

SECTION - 7
BILL OF QUANTITIES

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BILL OF QUANTITIES

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1. BILL OF QUANTITIES Preamble to Price Schedules

NAME OF PROJECT: REPAIRING AND COLOR WORK OF YATRI BHAWAN AT CHHOTAUDEPUR NAGARPALIKA UNDER: 15TH FINANCE YEAR-2024-25 (TIED) GRANT.....The bill of Quantities shall be read in conjunction with the Instructions to Bidder, Conditions of Contract, Technical Specifications and Drawings.

1. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
2. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, layout, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
3. The rates and prices shall be quoted entirely in Indian Currency.
4. A rate or prices shall be entered against each item in the Bill Quantities, whether quantities are stated or not. The cost of Items against which Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities (in case of Item rate contract).
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
6. General direction and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
7. The method of completed work of payment shall be in accordance with the specification for Road and Bridge works. For building works specifications for building are to be followed.
8. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidder.
9. Rock is defined as all materials which, in the opinion of the Engineer, required blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.
10. Break Up Of Schedule Of Payment As per Schedule-B
11. The rates and prices shall be submitted in the electronic formats given by n-procure which is called Schedule B, rates and prices received in any other formats will be rejected and the Bids will be disqualified.
12. It will be entirely at the discretion of the Employer to accept or reject the bidder's proposal, without giving any reasons whatsoever and the bidder shall not be permitted to withdraw his bid on this account.
13. Price Schedule-A gives the Schedule showing approximately the materials to be free supplied from the

by client.

14. In Schedule-B the Bidder shall quote prices for the items on lump sum / unit rate as called for against the BOQ item.
15. In Price Schedule-B, bidder shall quote his price for entire work. Prices quoted in Schedule-B only will be considered for price evaluation & shall form a part of the Contract Agreement.
16. In the Price Schedule-B bidder shall furnish breakup of his prices quoted in Price Schedule-B and shall be carried forward to Schedule-B for comparison and evaluation.
17. The total shall be carried forward to Schedule-B for comparison and evaluation.
18. Wherever for a particular item the quantities have been specified payment shall be on unit rate basis and unit variation in quantity will be paid with pro rata basis.
19. Each item is to be individually priced online and the amounts shall be added up to arrive at the "Total of each Price Schedule". No column in the Schedules of prices shall be left blank except where the item description requires the item to be priced on "as applicable" basis. The item shall not be priced if it is "not applicable" to the bidder's design, in which case the bidder shall add the words "NOT APPLICABLE". The wording in the item description is for subject matter guidance only; clause references are indicative only and all other relevant clauses shall also be referred to. The prices shall allow for all the works covered under the bid and all liabilities and contractual obligations whether separately specified or not. Items against which no prices are quoted shall not be separately paid for and the bidder shall be deemed to have covered the cost of execution of such items (according to the requirements of the bid document) in the prices quoted for other items.
20. Items not specifically listed in his Price Schedules, but required to be executed for satisfactory working/safety of the system as specified, will not be separately paid for by the Employer when executed and shall be deemed to be already covered by other items And rates listed in the price sheets No extra payment shall be given for any item which is required to complete and perform the project.
21. The total of the item prices in Price Schedule-B shall be equal to the price quoted by the bidder in Price Schedule B and shall be firm and fixed, during the pendency of the Contract. In case of any discrepancy noted in the various price schedules, those in Schedule B will be considered and binding on the Contractor. The prices in Price Schedule B of the successful bidder shall be corrected accordingly. Only Price Schedule-B after carried over and arithmetic corrections if any will be considered for financial evaluation of the bid.
22. Schedule 'D gives the basis of interim payment for construction of civil works.
23. The bidder shall be deemed to have allowed in his price for provision, maintenance and final removal of all temporary works of whatsoever nature required for construction including temporary bunds, diverting water, pumping, de-watering etc. for the proper execution of works. The rates shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved.
24. Prices shall be filled online only.
25. The Price Schedules are to be read in conjunction with the Conditions of Contract, the Specifications and other sections of these bid documents and these documents are to be taken as mutually explanatory of

one another.

26. The bidder shall interpret the data furnished and carry out any additional survey work, or investigation work required at his own cost.
27. The prices quoted shall also include the cost of materials utilized for testing.
28. The bidder should acquaint himself with the site conditions including the access to Work site. The successful bidder shall have to make suitable access to work sites at his own cost. These accesses will be used by the other contractors working for Chhota Udepur Nagarpalika.
29. The item descriptions in price schedule are for subject matter guidance only and the prices shall include all the equipment's / materials / accessories and services required as per the specifications. The bidder shall fill in the price schedule furnished.
30. General Conditions of Contract, Clause No. 1, and Security Deposit.
31. 1% of the value of work will be deducted from the Running bill against labour cess which is nonrefundable.
32. Third Party Inspection/CSC agency will be deployed by Chhota Udepur Nagarpalika and charges of the same will be borne by Bidder.
33. Any expenditure incurred by inspection/ CSC agency for the work misinformed by the contractor and charges of inspection/ CSC agency without any work due to misinformation shall be recovered from the contractor.
34. The prices shall be quoted inclusive all taxes, royalties and duties prevailing at the time of submission of the bids. Statutory variation if any during the currency of contract shall have to borne by the agency which shall be not be reimbursed.
35. The rates to be quoted by the contractor are inclusive of sales GST & all other taxes. No extra payment on this account will be made to the contractor.
36. The rates quoted shall be Inclusive of GST, and inclusive of all other taxes, duties which shall not be paid extra. While GST will be Payable for admissible part of actual work done at the approved tender rates and tender conditions of price variations. GST shall be paid as per prevailing rates at the time of payment. The TDS shall be deducted at source as per provision of IT rules and policy.
37. Goods and Service Tax (GST TDS) Amount as per Government Rules and Regulation will be Deducted from Contractors / Bidder Running Bill / Final Bill by Nagarpalika Stage / Bill Wise.(as per resolution GST/1017/1097/GST Cell dated 15/09/2018)
38. The Ministry of Finance and Company Affairs, Department of Revenue, Government of India has issued a notification No. 6/2007-Central Excise Circular No. 6/2007, dated 1th March 2007 regarding the Central Excise Duty Exemption. By this notification, the notification 659/50/2002 dated 6th September, 2002 has been amended and the earlier notification 26/2009 dated 4th December, 2009 has been amended and the Items of materials, instruments, apparatus and appliance, ancillary equipment's and their components/parts, etc. for setting up of Water Treatment Plants and the Pipes needed for delivery of water from its source to the Plant and from there to the Storage facility (as mentioned in notification No.6/2007) are exempted from Central Excise Duty subject to the Certification by the Collector/ District Magistrate/ Deputy Commissioner of the District, regarding its use on such Projects. Necessary Project

Authority Certificate shall be made available to the Contractor, as per the prevailing rules, to facilitate him to avail the benefit in terms of Exemption of Central Excise. (Circulars attached herewith)

39. Royalties: The contractor shall be liable to pay the royalty of the quarried materials/ minerals used in the construction of works at the rates specified in the Narmada Water Resources, Water Supply & Kalpsar Dept. Resolution No. GEN-2010-595-(6)-M.I.Cell (K-1) Dt. 29-4-2011 (Gujarati Version Copy enclosed) and shall be recovered from the running bills of the work from time to time and remaining amount if any shall be recovered from the final bill before releasing the security deposit of the work. The contractor shall furnish the statement showing the quantity of quarried materials / minerals from whom purchased (with full address of the seller) and copies of the bills for purchase to the Executive Engineer of the in charge of the work. The contractor shall also furnished such additional information as regards royalty payment to the competent authority.
40. Agency shall have to take Insurance policy and intimate to Chhota Udepur Nagarpalika along with the evidence within time limit. In case of noncompliance entire responsibility shall be rest with the agency and required amount shall be recovered from any due amount of the agency.
41. Chhota Udepur Nagarpalika can recover penalty amount from the agency for not taking the insurance. Though the penalty amount is recovered, responsibility of the agency for taking insurance shall be continued and will not be escaped from the responsibility.
42. The contractor shall apply fair means of stock maintenance and shall adopt accounting standard as may be prescribed under GST Act as applicable in the state of Gujarat. For arriving at the difference in procurement prices due to introduction of GST it will be open for the Board to ask for original invoices, lorry receipt, weigh bridge slips, payment details and such other documents as may be required for the purpose.
- The claim of contractor regarding GST shall have to be backed by documentary evidence substantiating the actual payment of tax duly certified by the competent tax authority. The final decision regarding the quantum of claim amount to be recovered or reimbursed shall be of the competent authority and shall be binding on the contractor.
43. To facilitate bidder during the bidding stage, department has provided the indicative quantities in the minimum BOQ, which are meant to appraise the bidder about magnitude of the work and these are likely to vary on the basis of detailed survey and geotechnical investigation depending upon land/ ROU availability during execution and the contractor shall have no objection to such minor or major changes or deletion or addition of the item/ items. The sizing indicated in the drawing and minimum BOQ is binding to contractor and size smaller/ lower than this may not be permitted. However, in case higher/ larger size is required as per detailed survey and geotechnical investigation based detailed Design for execution, quantity variation beyond 10% on upward side will be adjusted on pro rata basis. Quantity variation on lower side will be adjusted, irrespective of the variation. This being turnkey tender, any item specifically not mentioned in the BOQ, but required for approval of the competent authority is deemed to be covered in the project. Payment towards various items indicated in minimum BOQ for shall be made on the prorata basis i.e. in case estimate is X and approved contract rate is Y, then ratio of X/Y would be applicable for making the payment towards the item executed. For the item indicated in the minimum BOQ is not executed by the contractor, payment shall not be made towards that particular item.

Signature of Contractor

CHIEF OFFICER
CHHOTA UDEPUR NAGARPALIKA CHHOTA UDEPUR

2. BID FORM

Bidders are required to fill up all the blank spaces in this Bid Form.

**To,
CHIEF OFFICER
CHHOTA UDEPUR NAGARPALIKA
CHHOTA UDEPUR**

Dear Sir,

**SUB: REPAIRING AND COLOR WORK OF YATRI BHAWAN AT CHHOTAUDEPUR NAGARPALIKA
UNDER: 15TH FINANCE YEAR-2024-25 (TIED) GRANT.**

1. Having visited the site and examined the Bid Documents, Drawings, Conditions of Contract, Specifications, Schedules, Annexure, Preamble to Price Schedules, Price Schedules etc. including Addenda / Amendments to the above, for the execution of the above Contract, we the undersigned offer to Design, Engineer, Procure, Construct, Complete, Commission, operate, maintain and Run the whole of the said works for 03 Months from the date of commissioning including defects liability period as given in Conditions of Contract and in conformity with the drawings, conditions of Contract, specifications, Preamble to Price Schedules, Price Schedules, Annexure, Bidding Documents, including Addenda Nos. _____ (insert numbers) for Lump sum fixed price of Rs. _____.

(Rupees _____) for Construction including free trial run for three months or such other sum as may be ascertained in accordance with the conditions.

2. I / We agree that

(a) If we fail to provide required facilities to the Employer's representative or any other person / Agency by the Employer to perform on his behalf for carrying out the inspection and testing of materials and workmanship.

Or

(b) If we incorporate into the Works, materials before they are tested and approved by the Engineer's representative

Or

(c) If we fail to deliver pure water of required quantity according to the conditions / stipulations of the Contract, the Engineer will be at liberty to take any action including termination of Contract and impose at his absolute discretion any penalties, and / or reject the work.

3. We undertake, if our Bid is accepted, to complete and deliver the works in accordance with the Contract within 03 Months, inclusive of monsoons, from the date or receipt of Letter of Acceptance issued to us by you.

4. We agree to abide by this Bid for a period of $120+45=165$ days from the last date of submission of bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5. In the event of our Bid being accepted, we agree to enter into a formal Contract Agreement

with you incorporating the conditions of Contract thereto annexed but until such agreement is prepared this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

6. We agree, if our Bid is accepted, to furnish performance Security in the forms and of value specified in the General Conditions of Contract.

7. We have independently considered the amounts of liquidated damages shown in Appendix to Bid and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed by us in time.

8. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____

(Signature) _____

(Name of the person) _____

(In the capacity of)

Company Seal _____(Name of firm)

Duly authorized to sign Bid for and on behalf of
(Fill in block capitals)

Witness:

Signature _____

Name _____