

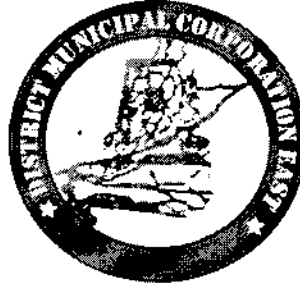
(01)
**DISTRICT MUNICIPAL CORPORATION
EAST KARACHI**

BIDDING DATA

a).	Name of Procuring Agency	District Municipal Corporation (East).
b).	Brief Description of Works	Supplying Earthen Pots and Garden Soil & Cow Dung Manure for Departmental Nursery in Gulshan-e-Iqbal Zone, D.M.C. (East) as per BOQ.
c).	Procuring Agency's Address	Main Building of D.M.C. (East) near KDA Police Station Block-14, Scheme-24, University Road Karachi.
d).	PC Cost:	Rs: 9,99,872/-
e).	Amount of Bid Security:	Rs: 49,994/-
	Fill in lump sum amount or in %age of bid amount / Estimated Cost, but not exceeding 5%	
f).	Period of Bid Validity (Days)	<u>90 Days.</u>
g).	Security Deposit: - (Including bid security)	10%
	(in %age of bid amount / estimated cost equal to 10%)	
h).	Percentage, if any, to be deducted from Bills:	7.5% Income Tax.
i).	Deadline for submission of Bids along with time:	02-04-2015 (2:00 P.M.)
j).	Venue, Time and Date of Bid Opening	Committee Room District Municipal Corporation (East), Karachi near KDA Police Station Block-14, Scheme-24, University Road Karachi. Time: 2:30 P.M. Date: 02-04-2015
k).	Time for completion from written order of commence	02 months.
l).	Liquidity damages _____ (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%	
m).	Deposit Receipt No: Date: Amount	

**Deputy Director (Parks)
Gulshan-e-Iqbal Zone
D.M.C. (East)**

**DISTRICT MUNICIPAL CORPORATION
EAST KARACHI**



Tender Reference No. 01.

**VOLUME-II: BILL OF QUANTITIES
(SINGLE STAGE ONE ENVELOPE METHOD)**

SUPPLYING EARTHEN POTS AND GARDEN SOIL & COW DUNG MANURE FOR
DEPARTMENTAL NURSERY IN GULSHAN-E-IQBAL ZONE, D.M.C. (EAST).

PC Cost:	Rs: 9,99,872/-
Bid Security: -	As per NIT
Tender Cost: -	Rs: 2,000/-

NOTE:

- 1- This Document contains 01 Page excluding this page.
- 2- The Standard Terms & Condition of Bidding Documents (Volume-I) are available in the Office & SPPRA Website.


**DEPUTY DIRECTOR (PARKS)
GULSHAN-E-IQBAL ZONE, DMC (EAST)**

Signature and Stamp of Issuing Authority.

WORK NO. 01

DISTRICT MUNICIPAL CORPORATION EAST KARACHI

BILL OF QUANTITIES.

SUBJECT: - SUPPLYING EARTHEN POTS AND GARDEN SOIL & COW DUNG MANURE FOR DEPARTMENTAL NURSERY IN GULSHAN-E-IQBAL ZONE, D.M.C. (EAST).

Description and Rate of Items based on Market (offered rates).

S. #	Description of Work	Quantity	Rate	Unit	Amount
01	Supplying, Stacking and Spreading approved Garden Soil (Sweet Earth) free from salt grass root pebble fine dressed for grassing breaking clouds upto any thickness and disposal of rubbish from site within three chain	18549 Cft	Open Rate	P/Cft	
02	Supplying Stacking and Spreading well decayed Cow Dung Manure from approved sources on the prepared bed mixing the same breaking clods fine dressing for grassing removal/disposal off rubbish from site within three chain	14500 Cft	Open Rate	P/Cft	
03	Supplying of Earthen Pots 18" dia.	400 Nos.	Open Rate	Each	

Summary of Bill of Quantities

I / We hereby quoted as follows:

Item Based on Open Rate	Rs: _____
GRAND TOTAL	

The total amount is Rs: _____ (Rupees _____) for the complete job for all Open Rate.

Time Limit 02 Months

Penalty per Day: Rs. 2,000/- (10% of Sanctioned Cost)

Validity 90 + 30 Days as per SPP Rules 2010

NOTE::

- Tender must be quoted in figure & in word both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We / I read the standard Bidding Documents (Volume-I) available in the Office & SPPRA Website and agreed to abide all of them and also provide all these documents with our signatures as & when directed.


Checked by:

Address:

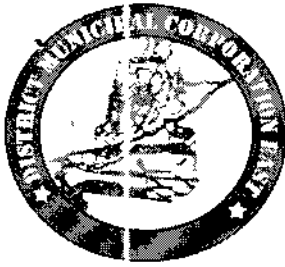
Contractor's Signature


A.E.E.


Sub-Engineer


DEPUTY DIRECTOR (PARKS)
GULSHAN-E-IQBAL ZONE, DMC (EAST)


DIRECTOR (PARKS)
D.M.C. (EAST)



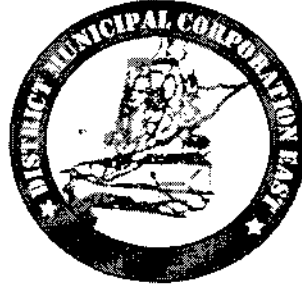
(01)
**DISTRICT MUNICIPAL CORPORATION
EAST KARACHI**

BIDDING DATA

a).	Name of Procuring Agency	District Municipal Corporation (East).
b).	Brief Description of Works	Supplying Earthen Pots and Garden Soil & Cow Dung Manure for Departmental Nursery in Gulshan-e-Iqbal Zone, D.M.C. (East) as per BOQ.
c).	Procuring Agency's Address	Main Building of D.M.C. (East) near KDA Police Station Block-14, Scheme-24, University Road Karachi.
d).	PC Cost:	Rs: 9,99,872/-
e).	Amount of Bid Security:	Rs: 49,994/-
	Fill in lump sum amount or in %age of bid amount / Estimated Cost, but not exceeding 5%	
f).	Period of Bid Validity (Days)	<u>90 Days.</u>
g).	Security Deposit: - (Including bid security)	10%
	(in %age of bid amount / estimated cost equal to 10%)	
h).	Percentage, if any, to be deducted from Bills:	7.5% Income Tax.
i).	Deadline for submission of Bids along with time:	02-04-2015 (2:00 P.M.)
j).	Venue, Time and Date of Bid Opening	Committee Room District Municipal Corporation (East), Karachi near KDA Police Station Block-14, Scheme-24, University Road Karachi. Time: 2:30 P.M. Date: 02-04-2015
k).	Time for completion from written order of commence	02 months.
l).	Liquidity damages _____ (0.05 of Estimated Cost or Bid Cost per day of delay, but total not exceeding 10%	
m).	Deposit Receipt No: Date: Amount	

**Deputy Director (Parks)
Gulshan-e-Iqbal Zone
D.M.C. (East)**

**DISTRICT MUNICIPAL CORPORATION
EAST KARACHI**



Tender Reference No. 02.

**VOLUME-II: BILL OF QUANTITIES
(SINGLE STAGE ONE ENVELOPE METHOD)**

IMPROVEMENT OF AREA BY PROVIDING OF GRASS LAWN AT BLOCK-03,
GULISTAN-E-JOHAR IN UC-10, GULSHAN-E-IQBAL ZONE, D.M.C. (EAST).

PC Cost: Rs: 9,95,860/-
Bid Security: - As per NIT
Tender Cost: - Rs: 2,000/-

NOTE:

- 1- This Document contains 02 Pages excluding this page.
- 2- The Standard Terms & Condition of Bidding Documents (Volume-I) are available in the Office & SPPRA Website.

**DEPUTY DIRECTOR (PARKS)
GULSHAN-E-IQBAL ZONE, DMC (EAST)**

Signature and Stamp of Issuing Authority.

WORK NO. 02

DISTRICT MUNICIPAL CORPORATION EAST KARACHI

BILL OF QUANTITIES.

SUBJECT: IMPROVEMENT OF AREA BY PROVIDING OF GRASS LAWN AT BLOCK-03,
GULISTAN-E-JOHAR IN UC-10, GULSHAN-E-IQBAL ZONE, D.M.C. (EAST).

Description and rate of Items based on Composite Schedule of Rates.

S. #	Description of Work	Quantity	Rate	Unit	Amount
01	Dismantling Cement Concrete Plain (1:4:8).	2814 Cft	1663.75	% Cft	46,818/-
02	Earth work excavation undressed lead up to a single throw of kassi phawrah or shovel. B). In ordinary soil.	3564 Cft	1361.25	%0 Cft	4,851/-
03	Cartage of 100 Cft/5 Tons of all materials like aggregate sprawl coal line surkhin etc. B.G. rail fastening point and crossing bridge grider pipes sheet rails M.S. bar etc. or 1000 number bricks 10"x5"x3" or 1000 numbers tiles 12"x6"x12" or 150 Cft of timber or 100 mons of fuel wood by trucks any other means owned by the contractor lead upto 15 miles.	6378 Cft	1065	% Cft	67,926/-
04	Scarifying the existing road surface.	700 Sft	116.16	% Sft	813/-
05	Dismantling and Removing Road Metaling.	469 Cft	605	% Cft	2,837/-
06	Excavation for Pipe line in trench and pits in soft soil including trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth with n a one chain as directed by Engineer Incharge providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift up to 5-ft (1.52m) and lead up to one chain (30.5m).	3500 Cft	3600	%0 Cft	12,600/-
07	Providing laying U PVC pressure pipe of Class "D" (equivalent make) fixing in trench i/c cutting, fitting and jointing with "Z" joint with one rubber ring i/c testing with water to a head 122 meter or 400-ft. 25-mm (1" dia)	350 Rft	28.00	P/Rft	9,800/-

Description and Rate of Items based on Market (offered rates).

S. #	Description of Work	Quantity	Rate	Unit	Amount
08	Supplying, Stacking and Spreading approved Garden Soil (Sweet Earth) free from salt grass root pebble fine dressed for grassing breaking clouds upto any thickness and disposal of rubbish from site within three chain	10739 Cft	Open Rate	P/Cft	
09	Supplying Stacking and Spreading well decayed Cow Dung Manure from approved sources on the prepared bed mixing the same breaking clods fine dressing for grassing removal/disposal off rubbish from site within three chain	16268 Cft	Open Rate	P/Cft	
10	Supplying, Live Dacca Grass in Slabs.	1773 Sft	Open Rate	P/Sft	
11	Dribbling and watering and vedding and watering up to greer fit for moving including cutting of Grass.	5320 Sft	Open Rate	P/Sft	

Summary of Bill of Quantities

I / We hereby quoted as follows:

Item Based on S/R Rs: 1,45,645/- Plus _____ % Above / Below of the S/R	Rs: _____
Item Based on Open Rate	Rs: _____
GRAND TOTAL	

The total amount is Rs: _____ (Rupees _____)
for the complete job for all schedule of rates & Open Rate.

Time Limit 02 Months

Penalty per Day: Rs: 2,000/- (10% of Sanctioned Cost)

Validity 90 + 30 Days as per SPP Rules 2010

NOTE:

- Tender must be quoted in figure & in word both otherwise liable to be cancelled.
- All over writing & correction if any must be initialed & stamped by the bidder.
- We / I read the standard Bidding Documents (Volume-I) available in the Office & SPPRA Website and agreed to abide all of them and also provide all these documents with our signatures as & when directed.

Checked by:

Address:

Contractor's Signature


A.E.E.


Sub-Engineer


DEPUTY DIRECTOR (PARKS)
GULSHAN-E-IQBAL ZONE, DMC (EAST)


DIRECTOR (PARKS)
D.M.C. (EAST)



DISTRICT MUNICIPAL CORPORATION(EAST), KARACHI
Main Building of DMC(East), near KDA Police Station, Block-14, University Road,
Karachi

Telephone No.99230355

Fax No.99230871

No:M.C./DMC(E)/ 314 /2014
Dated: 23 / 09 / 2014

NOTIFICATION

In terms of Rules-7 of SPPRA Rules 2010, A Procuring Committee comprising on the following Officers is constituted for Procurement in D.M.C.(East),Karachi which will perform their functions and responsibilities as described under Rule-8 with immediate effect.

The Names of Procurement Committee are as under:-

- 1) Superintending Engineer D.M.C.(East)
(Mr. Fazal Mehmood Gill)..... Chairman
- 2) Executive Engineer, D.M.C. Korangi
(Mr. Muhammad Mubeen Siddiqui)..... Member
- 3) Concerned Executive Engineer,
and Directors of DMC(E) Member


MUNICIPAL COMMISSIONER
D.M.C.(EAST)

Copy for information to:-

- 1) The Administrator D.M.C.(East)
- 2) The Managing Director, SPPRA, Government of Sindh
- 3) The All Members of above mentioned Procurement Committee.
- 4) The ADLFA, D.M.C.(East)
- 5) Office copy

MUNICIPAL COMMISSIONER
D.M.C.(EAST)

ELIGIBILITY CRITERIA

This invitation for Bid is open to all interested Bidders who are eligible under Provision of Sindh Public Procurement Rules as mentioned below and the Criteria given in the Notice inviting Tenders (NIT)/Bidding Documents containing the following Eligibility Criteria:-

- i) Registration with Pakistan Engineering Council is not required.

MINIMUM QUALIFICATION CRITERIA

- Registration with relevant Tax authorities (income/sale tax/SRB) & other Tax authorities (where applicable)
- Financial statement of last 3 years;
- Turnover and experience at least 3 years in the relevant field. (at least 2.Nos project)
- A Firm is not Black listed/Debarred by any Procuring Agency otherwise the D.M.C(East) will dis-qualified the Firm subject to Rule-30 of Sindh Public Procurement Rules-2010.
- Any other factor deemed to be relevant by the D.M.C.(East)Subject to the Provision of Rule-44
- Each bid shall comprise One Single Envelop containing the financial proposal and required information as mentioned in Bidding documents.
- All the received bid shall be opened and evaluated in the minor prescribed in the Notice inviting Tenders or Bidding documents.

EVALUATION CRITERIA

Bid opening, Clarification and Evaluation

The Procuring Agency will open the bids, in the presence of Bidders' representatives who choose to attend, at the time, date and in the Place specified in the Bidding Data.

The Bidder's Name, Bid prices, any discount, the presence or absence of bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the Bid opening. The Procuring agency will record the Minutes of the Bid opening. Representatives of the Bidders who choose to attend shall Sign the Attendance sheet.

Any bid price or discount which is not read out and recorded at Bid opening will not be taken into Account in the Evaluation of Bid.

To assist in the Examination, Evaluation and comparison of bids the Engineering/Procuring Agency may, at its discretion, asked the Bidder for a clarification of its bid. The required for clarification and the response shall be in writing and no change in the Price or Substance of the Bid shall be sought, offered or permitted(SPP Rule43).

(a) Prior to the detailed evaluation, the Engineer/Procuring Agency will determine the substantial responsiveness of each Bid to the bidding documents. For purpose of these instructions, a Substantially responsive bid is one which confirms to all the terms and conditions of the bidding documents without material documents. It is include terminating the requirements listed in the Bidding data.

(b) arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in the words shall prevail. If there is a discrepancy between the total bid price entered in the form of bid and the total shown in the schedule of prices-Summary, the amount stated in the form of bid will be corrected by the Procuring Agency in accordance with the corrected Schedule of Prices.

If the Bidders does not accept the corrected amount of bid, his bid will be rejected and his Bid security forfeited.

A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

Any minor in formality or non-conformity or irregularity in the Bid which does not constitute a material deviation (Major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid Security of required amount and manner;
- (iii) Stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specification;
- (v) failing to comply with Mile-stones/critical dates provided in the bidding documents;
- (vi) Sub-Contracting contrary to the conditions of Contractor specified in bidding documents, such as performance Gurantees and insurance coverage;
- (vii) Refusing to bare important responsibilities and liabilities allocated in the bidding documents, such as taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (viii) a material deviation or reservation is one:
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders
- (ix) presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive as per requirements given hereunder. Bids will be evaluated for compete scope of works. The prices will be compared on the basis of the Evaluated Bid Price herein below.

Technical Evaluation: It will be examined in detail where the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) Making any correction for arithmetic errors hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

(iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

Financial Evaluation and Comparison of Bids

The D.M.C.(East) will evaluate and compare only the bids determined to be Substantially responsive in accordance with the Rules.

If the bid of the successful bidders is seriously unbalanced in relation to the D.M.C.(East) Estimate of the cost of work to be performed under the Contract, the D.M.C.(East) may require the bidder to produce detailed price analysis for any or all Items of the Bill of quantities to demonstrate the Internal consistency of those prices with the Construction methods and Schedule proposed.

A handwritten signature or mark, possibly a stylized 'N' or 'W', with some illegible characters to its right.

SPPRA BIDDING DOCUMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.5 MILLION)

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

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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



BIDDING DATA

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

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

(Executive Engineer/Authority issuing bidding document)

Conditions of Contract

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

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

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

Clause – 3: Termination of the Contract.

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

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
 - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the

work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

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



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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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



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

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

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

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



Clause –18: Financial Assistance /Advance Payment.

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

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

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

Contractor


Executive Engineer/Procuring Agency

