STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing upto Rs 2.5 MILLION)

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



TENDER DOCUMENTS

FOR THE WORK OF

MANUFACTURING & PROVIDING OF 21" DIA & 24" DIA RCC MANHOLE COVERS FOR DIFFERENT PLACES OF UC-01 TO UC-05, LANDHI TOWN(SEW).

EXECUTIVE ENGINEER (SEW)LANDHI TOWN, DISTRICT KORANGI

KARACHI WATER & SEWERAGE BOARD

KARACHI WATER & SEWERAGE BOARD OFFICE OF THE EXECUTIVE ENGINEER (SEW) LANDHI TOWN, DISTRICT KORANGI

SUBJECT:-

MANUFACTURING & PROVIDING OF 21" DIA & 24" DIA RCC MANHOLE COVERS FOR DIFFERENT PLACES OF UC-01

TO UC-05, LANDHI TOWN(SEW).

On Item Rate Basis

Issued to M/s._____

Tender Cost.

Rs.1,000/=

Pay Order No. _____Dated: ____

Time Limit. Penalty

Rs.500/= Per Day

ISSUING AUTHORITY

201 VII. N 1-1-1-1-1	DESCRIPTION		RATE		PER	AMOUNT IN
s.no.		QTY.	Rupees in Figures.	Rupees in Words.	/ ITEM	RUPEES
1.	Manufacturing and Supplying of RCC manhole covere cast in 1:2:4 cement concrete ratio (50% graded bajri and 50% crush) 3" deep at centre reinforced with ½" dia M.S tor bars with 4" c/c welded to a 3/16" thick 2" wide M.S plate and two hook of 3/8" dia tor bars including compacting curing and transportation within 10 miles etc.					
	21" Dia	85 <u>0 Nos.</u>			Each	
·	24" Dia	200 Nos.			Each	
	TOTAL				_\	

EXECUTIVE ENGINEER (SEW)
LANDHI TOWN, DISTRICT KORANGI
K.W.&.S.B.

I hereby quoted Amounting to Rs (In word	s)
Note :- All existing SPPRA Rule will be abide.	
Signature & Stamp of the Contractor	

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.

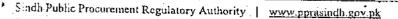
Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and Bidding Data.

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

I. Notice Inviting Tender/Invitation for Bid: 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: It must include out 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. Right of Rejection; The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of PPRA Rules.
- 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. Measurements: All works shall be measured by standard instruments according to the rules.
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- 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 PBC (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 security: Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Arithmetical errors: Bids determined to be substantially responsive shall be thecked for any arithmetic errors. Arithmetical errors shall be rectified on the following passes:
 - (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

	y the Engineer/Procuring Agency before issuance of the	
Bidding Documents).		
fa). Name of Procuring Agency	Karacli water I sewerage Board mmufacturing & providing & 21"chia \$24"chia Rcc Mon covers for different areas of UC-01 to UC-05, Landling	
• • •	momufacturing & providing of 21"chia & 24" clia Rec Ma	mh
(b). Brief Description of Works	covers for different areas of UC-01 to UC-05, Landling	1/0
(c). Procuring Agency's address	:- Room NO. 09, 1st floor old KDABuilding, Kornegin	vo-

). Procuring Agency's address:- Koom NO.09, 15+ floor of KDAIS way
1). Estimated Cost:- Rs. 9, 86, 836/=
e). Amount of Bid Security:- 2/6 (Fill in lump sum amou
or in % age of bid amount /estimated cost, but not exceeding 5%)
). Period of Bid Validity (days): (Not more than sixty days).
2). Security Deposit:-(including bid security):-
n % age of bid amount /estimated cost equal to 10%)
1). Percentage, if any, to be deducted from bills:
D. H. C. T. S. F. Did. along with times

- (i). Deadline for Issuance of Bids along with time:

 (j). Deadline for Submission of Bids along with time: 18-03-2014

 (k). Venue, Time, and Date of Bid Opening: 18/03/2014 al 2!30PM CECIPD) Hice

 (k). Time for Completion from written order of commence: (D.05 of Estimated Cost or Bid cost
 - per day of delay, but total not exceeding 10% on bid cost).

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

(Executive Engineer/Authority issuing bidding document)

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 turing the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause - 2: Liquidated Damages. The contractor shall pay liquidated damages to the seency at the rate per day stated in the bidding data for each day that the completion date 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 reduct liquidated damages from payments due to the contractor. Payment of liquidated camages does not affect the contractor's liabilities.

Clause - 3: Termination of the Contract.

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



- (i) to forfeit the security deposit available except conditions mentioned at $\tilde{A}(iii)$ 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:
 - 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 duty certified by the executive engineerin 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 commencement order, no compensation shall be showed for any delay caused in starting of the work on account of any acquisition of and, 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 also 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 a variation order is issued which makes it impossible tocomplete the work by the intended completion date for such period as he may think necessary or proper. The facision 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



contract. The contractor shall also confirm exactly, fully and faithfully to the designs, crawing, 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 and lodge 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

Clause - 7: Payments.

Interim/Running Bill. A bill shall be submitted by the contractor as frequently as 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 the requisite measurements for the purpose of having the same verified and the train, as for as admissible, adjusted, if possible before the expiry of ten days from the training 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 trae presence of the contractor or his authorized agent, whose countersignature to the trae presence of the contractor or his authorized agent, whose countersignature to the trae accounters are the presence of the contractor or his authorized agent, whose counters are prepared at the Engineer-in-charge may prepare a trae 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.

such intermediate payment shall be regarded as payments by way of advance against me 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 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 price 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 measurements.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so impleted, 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



structured of new work items that are either due to change of plans, design or regement to suit actual field conditions, within the general scope and physical, regularies of the contract.

- Br Contractor shall not perform a variation until the Procuring Agency has authorized size 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 make for compensation by reason of alterations or curtailment of the work.
- In case the nature of the work in the variation does not correspond with items in the End 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 as 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, thail be subject of another contract to be tendered out if the works are separable from the anginal contract.

Clause - 10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the securivactor/during defect liability period mentioned in bid data, the Engineer-in-charge or all subordinate-in-charge of the workmay 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 at unskillful workmanship and the contractor has to carry out a test at his own cost intespective of work already approved or paid.
- 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 immactor 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 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 the asonable times have access to the site for supervision and inspection of worksunder the course of execution in pursuance of the contract and the contractor shall afford the 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 name 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 pupese, 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.

tA) 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 bying 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: Subcontracting. 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 incharge) 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 surp actually realized by the ethercof.



- 18: Financial Assistance /Advance Payment.

Mobilization advance is not allowed.

Secured Advance againstmaterials brought at site.

- 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).

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

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

ractor

Market and Dilawar Erote in Amery (Sew) Laman (Dwil, K.Wos.B.

ublic Procurement Regulatory Authority | www.pprasindh.gov.nk



BILL OF QUANTITIES

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

Item No	Quantities c	Description of item to be executed at site	Rute	Vnir	Yuman in Rupees
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Amount TOTAL (a)		
"% above/below on the rates of CSR.	Amount to be added/deduc Of premium quoted.	rted on the basis TOTAL (b)
Total (A) = a+b in words & figures:		
		`

Contractor



(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 is
					Rupees
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Total (E) in words & figures:

Contractor

Execurity Executing Agency

Summary of Bill of Quantities.

Cost of Bid

Amount

- (A) Cost based on Composite Schedule of Rates.
- $ilde{f}(\mathrm{B})$ Cost based on Non/Offered Schedule of Rates.

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

Contractor

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing upto Rs 2.5 MILLION)

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TENDER DOCUMENTS

FOR THE WORK OF

MANUFACTURING & PROVIDING OF RCC RING SLAB IN DIFFERENT AREAS OF UC-06 TO UC-12, LANDHI TOWN (SEW)

EXECUTIVE ENGINEER (SEW)
LANDHI TOWN, DISTRICT KORANGI

KARACHI WATER & SEWERAGE BOARD

KARACHI WATER & SEWERAGE BOARD OFFICE OF THE EXECUTIVE ENGINEER (SEW) **LANDHI TOWN, DISTRICT KORANGI**

SUBJECT:-

MANUFACTURING & PROVIDING OF RCC RING SLAB IN DIFFERENT AREAS OF UC-06 TO UC-12, LANDHI TOWN

<u>(SEW)</u>

lssued to M/s._____ Pay Order No. _____ Dated:

Estimated Cost Tender Cost.

On Item Rate Basis Rs.1,000/=

Time Limit.

30 DAYS

Penalty

Rs.500/= Per Day

ISSUING AUTHORITY

	DESCRIPTION	QTY.	RATE		PER UNIT	AMOUNT IN
S.NO.			Rupees in Figures.	Rupees in Words.	/ ITEM	RUPEES
1.	Manufacturing and Supplying RCC Ring Slab 21" dia inside diameter 36" outside diameter 7 ½" width and 6" thick i/c 3/8" dia tor steel bars two concretic ring with 3/8" dia 08 Nos crolss linked bars welded and two sunk type hook casted in a 1: 1 ½":3 concrete with embedded 15 Kg C.I frame in perfect position i/c transportation charges for average lead of 20 km per trip from casting yard to town office (A minimum of 25 slab per trip will eb transported).	385 Nos.			Each	
2.	Shifting to the site and Fixing of 36" dia Ring Slab in perfect position on damage manholes including cutting of damage portion of manhole in proper shape and laying of cement mortar of 2" thickness and disposal of debris.	385 Nos.			Each	
~	TOTAL		 	1111	Z .	

WW ENGINEER (SEW) TOWN, DISTRICT KORANGI Ж.W.&.S.B.

I hereby quoted Amounting to Rs	(In words)		
Note :- All existing SPPRA Rule will be abide.		_•	
Signature & Stamp of the Contractor			
Address			

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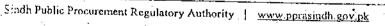
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 - (B). In case of item rates, if there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of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

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

BIDDING DATA

This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).
(a). Name of Procuring Agency Karaclu water - sewerage Board.
Manufacturing & providing & Rec Ring stabs in differently). Brief Description of Works areas of Uc-06 to Uc-12, Landle form.
c). Procuring Agency's address:- RoomNo.09 ist floor, KDA Building, Korangi No-4 Kan
d). Estimated Cost:- Rs. 9;50, 831/=
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):- /0/
en % age of bid amount /estimated cost equal to 10%)
h). Percentage, if any, to be deducted from bills:-
i). Deadline for Issuance of Bids along with time:-
i). Deadline for Submission of Bids along with time :- 18-03-2014
k). Venue, Time, and Date of Bid Opening: - 18/03/2014 at 2:30 Pm cecIPD) Thee)
k). Time for Completion from written order of commence:
L). Liquidity damages:- 1000/= (0.05 of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10% on bid cost).
m). Deposit Receipt No: Date: Amount: (in words and figures)
(Executive Engineer/Authority issuing bidding document)

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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 subordirate-in-charge of the work. Failing ruch authority the contractor shall have no claim to ask for measurements of or payment in 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 turing the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

Clause - 3: Termination of the Contract.

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



- (i) to forfeit the security deposit available except conditions mentioned at $\tilde{\Lambda}(iii)$ and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

- no claim to compensation for any loss sustained by him by teason 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 engineerin 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 the is not given by the date stated in the commencement order, 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 a variation order is issued which makes it impossible tocomplete the work by the intended completion date for such period as he may think necessary or proper. The included completion date for such period as he may think necessary or proper. The included 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.

Then 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



contract. The contractor shall also confirm exactly, fully and faithfully to the designs, 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 affice 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 afterestic.

Clause - 7: Payments;

Interim/Running Bill. A bill shall be submitted by the contractor as frequently as progress of the work may justify for all work executed and not included in any may be progress of the work may justify for all work executed and not included in any may be provided by the end of the purpose of having the same verified and the main as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the presence of the sufficient to warrant and the Engineer-in-charge may prepare a the 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 perosit, advance payment if any made to him and taxes.

such intermediate payment shall be regarded as payments by way of advance against 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 defects and unsatisfactory items of works pointed out to him during defect liability assignd.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the fine 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 making on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so impleted, 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



residenction of new work items that are either due to change of plans, design or regiment to suit actual field conditions, within the general scope and physical regardaries of the contract.

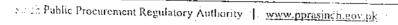
- B. Contractor shall not perform a variation until the Procuring Agency has authorized war variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to the for compensation by reason of alterations or curtailment of the work.
- in case the nature of the work in the variation does not correspond with items in the End 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 that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the secutional work bear to the original contact work.
- E) in case of quantities of work executed result the Initial Contract Price to be exceeded to 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.
- Fr Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, small be subject of another contract to be tendered out if the works are separable from the angual contract.

Clause - 10: Quality Control.

- At Identifying Defects: If at any time before the security deposit is refunded to the approach during defect liability period mentioned in bid data, the Engineer-in-charge of the subordinate-in-charge of the workmay instruct the contractor to uncover and test any used of the works which he considers may have a defect due to use of unsound materials in unskillful workmanship and the contractor has to carry out a test at his own cost are spective of work already approved or paid.
- 25. 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 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.

Elause – 11: (A) Inspection of Operations. The Engineer and his subordinates, shall at 11. reasonable times have access to the site for supervision and inspection of worksunder in course of execution in pursuance of the contract and the contractor shall afford the 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 name 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 anatuctions, or have a responsible agent duly accredited in writing present for that turpose, 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.

Ciause - 12: Examination of work before covering up.

At 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 fefault 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 bring 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: Subcontracting. 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 meating 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 incharge) 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 mourted from the contractor's retention money. The contractor shall have no claim in appear of any surplus materials as aforesaid except for any sum actually realized by the otherwork.



- 18: Financial Assistance /Advance Payment.

Mobilization advance is not allowed.

Secured Advance againstmaterials 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).

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

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

Indian John (VAS) KW&SB

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war War K.W&S.B.

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BILL OF QUANTITIES

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

Item No	Quantities c	Description of item to be executed at site	Rate	Unit	Amount in Rupees
Ï	7.	j	٠	5	11
	··	-	•	75	
		·	<u> </u>		
		-			
	· .				

Amount TOTAL (a)		
% above/below on the rates of CSR.	Amount to be added/deduct Of premium quoted,	ed on the basis TOTAL (b)
Total (A) = a+b in words & figures:		

Contractor



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

Item No	Quantities	Description of item to be executed at	Rate	Unit :	· ·
		site			Amount
	ļ .			*	Rupees
				i	
	 _				
				<u>-</u> -	1
[
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1					

fotal (2) in word & figures:

Contractor



Summary of Bill of Quantities,

Cost of Bid

Amount

- (A) Cost based on Composite Schedule of Rates.
- (B) Cost based on Non/Offered Schedule of Rates.

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

Contractor

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing upto Rs 2.5 MILLION)

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



TENDER DOCUMENTS

FOR THE WORK OF

MANUFACTURING & PROVIDING OF RCC RING SLAB IN DIFFERENT AREAS OF UC-05 TO UC-10, LANDHI TOWN (SEW)

EXECUTIVE ENGINEER (SEW)LANDHI TOWN, DISTRICT KORANGI

KARACHI WATER & SEWERAGE BOARD

MARACHI WATER & SEWERAGE BOARD OFFICE OF THE EXECUTIVE ENGINEER (SEW) LANDHI TOWN, DISTRICT KORANGI

SUBJECT:-

MANUFACTURING & PROVIDING OF RCC RING SLAB IN DIFFERENT AREAS OF UC-05 TO UC-10, LANDHI TOWN

(SEW)

Estimated Cost

Tender Cost.

On Item Rate Basis

Time Limit.

Rs.1,000/= 30 DAYS

Penalty

Rs.500/= Per Day

ISSUING AUTHORITY

<u> </u>		***	·			
			RATE		PER UNIT	AMOUNT IN
S.NO.	DESCRIPTION	QTY.	Rupees in Figures.	Rupees in Words.	/ ITEM	RUPEES
2.	Manufacturing and Supplying RCC Ring Slab 21" dia inside diameter 36" outside diameter 7 ½" width and 6" thick i/c 3/8" dia tor steel bars two concretic ring with 3/8" dia 08 Nos crolss linked bars welded and two sunk type hook casted in a 1: 1 ½":3 concrete with embedded 15 Kg C.I frame in perfect position i/c transportation charges for average lead of 20 km per trip from casting yard to town office (A minimum of 25 slab per trip will eb transported). Shifting to the site and Fixing of 36" dia Ring Slab in perfect position on damage manholes	385 Nos.			• Each	
	including cutting of damage portion of manhole in proper shape and laying of cement mortar of 2" thickness and disposal of debris.	39E Nos				
	TOTAL	385 Nos.			Each	

EXECUTIVE ENGINEER (SEW)
LANDHI TOWN, DISTRICT KORANGI
K.W.&S.B.

I hereby quoted Amounting to Rs	(In words)
Note :- All existing SPPRA Rule will be abide.	
Signature & Stamp of the Contractor	

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.

relatters 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 Bidding Data.

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

1. Notice Inviting Tender/Invitation for Bid: 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.

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

- Content of Bidding Documents: It must include out 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.
- Right of Rejection; The Procuring Agency shall have right of rejecting all or any tithe tenders as per provisions of PPRA Rules.
- Conditional Offer: Any person who submits a lender 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

wed 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

- Measurements: All works shall be measured by standard instruments according to the rules.
- "Evidence of Eligibility: Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- Late submission of bids: Any bid received by the Agencyafter the
- Eligibility criteria: Prior to the detailed evaluation of bids, the Procuring species will determine whether the bidder fulfills all codal requirements of higherity criteria given in the tender notice such as registration with tax annormes, registration with PEC (where applicable), turnover statement, apprience statement, and any other condition mentioned in the NIT and bidding absument. If the bidder does not fulfill any of these conditions, it shall not be advanted further.
- 10. Bid security: Bid without bid security of required amount and prescribed form
- Arithmetical errors: Bids determined to be substantially responsive shall be thecked for any arithmetic errors. Arithmetical errors shall be rectified on the following
 - (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.



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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 Karachi water & sewerage Royal.
(b). Brief Description of Works areas of uc-os to uc-10, Landlet four.
(c). Procuring Agency's address: foom NO.09 1st Hors KDA Ruleling Korneislo
(d). Estimated Cost:- Rs. 9.50,831/=
(e). Amount of Bid Security:- 2 (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):- 10/
% age of bid amount /estimated cost equal to 10%)
(h). Percentage, if any, to be deducted from bills:-
i). Deadline for Issuance of Bids along with time:-
j). Deadline for Submission of Bids along with time :- 18-03-2014
k). Venue, Time, and Date of Bid Opening: - 18/03/14 a) 2:30PM CECIPD) KWESB
k). Time for Completion from written order of commence: -
L). Liquidity damages:- 1000/= (0.05 of Estimated Cost or Bid cost
per day of delay, but total not exceeding 10% or bid cost).
m). Deposit Receipt No: Date: Amount: (in words and figures)
(Executive Engineer/Authority issuing bidding document)
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Conditions of Contract

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(A) Procuring Agency/Executive Engineer may terminate the contract if either of the Jahowing conditions exits:-.

contractor causes a breach of any clause of the Contract; (i)

the progress of any particular portion of the work is unsatisfactory and (ii) notice of 10 days has expired;

in the case of abandonment of the work owing to the serious illness or death (iii)

of the contractor or any other cause.

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:-



19 (11) 17 (12) 17 (12) 17 (12) 17 (12) 17 (12) 17 (12) 17 (12) 17 (12) 17 (12) 17 (12) 17 (12) 17

- (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 engineerin writing regarding the performance of such work and has not been paid.

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Anen 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



Contract. The contractor shall also confirm exactly, fully and faithfully to the designs, making, and instructions in writing relating to the work signed by the Engineer-in-charge and mondenous in writing relating to the work signed by the tengineer-ni-charge real lodge in his office and to which the contractor shall be entitled to have access at such or on the site of work for the purpose of inspection during office hours and the restractor 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 er - esaid

Clause - 7: Payments.

A Interim/Running Bill. A bill shall be submitted by the contractor as frequently as progress of the work may justify for all work executed and not included in any evious bill at least once in a month and the Engineer-in-charge shall take or cause to be on the requisite measurements for the purpose of having the same verified and the as for as admissible, adjusted, if possible before the expiry of ten days from the Tossentation of the bill, at any time depute a subordinate to measure up the said work in 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 from such list which shall be binding on the contractor in all respects.

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

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 nefects and unsatisfactory items of works pointed out to him during defect liability

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

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so impleted, 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.

(Tause - 9; Issuance of Variation and Repeat Orders.

(1) Agency may issue a Variation Order for procurement of works, physical services men the original contractor to cover any increase or decrease in quantities, including the



extractuction of new work items that are either due to change of plans, design or extractions and physical extractions of the contract.

- EBy Contractor shall not perform a variation until the Procuring Agency has authorized warranton 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 the for compensation by reason of alterations or curtailment of the work.
- In case the nature of the work in the variation does not correspond with items in the 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 that rate after approval from higher authority.
- *D) The time for the completion of the work shall be extended in the proportion that the meditional work bear to the original contact work.
- It is case of quantities of work executed result the Initial Contract Price to be exceeded to more than 15%, and then Engineer can adjust the rates for those quantities causing agrees the cost of contract beyond 15% after approval of Superintending Engineer.
- Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, while be subject of another contract to be tendered out if the works are separable from the enginal contract.

Clause - 10: Quality Control.

- At Identifying Defects: If at any time before the security deposit is refunded to the mattractor/during defect liability period mentioned in bid data, the Engineer-in-charge or as subordinate-in-charge of the workmay instruct the contractor to uncover and test any task of the works which he considers may have a defect due to use of unsound materials at anskillful workmanship and the contractor has to carry out a test at his own cost intespective of work already approved or paid.
- E) 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 intractor shall correct the notified defect within the Defects Correction Period appropriate 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.
- (i) If the Engineer considers that 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.
- Eleuse 11: (A) Inspection of Operations. The Engineer and his subordinates, shall at the assonable times have access to the site for supervision and inspection of worksunder the course of execution in pursuance of the contract and the contractor shall afford facility for and every assistance in obtaining the right to such access.
- Dates for Inspection and Testing. The Engineer shall give the contractor reasonable name of the intention of the Engineer-in-charge or his subordinate to visit the work shall name 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 the same force an effect as if they had been given to the contractor himself.

Clause - 12: Examination of work before covering up.

- sal No part of the works shall be covered up or put out of view/beyond the reach without swing notice of not less than five days to the Engineer whenever any such part of the arks or foundations is or are ready or about to be ready for examination and the aggineer shall, without delay, unless he considers it unnecessary and advises the attended 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 some having been given, the same shall be uncovered at the contractor's expense, and in a star of the made for such work, or for the materials with which the same was executed.
- Chause 13: Risks. The contractor shall be responsible for all risks of loss of or damage apphysical 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 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 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 damaging intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause – 15: Subcontracting. 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.

Chause – 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 are taking to the meahing 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 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.

Chause - 17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer incharge) of such completion, but neither such certificate shall be given nor shall the work in considered to be complete until the contractor shall have removed all temporary deaning debris and materials brought at site either for use or for operation facilities including this clause then Engineer-in-charge, may at the expense of the contractor remove and spose of the same as he thinks fit and shall deduct the amount of all expenses so used from the contractor's retention money. The contractor shall have no claim in thereof.

18: Financial Assistance /Advance Payment.

Mobilization advance is not allowed.

Secured Advance againstmaterials brought at site.

- 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).

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

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

Jahama,

tactor

Lenda Jowa, K.W&S.B.

BILL OF QUANTITIES

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

Item No	Quantities c	Description of item to be executed at site	Rate	Unit	Y. Amount in
	2.	3 .	4		Cupees 0
		•			i I
		3			
	-				

Amount TOTAL (a)			
% above/below on the rates o	f CSR.	Amount to be added/deduc Of premium quoted.	ted on the basis TOTAL (b)
Total (A) = a+b in words & fig	gures;		
		Dar John Dares	×
Contractor	E	xecutive Engineer/Procu	iring Agency



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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount Rupee
·····					
·		•			·
			· ·		
i		٩			

Contractor

Summary of Bill of Quantities,

fost of Bid

Amount

- (A) Cost based on Composite Schedule of Rates.
- (B) Cost based on Non/Offered Schedule of Rates.

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

Contractor

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing upto Rs 2.5 MILLION)

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



TENDER DOCUMENTS

FOR THE WORK OF

MANUFACTURING & PROVIDING OF 21" DIA & 24" DIA RCC MANHOLE COVERS FOR DIFFERENT PLACES OF UC-06 TO UC-12, LANDHI TOWN(SEW).

EXECUTIVE ENGINEER (SEW)
LANDHI TOWN, DISTRICT KORANGI

KARACHI WATER & SEWERAGE BOARD

KARACHI WATER & SEWERAGE BOARD OFFICE OF THE EXECUTIVE ENGINEER (SEW) LANDHI TOWN, DISTRICT KORANGI

SUBJECT:-

MANUFACTURING & PROVIDING OF 21" DIA & 24" DIA RCC MANHOLE COVERS FOR DIFFERENT PLACES OF UC-06 TO UC-12, LANDHI TOWN(SEW),

Estimated Cost	On Item Rate Basis	Issued to M/s
Tender Cost. Time Limit.	Rs.1,000/= _ 30 bAYS	Pay Order NoDated:
Penalty	Rs.500/= Per Day	

ISSUING AUTHORITY

•			R/	ATE	PER UNIT	AMOUNT IN
S.NO.	DESCRIPTION	QTY.	Rupees in Figures.	Rupees in Words.	/ ITEM	RUPEES
1.	Manufacturing and Supplying of RCC manhole covere cast in 1:2:4 cement concrete ratio (50% graded bajri and 50% crush) 3" deep at centre reinforced with ½" dia M.S tor bars with 4" c/c welded to a 3/16" thick 2" wide M.S plate and two hook of 3/8" dia tor bars including compacting curing and transportation within 10 miles etc.		•			
:	21" Dia .	850 Nos.	<i>:</i>		Each	
	24" Dia	200 Nos.			Each	
	TOTAL					

EXECUTIVE ENGINEER (SEW)
LANDHI TOWN, DISTRICT KORANGI
K.W.&.S.B.

I hereby quoted Amounting to Rs	(In words)
Note :- All existing SPPRA Rule will be abide.	
Signature & Stamp of the Contractor	

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 moduled as Conditions of Contract and Bidding Data.

- The Histructions to Bidders will not be part of the Contract and will cease to have effect time the contract is signed.
- Notice Inviting Tender/Invitation for Bid: 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.

MIT 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: It 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. Right of Rejection; The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of PPRA Rules.
- 5. Conditional Offer: Any person who submits a ender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of chantities 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 thernative in the works specified in the said form of invitation to tender or in the time



at the work, or which contain any other conditions, will be liable to form of tender shall include a tender for more than one work, but if tender for two or more works, they shall submit a separate tender for

relope containing the tender documents shall refer the name and number of the

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

We widence of Eligibility: Bidders shall provide evidence of their eligibility as and their requested by the Procuring Agency.

Late submission of bids: Any bid received by the Agencyafter the

- Eligibility criteria: Prior to the detailed evaluation of bids, the Procuring Meency 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 oidding cocument. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- Pin. Bid security: Bid without bid security of required amount and prescribed form the rejected.
- Arithmetical errors: Bids determined to be substantially responsive shall be received for any arithmetic errors. Arithmetical errors shall be rectified on the following rasis:
 - 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)

This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents). (a) Name of Procuring Agency Kazeclu Waker I Sewerage Board. (b) Brief Description of Works Mamboke cover for clifferent areas of proof to use 12, 10. (c) Procuring Agency's address: - Koom No. 13, 151 flows, old KDA Building Korway 100-04 ft. (d) Estimated Cost:- Rs. 9, 86, 836/= (e) Amount of Bid Security:- 2/1 (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):- 10/2 (h) Percentage, if any, to be deducted from bills:- (i) Deadline for Issuance of Bids along with time:- (ii) Deadline for Submission of Bids along with time:- (iii) Deadline for Completion from written order of commence:- (ii) Liquidity dantages:: 100/= (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% or bid cost). (Executive Engineer/Authority issuing bidding document)	(C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
(i). Period of Bid Validity (days):- (ii). Period of Bid Validity (days):- (iii) Percentage, if any, to be deducted from bills:- (ii). Deadline for Issuance of Bids along with time:- (iii). Deadline for Completion from written order of commence:- (iii). Period of delay, but total not exceeding 10% on bid cost). (Executive Engineer/Authority issuing bidding document)	
(d). Estimated Cost:-	Bidding Documents).
(d). Estimated Cost:-	(a). Name of Procuring Agency Karacli water & sewerage Board.
(d). Estimated Cost:-	(b). Brief Description of Works Manhote cover for different greas of uc-06 to uc-12,
(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):- 10/ (h). Percentage, if any, to be deducted from bills:- (i). Deadline for Issuance of Bids along with time:- (j). Deadline for Submission of Bids along with time:- (k). Venue, Time, and Date of Bid Opening:- 12/03/14 5/2:30PM CE CIPD) Three (k). Time for Completion from written order of commence:- (1.) Liquidity damages:- 1000/= (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% or bid cost). (Executive Engineer/Authority issuing bidding document)	
(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):- 10/ (h). Percentage, if any, to be deducted from bills:- (i). Deadline for Issuance of Bids along with time:- (j). Deadline for Submission of Bids along with time:- (k). Venue, Time, and Date of Bid Opening:- 12/03/14 5/2:30PM CE CIPD) Three (k). Time for Completion from written order of commence:- (1.) Liquidity damages:- 1000/= (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% or bid cost). (Executive Engineer/Authority issuing bidding document)	
(f). Period of Bid Validity (days):- (Not more than sixty days). (g). Security Deposit:-(including bid security):- 10 / (m) (h). Percentage, if any, to be deducted from bills:- (i). Deadline for Issuance of Bids along with time:- 18-03-2014 (k). Venue, Time, and Date of Bid Opening:- 18 03 14 51 2:30 PM CE CIPD) (k). Time for Completion from written order of commence:- (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% or bid cost). (Executive Engineer/Authority issuing bidding document)	
(g). Security Deposit:-(including bid security):- 10	or in % age of bid amount /estimated cost, but not exceeding 5%)
(i). Deadline for Issuance of Bids along with time: (ii). Deadline for Issuance of Bids along with time: (ij). Deadline for Submission of Bids along with time: (ij). Deadline for Submission of Bids along with time: (ik). Venue, Time, and Date of Bid Opening: (ik). Time for Completion from written order of commence: (ik). Time for Completion from written order of commence: (iv). Liquidity damages: (iv) (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% on bid cost). (iv) Deposit Receipt No: Date: Amount: (in words and figures)	(f). Period of Bid Validity (days):- (Not more than sixty days).
(h). Percentage, if any, to be deducted from bills:- (i). Deadline for Issuance of Bids along with time:- (j). Deadline for Submission of Bids along with time:- (k). Venue, Time, and Date of Bid Opening:- 18 103/14 & 2:30PM CECIPD) Price (k). Time for Completion from written order of commence:- (L). Liquidity damages:- (D.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% on bid cost). (Executive Engineer/Authority issuing bidding document)	(g). Security Deposit:-(including bid security):- 10/
(i). Deadline for Issuance of Bids along with time: (j). Deadline for Submission of Bids along with time: (k). Venue, Time, and Date of Bid Opening: (k). Time for Completion from written order of commence: (L). Liquidity damages: (DOD)= (D.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% or bid cost). (Executive Engineer/Authority issuing bidding document)	are of bid amount /estimated cost equal to 10%)
(k). Venue, Time, and Date of Bid Opening: - 18 03/14 at 2:30PM CE CIPD) Thice (k). Time for Completion from written order of commence: - (L). Liquidity damages: 1000/= (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% or bid cost). (Executive Engineer/Authority issuing bidding document)	(h). Percentage, if any, to be deducted from bills:-
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(L). Liquidity damages:- 1000/= (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10% on bid cost). (m). Deposit Receipt No: Date: Amount: (in words and figures) (Executive Engineer/Authority issuing bidding document)	(k). Venue, Time, and Date of Bid Opening: 18/03/14 al 2:30PM CE CIPD) Thice
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m). Deposit Receipt No: Date: Amount: (in words and figures) (Executive Engineer/Authority issuing bidding document)	(L). Liquidity damages: 1000/= (0.05 of Estimated Cost or Bid cost
(Executive Engineer/Authority issuing bidding document)	per day of delay, but total not exceeding 10% on bid cost).
MITUZII SA MARTINEZA	m). Deposit Receipt No: Date: Amount: (in words and figures)
MITUZII SA MARTINEZA	
5: dis Public Personne de Pondage de de la companya	(Executive Engineer/Authority issuing bidding document)
5: di Public Programment Pombron, de de la	
	5 : dis Publica Decomposita Paradatana di alla di di

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 matrix tonis 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 of 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 order to 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 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 reduct liquidated damages from payments due to the contractor. Payment of liquidated famages 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 abllowing conditions exits:
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- *B) The Executive Engineer/Procuring Agency has power to adopt any of the following pourses as may deem fif:-



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- (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:-

- no claim to compensation for any loss sustained by him by reason of his having, purchased or produced 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 engineerin writing regarding the performance of such work and has not been paid.

Frocuring Agency/Engineer may invite fresh bids for remaining work.

Thuse - 4: Possession of the site and claims for compensation for delay. The agineer 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 commencement order, 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 reextended accordingly.

Clause - 5: Extension of Intended Completion Date. The Procuring Agency either at a 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 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 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



अवश्चारकारम् । वस्तु विश्व क्षेत्रे कृति हो । विश्व
contract. The contractor shall also confirm exactly, fully and faithfully to the designs, may long, and instructions in writing relating to the work signed by the Engineer-in-charge and hodge in his office and to which the contractor shall be entitled to have access at such and hodge in his office and to which the contractor shall be entitled to have access at such and hodge in his office and to which the purpose of inspection during office hours and the mine 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

Clause -7: Payments;

Interim/Running Bill. A bill shall be submitted by the contractor as frequently as progress of the work may justify for all work executed and not included in any progress of the work may justify for all work executed and not included in any many bill at least once in a month and the Engineer-in-charge shall take or cause to be measurements for the purpose of having the same verified and the many as for as admissible, adjusted, if possible before the expiry of ten days from the measurement as admissible, adjusted, if possible before the expiry of ten days from the presence 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 measurement 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 jerosit, advance payment if any made to him and taxes.

such intermediate payment shall be regarded as payments by way of advance against 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 defects and unsatisfactory items of works pointed out to him during defect liability defects and unsatisfactory items of works pointed out to him during defect liability

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the time 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 finding 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.

(lanse - 9; Issuance of Variation andRepeat 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



management to suit actual field conditions, within the general scope and physical

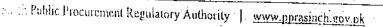
- By Contractor shall not perform a variation until the Procuring Agency has authorized selection in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to the for compensation by reason of alterations or curtailment of the work.
- In case the nature of the work in the variation does not correspond with items in the Engineer Quantities, the quotation by the contractor is to be in the form of new rates for 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 that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the accustional work bear to the original contact work.
- E) in case of quantities of work executed result the Initial Contract Price to be exceeded 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.
- Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, the subject of another contract to be tendered out if the works are separable from the enginal contract.

Clause - 10: Quality Control.

- 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 subordinate-in-charge of the workmay instruct the contractor to uncover and test any of the works which he considers may have a defect due to use of unsound materials maskillful workmanship and the contractor has to carry out a test at his own cost inespective of work already approved or paid.
- El 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 standard in notice.

IC: 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.
- If the Engineer considers that 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.

Elause – 11: (A) Inspection of Operations. The Engineer and his subordinates, shall at reasonable times have access to the site for supervision and inspection of worksunder in course of execution in pursuance of the contract and the contractor shall afford 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 states of the intention of the Engineer-in-charge or his subordinate to visit the work shall make 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 proceed, 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.

Ciause - 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 purpose 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 remarked 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 matice having been given, the same shall be uncovered at the contractor's expense, and in the same of allowance shall be made for such work, or for the materials with which the same was executed.

Plause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage 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 using 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: Subcontracting. 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 ments, 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 meahing 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 incharge) of such completion, but neither such certificate shall be given nor shall the work or 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 this clause then Engineer-in-charge, may at the expense of the contractor remove and mapose of the same as he thinks fit and shall deduct the amount of all expenses so metured from the contractor's retention money. The contractor shall have no claim in espect of any surplus materials as aforesaid except for any sum actually realized by the thereof.



18: Financial Assistance /Advance Payment.

Mobilization advance is not allowed.

Secured Advance againstmaterials 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;
- Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual if unutilized).

is - 10: Recovery as arrears of Land Revenue. Any sum due to the Government contractor shall be liable for recovery as arrears of Land Revenue.

e of the works (a work should be considered as complete for the purpose of refund contributed by a competent authority, if such check is necessary otherwise from the last date according the final measurements), the defects notice period has also passed and the defects notice been corrected, the security deposit lodged by a contractor (in cash or the most limited to the date on which its final measurements) are sortified that all defects notified to the contractor before the end of this date have been corrected, the security deposit lodged by a contractor (in cash or the most limited to the date on which the work is completed.

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THE AND

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 -	3	4	5	6
					1
	······································				1
-	· · · · · · · · · · · · · · · · · · ·				
·	<u></u>				

Amount TOTAL (a)		
% above/below on the rates of CSR.	Amount tó be added/deduc Of premium quotyd,	ited on the basis TOTAL (b
Total (A) = a+b in words & figures:		
	, 2.	

Contractor



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

Item No	Quantities	Description of item to be executed at	Rate	Unit	-
	. •	site			Amount Rupees
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		•		· · · · · · · · · · · · · · · · · · ·	
					-
		4		<u> </u>	

Total (2) in words & figures:

Contractor



Summary of Bill of Quantities.

fost of Bid

Amount

- (A) Cost based on Composite Schedule of Rates.
- (B) Cost based on Non/Offered Schedule of Rates.

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

Contractor