

BIDDING DATA

57
NIT No: ~~05~~/2014-15, Work No:01

- (a). Name of Procuring Agency District Municipal Corporation (South), Karachi
- (b). Brief Description of Works ENGINE OVERHAULING WITH NEW TYRE/TUBE AND BATTERY FOR VEHICLE No: CH-00591 (BOBCAT) AND REPAIRING OF FRONT BLADE, HYDRAULIC SYSTEM, WHEEL SERVICING FOR VEHICLE No: CH-175658 (BOBCAT), KEAMARI ZONE, DMC(SOUTH), KARACHI.
- (c). Procuring Agency's address: Haqqani Chowk, New Challi, Karachi
- (d). Estimated Cost: OPEN RATE
- (e). Amount of Bid Security: 2% of Open Rate
- (f). Period of Bid Validity (days): 90 Days
- (g). (i). Security Deposit:-(i/c bid security): 02.00% of Contract/Sanction Amount
(ii). 8% Retention Money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills : 7.5 % Income Tax
- (i). Deadline for Submission of Bids along with time : 11.06.2015 at 02:00 pm
- (j). Venue, Time and Date of Bid Opening: Office of the Superintending Engineer, DMC(South), at Haqqani Chowk, New Challi, Karachi at 02:30 pm On: 11.06.2015
- (k). Time for Completion from written order of commence: 45 Days
- (l). Liquidity damages: Rs: 1,000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Tender Cost Vide Pay Order No: _____ Dated: _____
Amount: Rs: 1,000/- (Rupees: One Thousand Only).
- (n). Bidding Document issued to: M/S: _____

CONTRACTOR


EXECUTIVE ENGINEER(M&E)
KEAMARI ZONE

BIDDING DATA

NIT No: ⁵⁷~~55~~/2014-15, Work No:02

- (a). Name of Procuring Agency District Municipal Corporation (South), Karachi
- (b). Brief Description of Works REPLACE OF COMPLETE ENGINE WITH NEW TYRE/ TUBE AND BATTERY FOR VEHICLE No: CH-713591 (BOBCAT) AND REPAIR/MAINTENANCE OF VEHICLE No: CH-101281 (VOLVO) KEAMARI ZONE, DMC(SOUTH).
- (c). Procuring Agency's address: Haqqani Chowk, New Challi, Karachi
- (d). Estimated Cost: Open Rate
- (e). Amount of Bid Security: 2% of Open Rate
- (f). Period of Bid Validity (days): 90 Days
- (g). (i). Security Deposit:-(i/c bid security): 02.00% of Contract/Sanction Amount
(ii). 8% Retention Money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills : 7.5 % Income Tax
- (i). Deadline for Submission of Bids along with time : 11.06.2015 at 02:00 pm
- (j). Venue, Time and Date of Bid Opening: Office of the Superintending Engineer, DMC(South), at Haqqani Chowk, New Challi, Karachi at 02:30 pm On: 11.06.2015
- (k). Time for Completion from written order of commence: 45 Days
- (l). Liquidity damages: Rs: 1,000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Tender Cost Vide Pay Order No: _____ Dated: _____
Amount: Rs: 1,000/- (Rupees: One Thousand Only).
- (n). Bidding Document issued to: M/S: _____

CONTRACTOR


EXECUTIVE ENGINEER(M&E)
KEAMARI ZONE

BIDDING DATA

NIT No: ⁵⁷~~05~~/2014-15, Work No:03

- (a). Name of Procuring Agency District Municipal Corporation (South), Karachi
- (b). Brief Description of Works MANUFACTURING/SUPPLYING MANHOLE COVERS AND RING SLAB IN DIFFERENT AREAS OF KEAMARI ZONE, DMG(SOUTH), KARACHI.
- (c). Procuring Agency's address: Haqqani Chowk, New Challi, Karachi
- (d). Estimated Cost: Rs: 9,85,329/-
- (e). Amount of Bid Security: Rs: 19,707/-
- (f). Period of Bid Validity (days): 90 Days
- (g). (i). Security Deposit:-(i/c bid security): 02.00% of Contract/Sanction Amount
(ii). 8% Retention Money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills : 7.5 % Income Tax
- (i). Deadline for Submission of Bids along with time : 11.06.2015 at 02:00 pm
- (j). Venue, Time and Date of Bid Opening: Office of the Superintending Engineer, DMC(South), at Haqqani Chowk, New Challi, Karachi at 02:30 pm On: 11.06.2015
- (k). Time for Completion from written order of commence: 45 Days
- (l). Liquidity damages: Rs: 1,000/- Per Day
(C.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Tender Cost Vide Pay Order No: _____ Dated: _____
Amount: Rs: 1,000/- (Rupees: One Thousand Only).
- (n). Bidding Document issued to: M/S: _____

CONTRACTOR


EXECUTIVE ENGINEER(B&R)
KEAMARI ZONE

SCHEDULE OF QUANTITIES
NIT No: 05/14-15, WORK No: 02

57

DISTRICT MUNICIPAL CORPORATION (SOUTH)
KARACHI, KEAMARI ZONE

Estimated Cost Rs: OPEN RATE BASIS

Earnest Money Rs: 2% of O/R

Time Limit: 45 Days

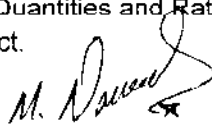
Penalty Per Day Rs: 1,000/-

SUBJECT: REPLACE OF COMPLETE ENGINE WITH NEW TYRE/ TUBE AND BATTERY FOR VEHICLE No: CH-713591 (BOBCAT) AND REPAIR/MAINTENANCE OF VEHICLE No: CH-101281 (VOLVO) KEAMARI ZONE, DMC(SOUTH).

S.No:	Description of work	Quantity	Rate	Per	Amount
	CH-713591 (Bobcat)				
1	Dismantling/reassembling the following assembling duly complete overhaul in working condition:- ENGINE. Complete Engine Replace as per required specification (Bob Cat make)	01 Job		P/Job	
2	LUBRICANT AND FILTER. a). P/F Oil Filter. b). P/F Diesel Filter. c). P/F Air Cleaner Jali. d). P/F Engine Oil. e). P/F Hydraulic Oil.	01 Job		P/Job	
3	SELF/GENERATOR. Repair of Self in Service with new baring carbon bush etc with lath machine work. Repairing of Generator in Service with new baring, carbon bushes etc complete Generator work.	01 Job		P/Job	
4	HYDRAULIC PUMP Dismantling and repairing of Hydraulic pump the work i/c repairing shaft with best material by re-matting, rebuilding the P/F bushes, packing kits seals valve etc than testing on low as required.	01 Job		P/Job	
5	BATTERIES Providing and Fixing batteries N-100 Exide 01 No. with terminals.	01 Job		P/Job	
6	RADIATOR. P/F new Radiator 04 Liner complete with hose pipe and clips, fan belt.	01 Job		P/Job	
7	WHEEL SERVICING Repairing & servicing of (Left/Right) Rear & Front wheel hub disk with shim and tuning with Lathe machine work along with bearing.	01 Job		P/Job	
8	TYRE/TUBE P/F new tyre/tube with flopy size 7 x 50-16 General make or equavelent. 04 Nos.	01 Job		P/Job	
9	BREAK SYSTEM. a). P/F of Break Booster rear side 02 Nos. with Break oil filling. b). P/F of Break well kit complete fitting along with Break liner, Break shows (Lather) & Bearing	01 Job		P/Job	
10	P/F New Stapnie size 7 x 50 16 (tyre size) 04 Nos.	01 Job		P/Job	

S.No:	Description of work	Quantity	Rate	Per	Amount
	CH-101281 (Volvo FL-06)				
1	RADIATOR. P/F new Radiator complete (Volvo make/model) with Top & bottom, hose pipe upper & lower both side and clips with nut/bolt, fan and fan belt.	01 Job		P/Job	
2	BREAK DEFECT Providing and fixing wheel break patti fitting front and rear both side 04 Nos. wheel along with break booster rear both side and break oil as per required and wheel drume full tuning on lath machine work with regmal polish and finishing with hand break of volvo FL-06 make/model.	01 Job		P/Job	
3	SUSPENSION. Complete Suspension work along with P/F of cross, shaft and bushes all respect as required and as per instruction of Engineer Incharge.	01 Job		P/Job	
4	HYDRAULIC PUMP a). Dismantling and repairing of Hydraulic pump the work i/c repairing shaft with best material by re-matting, rebuilding the P/F bushes, packing kits seals valve etc than testing on low as required. b). Repairing of hydraulic tank leakige as required. c). Providing and fixing Hydraulic pipe (Rubber) along with pipe clamp fitting as required.	01 Job		P/Job	
5	SELF. Repair of Self Servicing with new bearing carbon brushes i/c lath machine work etc complete and testing on load.	01 Job		P/Job	
6	GENERATOR: Repairing of Generator Servicing with new bearing, carbon brushes etc complete Generator work.	01 Job		P/Job	
7	LUBRICANT AND FILTER. a). P/F Oil Filter. b). P/F Diesel Filter. c). P/F Air Cleaner Jali. d). P/F Engine Oil. e). P/F Hydraulic Oil.	01 Job		P/Job	

Nomenclature, Quantities and Rates etc checked and found correct.


ASSTT: EX-ENGINEER (M&E)
KEAMARI ZONE


EXECUTIVE ENGINEER(M&E)
KEAMARI ZONE

I/We hereby quoted Rates Rs: _____ for above mentioned complete job.
(Rupees _____)

Contractor's Signature: _____

Address: _____

SCHEDULE OF QUANTITIES
NIT No: 57/14-15, WORK No: 01

57

DISTRICT MUNICIPAL CORPORATION (SOUTH)
KARACHI, KEAMARI ZONE

Estimated Cost Rs: OPEN RATE BASIS

Earnest Money Rs: 2% of O/R

Time Limit: 45 Days

Penalty Per Day Rs: 1,000/-

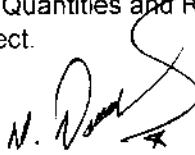
SUBJECT: ENGINE OVERHAULING WITH NEW TYRE/TUBE AND BATTERY FOR VEHICLE No: CH-00591 (BOBCAT) AND REPAIRING OF FRONT BLADE, HYDRAULIC SYSTEM, WHEEL SERVICING FOR VEHICLE No: CH-175658 (BOBCAT), KEAMARI ZONE, DMC(SOUTH), KARACHI.

S.No:	Description of work	Quantity	Rate	Per	Amount
	CH- 00591 (Bobcat)				
1	<p>Dismantling/reassembling the following assembling duly complete overhaul in working condition:-</p> <p>ENGINE.</p> <p>Engine overhauling work including the cost of replacement of following parts:-</p> <ul style="list-style-type: none"> a). P/F of Engine Block b). P/F of Slave. c). P/F of Piston G/Pin. d). P/F of Piston Ring e). P/F of Main and Began Baring. f). P/F of Engine overhauling kit. g). P/F of Thrust Collar. h). P/F of Valve inlet i). P/F of Exhaust. j). P/F of Valve guide. k). P/F of Valve seal inlet/exhaust. l). P/F of Valve seal m). P/F of Came bush. n). P/F of Connecting Rod & Bush. o). P/F of Oil Pump Assay. p). P/F of Water Body Assay. q). P/F of Engine foundation r). P/F of Gear foundation. s). P/F crank shaft 	01 Job		P/Job	
2	<p>FUEL INJECTION PUMP.</p> <p>Overhauling work including the cost of replacement of following parts:-</p> <ul style="list-style-type: none"> a). P/F Rotor Head. b). P/F Rotor Head Disc. c). P/F Plunger Set. d). P/F Atomizer Set. e). P/F Packing Kit. f). P/F Spring with washer. g). P/F Nozzle Injector set. 	01 Job		P/Job	

S.No:	Description of work	Quantity	Rate	Per	Amount
3	<u>SELF/GENERATOR.</u> Repair of Self in Service with new baring carbon bush etc with lath machine work. Repairing of Generator in Service with new baring, carbon bushes etc complete Generator work.	01 Job		P/Job	
4	<u>LUBRICANT AND FILTER.</u> a). P/F Oil Filter. b). P/F Diesel Filter. c). P/F Air Cleaner Jali. d). P/F Engine Oil. e). P/F Hydraulic Oil.	01 Job		P/Job	
5	<u>MACHINE / GRINDING WORK.</u> a). Cylinder Boring. b). Sleeve Fitting. c). Valve seat Cutting d). Repairing head facing seat cutting complete in all respect	01 Job		P/Job	
6	<u>HYDRAULIC PUMP</u> Dismantling and repairing of Hydraulic pump the work i/c repairing shaft with best material by re-mating, rebuilding the P/F bushes, packing kits seals valve etc than testing on low as required.	01 Job		P/Job	
7	Repairing & servicing of (Left/Right) Rear & Front wheel hub disk with shim and tuning with Lathe machine work along with bearing.	01 Job		P/Job	
8	P/F of new Radiator 04 liner with hose pipe and Clip .	01 Job		P/Job	
9	<u>BATTERIES</u> Providing and Fixing batteries N-100 Exide 01 No. with terminals.	01 Job		P/Job	
10	<u>TYRE/TUBE</u> P/F new tyre/tube with flopy size 7 x 50-16 General make or equavelent. 04 Nos.	01 Job		P/Job	
11	<u>BREAK SYSTEM.</u> a). P/F of Break Booster rear side 02 Nos. with Break oil filling. b). P/F of Break well kit complete fitting along with Break liner, Break shows (Lather) & Bearing	01 Job		P/Job	
CH- 175658 (Bobcat)					
Dismantling/reassembling the following assembling duly complete Repairing in working condition:-					
1	<u>REPAIRING OF BLADE</u> Repairing of blade the work i/c cutting, damage piece with gas cutter than blade dully welding grinding etc complete as required and as per instruction of Engineer Incharge.	01 Job		P/Job	

S.No:	Description of work	Quantity	Rate	Per	Amount
2	HYDRAULIC PUMP Dismantling and repairing of Hydraulic pump the work i/c repairing shaft with best material by re-ma'ling, rebuilding the P/F bushes, packing kits seals valve etc than testing on low as required.	01 Job		P/Job	
3	WHEEL SERVICING Repairing & servicing of (Left/Right) Rear & Front wheel hub disk with shim and tuning with Lathe machine work along with bearing.	01 Job		P/Job	
4	BREAK SYSTEM. a). P/F of Break Booster rear side 02 Nos. with Break oil filling. b). P/F of Break well kit complete fitting along with Break liner, Break shows (Lather) & Bearing	01 Job		P/Job	
5	LUBRICANT AND FILTER. a). P/F Oil Filter. b). P/F Diesel Filter. c). P/F Air Cleaner Jali. d). P/F Engine Oil. e). P/F Hydraulic Oil.	01 Job		P/Job	

Nomenclature, Quantities and Rates etc checked and found correct.


ASSTT: EX-ENGINEER (M&E)
KEAMARI ZONE


EXECUTIVE ENGINEER(M&E)
KEAMARI ZONE

I/We hereby quoted Rates Rs: _____ for above mentioned complete job.
 (Rupees _____)

Contractor's Signature: _____

Address: _____

SCHEDULE OF QUANTITIES
NIT No: 57/14-15, WORK No: 03

57

DISTRICT MUNICIPAL CORPORATION (SOUTH)
KARACHI, KEAMARI ZONE

Estimated Cost Rs: 9,85,329/-

Earnest Money Rs: 19,707/-

Time Limit: 45 Days

Penalty Per Day Rs: 1,000/-

SUBJECT: MANUFACTURING/SUPPLYING MANHOLE COVERS AND RING SLAB IN DIFFERENT AREAS OF KEAMARI ZONE, DMC(SOUTH), KARACHI.

S.No:	DESCRIPTION OF WORK	QUANTITY	RATE	PER
1.	Manufacturing and supplying of R.C.C. ring slab of 21"Ø inside 36"Ø outside 7.5" width and 6" thick i/c 3/8"Ø for steel bars two concentric ring with 3/8"Ø 08 Nos. cross linked bars welded and two sunk type hooks casted etc.	220 Nos	1906.60	Each
2.	Shifting and fixing R.C.C. pre-cast ring slab in c.c. 1:2:4 etc.	220 Nos	563.09	Each
3.	Manufacturing and supplying R.C.C. manhole covers casting c.c. 1:2:4 ratio 3 inch deep at center bar, reinforced with 3/8" dia four steel 2.50" deep M.S. plate other curing, stacking and transportation within 10 miles.21" Dia	450 Nos	913.63	Each
4.	Clearing/desilting of manhole inspection chamber other cleaning and roding of connected sewer Average 50' per manhole removing sewerage and soil water throwing out side.	65 Nos	474.83	Each

Nomenclature, Quantities and Rates etc checked and found correct.

ASSTT: EX-ENGINEER (B&R)
KEAMARI ZONE


EXECUTIVE ENGINEER (B&R)
KEAMARI ZONE

I/We hereby quoted Rates @ _____ % (_____
Percent above/below the S/R.

Contractor's Signature: _____

Address: _____

Evaluation Qualification/Eligibility Criteria

Bid shall be evaluated on the basis of following information are available with the bid:-

- 1. Contractor having NTN and copy must be available with tender incase of supply item the GST registration must be available with tender.*
- 2. In case of Electrical works, the License from Electrical Inspector is mandatory for execution of Electrical Works in Province of Sindh under the provision of Rule 18 of Electricity Rules 1937 Sindh License.*
- 3. The Pay Order of Bid Security as mentioned in NIT must be available with tender.*
- 4. Minimum 03 years Experience of similar nature of job must be available with the tender.*
- 5. Turn-over at last (03) three years.*
- 6. Registration with Sindh Revenue Board.*
- 7. Method of Procurement used "SINGLE STAGE - ONE ENVELOPE PROCEDURE"*
- 8. Similar nature of Bidding Document form upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the tender cannot be accepted.*
- 9. Rate must be quoted in Figure & Words by Contractor.*
- 10. Bid shall be properly signed by Contractor with stamped address and Contract No.#*
- 11. Bid will be evaluated according to SPPRA Rules,2010 (Amended 2013).*
- 12. Conditional bid cannot be accepted.*
- 13. Bid must be submitted in sealed cover.*
- 14. Debarred Contractors bid cannot be accepted.*

DISTRICT MUNICIPAL CORPORATION (SOUTH), KARACHI



KEAMARI ZONE

Mauri Pur Grex, Main Hawksbay Road Karachi.
Phone No: 021-99241320-25
Fax: 021-99241321 E-mail: Keamaritown@gmail.com

**BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

**According
to
SPPRA Rules-2010**

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

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.

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

- (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 --18: Financial Assistance /Advance Payment.

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

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

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

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

