Each	Rs. _____
1.50 Sft	02.	P/F Distribution board double shutter to accommodate circuit breaker i/c painting with enameled paint & for other similar jobs on surface.	@ Rs. _____	Each	Rs. _____
05-Nos.	03.	P/F Girder Type Fan Clamp. (L.Q.R)	@ Rs. _____	Each	Rs. _____

Total Part "B" Rs. _____

SUMMARY

Cost of Bids :-

- i). A-Cost based on composite Schedule of Rates Rs. _____
- ii). A-Cost based on Non/Offered Schedule of Rates Rs. _____

Total Cost of Bid (C) Rs. . _____

CONTRACTOR


 EXECUTIVE ENGINEER
 BUILDINGS DIVISION
 THARPARKAR

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contractors Costing Up to Rs. 2.5 MILLION)

NAME OF WORK:- Construction of Veterinary Center @ Village Bhane Jo Tar
(Arbab Saifal Paro) U/C Dharendhro Taluka Chachro (E.I Work).

Issue to Mr./MS. _____

And Charged **Rs. 500/-**

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

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 BUILDINGS DIVISION THARPARKAR @ MITHI.
- (b). Brief Description of Work:- Construction of Veterinary Center @ Village Bhane Jo Tar (Arbab Saifal Paro) U/C Dharendhro Taluka Chachro (E.I Work).
- (c). Procuring Agency's Address:- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi.
- (d). Estimated Cost:- Rs. 0.096 (M)
- (e). Amount of Bid Security:- Rs. 4800/- (At 5%)
- (f). Period of Bid Validity (Days):- :- 90-Days
- (g). Security Deposit (i/c bid Security):- Rs. 8640/- (At 9%)
- (h). Percentage, if any , to be deducted from bills :- Rs. At 7.50% or 10% I.Tax (Applicable)
- (i). Deadline for Submission of Bids along with time:- :- At 1:00 pm On / /2018
- (j). Venue, Time & Date of Bid Opening:- :- Office of The Executive Engineer Buildings Division Tharparkar @ Mithi. At 1:45 pm on / /2018
- (k). Time for Completion from written order of Commence:- :- 06- (Six) Months
- (l). Liquidity Damages:- Rs. (At 10%)

CD No. _____ Amount _____ Dated: / /2018 Bank _____


EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

CONDITIONS OF CONTRACT

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work. The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorata basis.

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

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- (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;
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 - (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.
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- (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.

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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.

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Clause – 9: Issuance of Variation and Repeat Orders.

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

(C) Uncorrected Defects:

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

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

Clause – 11:

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

(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

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

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

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

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

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

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

CONTRACTOR

EXECUTIVE ENGINEER
BUILDINGS DIVISION
THARPARKAR

Schedule "B" for

Construction of Veterinary Center @ Village Bhane Jo Tar (Arbab Saifal Paro) U/C
Dharendhro Taluka Chachro (E.I Work).

(ITEM'S BASED ON COMPOSED SCHEDULE OF RATE)

QTY	S.#	ITEMS OF WORKS	RATE	UNIT	AMOUNT
23-Nos	01	Wiring for light or fan point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. Nine hundred ten only)	910/-	Each	Rs. 20930/-
06-Nos	02	Wiring for Plug point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. Seven hundred forty two only).	742/-	Each	Rs.4452/-
01-No.	03	Wiring for Call Bell point with 1/1.13(3/0.029) PVC insulated wire in 20mm (3/4") Channel Patti on surface as required. (Rs. One thousand five hundred Ninety only).	1590/-	Each	Rs.1590/-
23-Nos	04	Providing & fixing A.C one way S.P 10/15 amps switch on surface type . (Rs. Fifty eight only).	58/--	Each	Rs. 1334/--
06-Nos	05	Providing & Fixing 2 pin 5 amps plug & socket. (Rs. Eighty only).	80/-	Each	Rs. 480/-
100Meter	06	P/L (Main or SUB - MAIN) PVC insulated with size 2-7/0.029 copper conductor in 3/4" dia PVC Conduit on surface. (Rs. One hundred seventy one only)	171/-	P.Meter	Rs. 17100/-
30Meter	07	P/L (Main or SUB - MAIN) PVC insulated with size 2-7/0.044 copper conductor in 1" dia PVC Conduit on surface. (Rs. Three hundred five only)	305/-	P. Meter	Rs. 9150/-
18-Nos	08	P/F Brass batten holder swiveling type. (Rs. Sixty nine only)	69/-	Each	Rs. 1242/-
05-Nos	09	P/F Backlight ceiling Rose with two terminals. (Rs. Seventy two only)	72/-	Each	Rs. 360/-
05-Nos	10	P/F Circuit breaker 6,10,15,20,30,40,50 & 63 amps S.P(TB-55) on a prepared board as rewired (Rs. Nine hundred sixteen only)	916/-	Each	Rs. 4580/-
01-No.	11	P/F Circuit breaker 6,10,15,20,30,40,50 & 63 amps D.P (TB-55) on a prepared board as required (Rs. Two thousand four hundred fifty six Only)	2456/-	Each	Rs. 2456/--
05-Nos.	12	P/F Brass Ceiling Fan 56" sweep (Good Quality) (Rs. Three thousand one hundred eighty five Only)	3185/-	Each	Rs. 15925/-
01-No.	13	P/F ammeters size 96/96mm Direct 15A,30A,50A,60A & 100A as required & as per instruction of EI (Rs. One thousand fifty four Only)	1054/-	Each	Rs. 1054/-

01-Nos.	14	P/F Voltmeter size 96/96mm 500 volt as required & as per instruction of EI).	(Rs. Nine hundred ninety nine Only)	999/-	Each	Rs. 999/--
04-Nos.	15	Providing & Fixing three pin 10/15 amps plug & socket flush type.(P-30 S.I.No. 227)	(Rs. One hundred sixty two Only	162/-	Each	Rs. 648/-

Total (a) Rs. 80590/--

(_____ % Above/Below) Amount added /Deducted Total (b) Rs _____
 (Rupees _____)

(a+b)= Total "A" _____

PART-"B" NON-SCHEDULE ITEMS.

ITEMS BASED ON MARKET (OFFERED RATES)

18-Nos.	01	P/F Energy sever superior quality i/c fixing on existing holder etc complete.(L.Q.R)	@ Rs. _____	Each	Rs. _____
1.50 Sft	02.	P/F Distribution board double shutter to accommodate circuit breaker i/c painting with enameled paint & for other similar jobs on surface.	@ Rs. _____	Each	Rs. _____
05-Nos.	03.	P/F Girder Type Fan Clamp. (L.Q.R)	@ Rs. _____	Each	Rs. _____

Total Part "B" Rs. _____


SUMMARY

Cost of Bids :-

- i). A-Cost based on composite Schedule of Rates Rs. _____
- ii). A-Cost based on Non/Offered Schedule of Rates Rs. _____

Total Cost of Bid (C) Rs. . _____

CONTRACTOR


 EXECUTIVE ENGINEER
 BUILDINGS DIVISION
 THARPARKAR

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

BIDDING DATA

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

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

(Executive Engineer/Authority issuing bidding document)


Executive Engineer
Buildings Division
Tharparkar

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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

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

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

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

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

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

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

*Executive Engineer
Buildings Division
Tharparkar*

BILL OF QUANTITIES

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

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

Amount TOTAL (a)

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

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

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

Contractor

Executive Engineer/Procuring Agency

(Signature)
Executive Engineer
Buildings Division
Tharparkar

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

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

Total (B) in words & figures:

Contractor

Executive Engineer/Procuring Agency

[Handwritten Signature]
Executive Engineer
Buildings Division
Tharparkar

Summary of Bill of Quantities.

Cost of Bid

Amount

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

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

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

Contractor

Executive Engineer/Procuring Agency


Executive Engineer
Buildings Division
Tharparkar