

OFFICE OF THE DISTRICT COUNCIL
TANDO ALLAHYAR

Binding Document

For the Development Works

Name of Work : _____

OFFICE OF THE DISTRICT COUNCIL TANDO ALLAHYAR

SUMMARY OF CONTENTS

PART	DESCRIPTION
Part I	INTROUCTION
Part II	NOTICE INVITING BIDS
Part III	INSRUCTIONS TO BIDDERS AND BIDDING DATA
Part IV	FORM OF BID AND SCHEDULE TO BID
Part V	CONDITIONS OF CONTRACT
Part VI	STANDARD FORMS OF AGREEMENT

PART - I

DISTRICT COUNCIL TANDO ALLAHYAR

INTRODUCTION

No. NIT No:DC/Tando Allahyar/ /2015 Dated

Bid document Issued to : M/S _____

Bid document fee Rs:..... /- vide Receipt No. _____ dated: _____

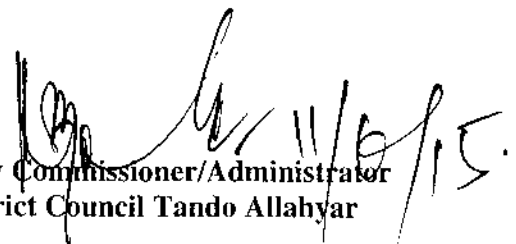
Bid Security 2% Rs:----- No. _____ Dated: _____

The District Administration Tando Allahyar in view of policy of Sindh Government have recommended the execution of scheme District Tando Allahyar which is approved by competent authority The scheme intended for public welfare Sealed bids for the works shown in above mentioned NIT on bid documents are invited which can be obtained from the office of District Council Tando Allahyar as per schedule given below.

Name of Scheme: _____

Time Schedule for Bids

S. No.	Particulars	1 st Attempt
1.	Last date for obtaining bid documents from office of District Council Tando Allahyar up to 12.00 Noon	02-07-2015
2.	Last date for submitting bids at office of District Council Tando Allahyar at 2.00pm	03-07-2015
3.	Date and time of Opening at Office of District Council Tando Allahyar at 3.00 pm	03-07-2015


Deputy Commissioner/Administrator
District Council Tando Allahyar

PART – II

OFFICE OF THE DISTRICT COUNCIL TANDO ALLAHYAR

No.D.C./T.A.Y/333 /2015

Dated: 11/06/2015

Phone No.0223414067

Fax No. 0223414015

Notice inviting Tender / Sealed Bids

Sealed bids according to single stage one envelop procedure are invited from all intending contractors/ parties for works shown below. The blank Bid Document can be obtained from the Office of District Council Tando Allahyar located at Naserpur road on any working day up to 02-07-2015 at 12.00noon from date of publication on payment of Bid document/tender fee (non-refundable) as shown against each in shape of Dr/ Pay Order in favor of District Council Tando Allahyar.

Each bid must accompany the 2% Bid security as mentioned below- in shape of deposit at call in favor of District Council Tando Allahyar. In complete over written and conditional tenders shall not be entertained.

Bid documents will be received back duly filed on 03-07-2015 up to 2.00 pm in this Office and will be opened on the same day 03-07-2015 at 3.00 pm in presence of Procurement Committee and available parties or their representatives. "In case of Holiday or unforeseen circumstances on opening date the bids shall be submitted and opened on next working day at same time at 2.00 pm and 3.00 pm respectively.

S. No.	Name of Work	Estimated Cost in Million	Earnest Money 2 %	Tender Fee in Rupees	Completion Period
1.	Construction of Open Surface Drain Nala at Village Ahmed Khan Lund, U.C-Dad Khan Jarwar Taluka Chamber.	1.00	20000/-	1000/-	2 months
2.	Construction of C.C.Block Road Rounded Nawabzada Mir Munawar Ali Khan Talpur East Side Remaining Work.	1.00	20000/-	1000/-	2 months
3.	Supply of Nikon Surveying Level Instruments with Tripod 2 No. Staff etc complete.	Offer Rate	2 %	500/-	15 days

The bidder shall submit the information/documents viz bidders profile, Registration Income (NTN Certificate) GST Registration Sindh Revenue Board with copy of N.I.C, performance certificate in last 3/5 years for works of similar nature and size for each, ccnstruction equipments, Qualification and experience of technical personal and key site Management, Finanancial statement of last 3 years, Information regarding litigations and abandoned works if any.

The Bidder who have already collected bid documents but did not respond on first date shall also purchase new bid document.

The procuring agency may reject all or any bid subject to the relevant provisions of SPPRA Rules 2010.


DEPUTY COMMISSIONER/ADMINISTRATOR
DISTRICT COUNCIL TANDO ALLAHYAR

Copy forwarded for information :-

- The Secretary Government of Sindh Local Government, RDD & HTP Department Karachi.
- The Director Sindh Public Procurement Regulatory Authority Karachi with a request to hoist the NIT on SPPRA website.
- The Director Local Government Hyderabad Division
- The Assistant Director Local Government Tando Allahyar.
- The Assistant Director Local Fund Audit Tando Allahyar.
- Notice Board.


DEPUTY COMMISSIONER/ADMINISTRATOR
DISTRICT COUNCIL TANDO ALLAHYAR

PART – III

BIDDING DATA


A	Name of procuring Agency	DISTRICT COUNCIL TANDO ALLAHYAR
B	Brief of WORK	Construction of Open Surface Drain Nala at Village Ahmed Khan Lund, U.C-Dad Khan Jarwar Taluka Chamber.
D	Procuring Agency's Address	District Council Tando Allahyar
D	Estimated Cost	1.00 (M)
E	Amount of Bid Security in %age of bid amount/ estimated cost equal to 10%	2% Rs:
F	Period of Bid validity (days) Not more than NINETY days)	60 DAYS
G	Deadline for submission of bids along with time	As per NIT
H	Venue, time and date of Bid Opening	As per NIT
I	Deposit receipt No. date Amount (in words and figures)	(i) Call deposit Rs: _____ No. _____ dated: _____ (ii) Bid document fee Rs. /- vide No. _____ dated: _____
K	Liquidity damages	0.5% of estimated cost per day of delay but total not exceeding 10%


Authority issued Bid Document
District Engineer
District Council
Tando Allahyar

PART – III

BIDDING DATA

A	Name of procuring Agency	DISTRICT COUNCIL TANDO ALLAHYAR
B	Brief of WORK	Construction of C.C.Block Road Rounded Nawabzada Mir Munawar Ali Khan Talpur East Side Remaining Work.
D	Procuring Agency's Address	District Council Tando Allahyar
D	Estimated Cost	1.00 (M)
E	Amount of Bid Security in %age of bid amount/ estimated cost equal to 10%	2% Rs:
F	Period of Bid validity (days) Not more than NINETY days)	60 DAYS
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K	Liquidity damages	0.5% of estimated cost per day of delay but total not exceeding 10%


Authority issued Bid Document
District Engineer
District Council
Tando Allahyar

PART – III

BIDDING DATA

A	Name of procuring Agency	DISTRICT COUNCIL TANDO ALLAHYAR
B	Brief of WORK	Supply of Nikon Surveying Level Instruments with Tripod 2 No. Staff etc complete.
D	Procuring Agency's Address	District Council Tando Allahyar
D	Estimated Cost	0.25 (M)
E	Amount of Bid Security in %age of bid amount/ estimated cost equal to 10%	2% Rs:
F	Period of Bid validity (days) Not more than NINETY days)	15 DAYS
G	Deadline for submission of bids along with time	As per NIT
H	Venue, time and date of Bid Opening	As per NIT
I	Deposit receipt No. date Amount (in words and figures)	(i) Call deposit Rs: _____ No. _____ dated: _____ (ii) Bid document fee Rs. /- vide No. _____ dated: _____
K	Liquidity damages	0.5% of estimated cost per day of delay but total not exceeding 10%


Authority issued Bid Document

PART – III

INSTRUCTIONS TO BIDDERS

GENERAL

- IB.1 SCOPE OF BID** 1.1 The District Council Tando Allahyar intends to invite sealed bids for development works mentioned in the invitation of bids Notice as well as in part I (Introduction) through single stage one envelop procedure as per SPPRA Rules 2010
- IB.2 SOURCE OF BID** 2.1 The District Council Tando Allahyar Own Funds.
- IB.3 ELIGIBLE BIDDERS** 3.1 The bidders shall submit following information/documents.
- i) ~~Certificate of Eligibility~~ Certificate of Eligibility issued by the District Council Tando Allahyar for the purpose of the bidding above.
 - ii) Profile of bidders
 - iii) Performance certificate in last 3/5 years for works of similar nature and size
 - iv) Construction Equipments.
 - v) Qualification and experience of technical personal and key site management
 - vi) Financial statement of last 3 years.
 - vii) Information regarding litigation and abandoned works if any.Registration with Income Tax(NTN Certificate)GST,Registration with Sindh Revenue Board with copy of NIC.
- IB.4 COST OF BIDDING** 4.1 The bidders shall bear all costs associated with the preparation and submission of its bid and the procuring agency will in no case be responsible or liable for those costs, regardless of the conduct or out come of the bidding process (SPP Rules 24 and 25) of 2010.
- IB.5 CONTENTS OF BIDDING** 5.1 In addition to invitation of Bids, the Bidding Documents are those stated below and should be read in conjunction with any Addendum.
- i) Instructions to contract and contract data.
 - ii) Introduction, Form of Bid and schedule of price/Bill of Quantities.
 - iii) Conditions of contract.
 - iv) Standard Forms.Form of agreement.
- IB.6 LANGUAGE OF BID** 6.1 The bid prepared by the bidders as well as correspondence and documents relating to the bid exchanged by the bidder and procuring agency, shall

**IB.7 BID
SECURITY**

- 7.1 The bid security is required to protect the procuring agency against the risk of bidders conduct, which would warrant the security' forfeiture. The bid security shall be denominated in the currency of the bid.
- (a) The bid security for 2% of estimated cost, be in form of demand draft/call deposit issued by scheduled Bank in Pakistan in favour of District Council Tando Allahyar.
 - (b) Be submitted in its original form, copies will not be accepted.
 - (c) Remain valid for period of at least 28 days beyond any extended period of bid validity.
- 7.2 Bid security shall be released to the un-successful bidders once the contract has been signed with successful bidder or the validity period has expired.
- 7.3 The successful Bidder's bid security shall be retained till successful completion of contract and maintenance period if any.
- 7.4 The Bid Security may be forfeited.
- (a) If a Bidder withdraws its bid during the period of bid validity
 - (b) In case of a successful Bidders,if the bidder fails.
 - i) To sign the contract in accordance with terms and conditions Mentioned in Bid document.
 - ii) If a bidder does not accept the correction of his bid price.

**IB.8 VALIDITY
OF BIDS**

- 8.1 Bid Shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 8.2 In exceptional circumstances, the procuring agency may solicit the bidder's consent to extension of the period of validity. The request and responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.
- 8.3 The bid shall be prepared an original and number of copies of the bid indicated in the Bid Data,clearly making each "ORIGIONAL BID" and " COPY OF BID " as appropriate. In the event of any discrepancy between them, the original shall govern.
- 8.4 The original and copy or Copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 8.5 Any interlineations, erasures or over writing shall be valid only if they are initialed by the person or person signing the bid.

Submission of Bids

- 09. Sealing and Marking of Bids**
- 9.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "ONE COPY". The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry statement "DO NOT OPEN BEFORE -----
---- at 3.00pm".
- 9.2 If the outer envelope is not sealed and marked as required, the Procuring agency assume no responsibility for the bid's misplacement or premature opening.
- 10. Deadline for submission of Bids**
- 10.1 Bids must be received by the Procuring agency at the address specified in BDS, not later than the time and date specified in the Bid Data Sheet.
- 10.2 The procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in such case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 11. Late Bids**
- 11.1 Any bids received by the Procuring agency after the deadline for submission of bids prescribed by the procuring agency shall be rejected and returned unopened to the Bidder.
- 12. Modification and withdrawal of Bids**
- 12.1 The Bidder may modify or withdraw its bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the procuring agency prior to the deadline prescribed for submission of bids.
- 12.2 No bid may be modified after the deadline for submission of bids.
- 12.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bids validity Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

Opening and Evaluation of Bids

- 13. Opening of Bids by the procuring agency**
- 13.1 The Procuring agency shall open all bids in the presence of bidder's representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 13.2 The bidder's name, bid modification or withdrawals, bid prices, discount and the presence or absence of requisite bid security and such other details as the procuring agency, at its discretion, may consider appropriate, will be announced at opening.
- 14. Clarification of Bids**
- 14.1 During evaluation of the bids, the procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the prices of substances of the bid shall be sought or permitted.
- 15. Preliminary Examination**
- 15.1 The procuring agency shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 15.2 Arithmetical errors will be rectified on the following basis. If there is discrepancy the unit price and the 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 the supplier does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 15.3 Prior to the detailed evaluation, the procuring agency will determine the substantial responsiveness of each bid to the bidding documents. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviation. Procuring agency's determination of bid's responsiveness is to be based on the contents of the bid itself.

- 15.4 If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be made responsive by the Bidder by correction of nonconformity.
- 16. Evaluation and Comparison of Bids**
- 16.1 The procuring agency will evaluate and compare the bids which have been determined to be substantially responsive.
- 16.2 The procuring agency's evaluation of a bid will be on delivery to consignee's end inclusive of all taxes, stamps, duties, levies, fees, installation and integration charges imposed till the delivery location and shall exclude any allowance for price adjustment during the period of execution of the contract.
- 17. Contacting the procuring agency**
- 17.1 No bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the announcement of Bid Evaluation Report. If the Bidder wishes to bring additional information to the notice of the procuring agency, it should do so in writing.
- 17.2 Any effort by a Bidder to influence the procuring agency in its decision on bid evaluation, bid comparison, or contract award may result in the rejection the Bidder's bid.

PART – IV

Scheduled to Bid

OFFICE OF THE DISTRICT COUNCIL TANDO ALLAHYAR

Name of Work: **Construction of Open Surface Drain Nala at Village Ahmed Khan Lund, U.C-Dad Khan Jarwar Taluka Chamber.**

Issued to M/s _____

BILL OF QUANTITIES

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

Item No.	Quantity	Description of Items to be executed at Site	Rate	Unit	Amount in Rupees
1.	5348.0	Excavation in foundation of building bridges and other structures including dagbelling dressing refilling around structure with excavated earth watering and ramming.	2722.50	P%o cft	14560.0
2.	1210.0	Cement Concrete Plain i/c Placing , compaction and for curing complete (1:4:8)(GSI No: 5(F)P-15)	11288.75	P% cft	136594.0
3.	2940.0	Pucca brick work cement sand mortar 1:4 Other then building	11948.36	P%cft	351282.0
4.	2000.0	Construction of standard open drain cunette Block of cement concrete 1:2:4, in situ to the Design profile i/c cost of mould as per drawing i/c supplying fluting cost of cement 1/32" thick thick to the exposed face finished smooth curing e.t.c. PHED shud.P.no 58 item.06	94.0	P.rft	188000.0
5.	5340.0	Cement Plaster (1:4)½" thick.	2283.93	P%sft	121962.0

Item No.	Quantity	Description of Items to be executed at Site	Rate	Unit	Amount in Rupees
6.	77.0	Reinforcement Cement Concrete in roofs slab beams, columns raft , lintels and other structural members laid in site or precast. (1:2:4) (GSI NO.6(1)P-16).	337.0	P%cft	25949.0
7.	3.09	Fabrication of mild steel reinforcement cement Concrete i/c cutting , bending , laying in position Etc (GSI No 8 (b) P-16).	5001.70	P.cwt	15455.0

Total Amount

Rs. 853802.0

I, M/s _____ do hereby quotes the rates _____% above / below the rates of CSR **in Words:** (_____) to be added/deducted on the basis of Premium quoted

Rs. _____

Total Rs. _____

Total (a) Rs. _____

Total (b) Rs. _____

Grand Total Rs. _____

CONTRACTOR

ENGINEER/PROCURING AGENCY



PART – IV

Scheduled to Bid

OFFICE OF THE DISTRICT COUNCIL TANDO ALLAHYAR

Name of Work: Construction of C.C.Block Road Rounded Nawabzada
Mir Munawar Ali Khan Talpur East Side Remaining Work.

Issued to M/s _____

BILL OF QUANTITIES

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

Item No.	Quantity	Description of Items to be executed at Site	Rate	Unit	Amount in Rupees
1.	6876.0	Barrow pit excavation undressed lead upto 100ft.(a). (ordinary soil) (GSI No 3(a) P-1)	2117.50	P%o cft	27104.0
2.	12800.0	Earth work compaction (Soft ordinary or hard soil) laying earth in 6" layer leveling dressing complete. (GSI No 13(a) P-3)	263	P% cft	3366.0
3.	12800.0	Carriage of 100 cft 5 Tons of all material like Stone aggregate, spawl, coal, lime, surkhi etc.B.G Rail fastening points and crossing bridge,girders, pipes, sheets Tail, Rail.	502.23	P%cft	64297.0
4.	2950.0	Cement concrete bricks stone ballast 1 ½ " to 2" gauge Ratio 1:4:8. (GSI No 4(b) P-14).	9416.28	P%cft	278722.0
5.	523.0	Erection of removal of centering for R.C.C or plain cement concrete work for partial wood,(Vertical) (GSI No 19(b)(II) P-17).	3127.41	P%sft	16513.0

Item No.	Quantity	Description of Items to be executed at Site	Rate	Unit	Amount in Rupees
6.	2640.0	Cement Concrete Plain i/c Placing, compaction and for curing complete (1:2:4)(GSI No:5(F)P-15)	14429.2	P%cft	380932.0

Total Amount

Rs. 770934.0

I, M/s _____ do hereby quotes the rates _____% above / below the rates of CSR **in Words:** (_____) to be added/deducted on the basis of Premium quoted Rs. _____

Total Rs. _____

Total (a) Rs. _____

Total (b) Rs. _____

Grand Total Rs. _____

CONTRACTOR

~~ENGINEER/PROCURING AGENCY~~
District Engineer
 District Council
 Tando Allahyar

PART – IV

Scheduled to Bid

OFFICE OF THE DISTRICT COUNCIL TANDO ALLAHYAR

Name of Work: Supply of Nikon Surveying Level Instruments with
Tripod 2 No. Staff District Council Tando Allahyar

Issued to M/s _____

BILL OF QUANTITIES

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

Item No.	Quantity	Description of Items to be executed at Site	Rate	Unit	Amount in Rupees
I.	1 Set	Supply of Nikon Surveying Level Instruments with Tripod 2 No. Staff etc complete.		P.set	

Total Amount Rs. _____

Amount in Words: (_____)

CONTRACTOR


ENGINEER/PROCURING AGENCY

PART - IV
FORM OF BID
(LETTER OF OFFER)

Bid Reference NO:

Name of work:

To:

The Administrator,
District Council Tando Allahyar.

Gentlemen,

1. Having examined the Bidding Document including Instructions to Bidders, Bidding Data, Conditions of contract, contract Data, Specifications, Drawings, if any schedule of prices/Bill of Quantities and Addenda NO. _____ for execution of above-named works, we, the undersigned, being a company doing business under the name of and address

_____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda there to for the Total Bid Price of Rs: _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said documents.

2. We undersigned that all the schedules attached hereto form part of this Bid.

3. As security for due performance of the undersigned and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs: _____ (Rupees _____) drawn in your favour or made payable to you and valid for a period of twenty eight(28) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted, to commence the works and to deliver and complete the works comprised in the contract within the time (s) stated in contract Data.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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

8. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the works.

Dated this _____ day of _____ 2015

Signature of Bidder with seal _____

Address: _____

Witness:

Name and Address:

PART –V

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Procuring Agency’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Procuring Agency’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Procuring Agency” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 “Party” means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.14 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.15 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.16 “Site” means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.17 “Variation” means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 8.1.
- 1.1.18 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.19 “Engineer” means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.3 Approvals

No approval or consent or absence of comment by the Engineer / Procuring Agency shall affect the Contractor's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Engineer's / Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. TIME FOR COMPLETION

5.1 **Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 5.3 below, within the Time for Completion.

5.2 **Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

5.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 8.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency / Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

5.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as liquidity damages stated in the Contract Data for each day for which he fails to complete the Works.

6. TAKING-OVER

6.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

6.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

7. REMEDYING DEFECTS

7.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

8. VARIATIONS AND CLAIMS

8.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

8.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

8.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 8.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

9. CONTRACT PRICE AND PAYMENT

9.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 9.2, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 9.4, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor.

9.2 **Interim Payments**

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

9.3 **Retention**

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 7.1, whichever is the later.

9.4 **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

9.5 **Currency**

Payment shall be in the currency stated in the Contract Data.

10. DEFAULT

10.1 **Defaults by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

10.2 **Defaults by Procuring Agency**

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

10.3 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.2,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 10.1 or 10.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 10.2, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination. The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

11. **RISKS AND RESPONSIBILITIES**

11.1 **Contractor's Care of the Works**

Subject to Sub-Clause 7.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 6.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract. Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify .

11.2 **Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.1,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

12. **RESOLUTION OF DISPUTES**

12.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency(Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

12.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 13.3.

12.3 **Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

PART -VI

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 200 ____ between _____ (hereinafter called the "Procuring Agency") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BOQ);
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day , month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)