



## **TENDER DOCUMENTS**

**FOR THE WORK OF**

**PROVIDING / LAYING OF 18" DIA  
M.S LINE FROM "C" ROAD,  
NAZIMABAD NO.2 TO HABIB BANK  
ROUNABOUT INTERCONNECTION OF  
FTM TO BDM.**

**EXECUTIVE ENGINEER  
WATER TRUNK MAIN DIVISION-I**

**KARACHI WATER & SEWERAGE BOARD**



# KARACHI WATER & SEWERAGE BOARD

## OFFICE OF THE EXECUTIVE ENGINEER

### WATER TRUNK MAIN DIVISION-I

#### ABSTRACT OF COST

SUBJECT:- P/L OF 18" DIA M.S LINE FROM "C" ROAD, NAZIMABAD  
NO.2 TO HABIB BANK ROUNDABOUT INTERCONNECTION  
OF FTM TO BDM.

Estimated Cost      On Item Rate Basis.  
Tender Cost.        Rs.3000/=   
Time Limit.         180 Days.  
Penalty                Rs.2000/= Per Day

Issued to M/s. \_\_\_\_\_  
Pay Order No. \_\_\_\_\_ Dated:

ISSUING AUTHORITY

NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
1.	Dismantling of existing asphalt concrete road including base, sub-base and disposal of dismantled materials to designated places.	2100 Sft			% Sft	
2.	Excavation for pipe line in trenches and pits in all kind of soil of murum i/c trimming and dressing sides to true alignment and shapes leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge. Providing fence guards, lights, flags and temporary crossing for non vehicular traffic whenever require lift upto 5 ft and lead upto one chain. <b>Upto 1.5 meter depth</b>	18750 Cft			%0Cft	
3.	Add for additional lift of every three feet or part there of for execution for pipelines and storage tanks, trenches and pits. <b>From (5' to 8')</b>	11250 Cft			%0Cft	
	<b>From (8' to 11')</b>	3600 Cft			%0Cft	
	<b>From (11' to 14')</b>	3600 Cft			%0Cft	
4.	Sand Haro	7650 Cft			% Cft	
5.	Cement concrete plain including placing compacting, finishing and curing complete (including screening and washing of stone aggregate with out shuttering <b>(Ratio 1:2:4)</b> )	33851.25 Cft			% Cft	



NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
6.	Erection and removal of centering for RCC or plain cement concrete works for partial wood vertical.	18000 Sft			% Sft	
7.	Manufacturing, Supplying and fixing black steel pipe made out of M.S Sheet conforming to APL 5L grade X-42 ERW external bitumen coating with fiber Glass <b>5.0m Thick</b> & internally C.C lining 8.0m thick (AWWA specification) including laying & jointing with hilcal welding in trenches including the cost of bands of any degree and testing with water specified pressura for diffe4rent dia of pipes ( <b>18" dia</b> ) ( <b>Straight</b> ) ( <b>6.4 mm thick</b> ).	4000 Rft			P/Rft	
8.	Providing and Fixing M.S Flange made of M.S plate having a thickness and total weight as mentioned against each item it includes the cost of making holes, facing, welding, nuts, bolts rubber packing white lead, fitter, cartage etc complete. <b>18" (1/2" thick plate) 115.7 Kg</b>	06 Nos.			Each	
9.	Providing and Fixing M.S bend fabricated with 3/8" thick M.S Plate having in outer length and total weight as mentioned against each item. <b>18" dia (outer length 4.7fr and weight 115.71 Kg</b>	12 Nos.			Each	
0.	Providing & Fixing M.S Split Collar Tee on PRCC Pipe of different sizes having wide as mentioned against each item to suit the size of connection fabricated with 3/4" thick M.S plate excluding the cost of the neck it includes the cost of 3/4" thick M.S square bars on both ends, 4 Nos 3/4" thick M.S Flanges with a total weight as mentioned against each item it also includes the cost of nuts and bolts, rubber packing labour and sealing material and all the tools and plants. Weight 338.39 Kg <b>33"x33" (3'-6")</b> Weight 270.22 Kg <b>24" x 24" (3'-6")</b>	02 Nos. 02 Nos.			Each Each	
1.	Providing and Fixing 0-9" long 3/8" thick M.S neck to existing M.S pipe or to a split collar tee having a total weight s mentioned against each item it i/c the cost of fabrication and welding to the split collar tee. <b>18" dia (Weight 49.089 Kg)</b>	04 Nos.			Each	



NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
12.	Construction of C.C block masonry chambers with 24" x 24" C.I Cover & frame weighing 65 Kg fixed on RCC 1:2:4 slab 6" thick with steel ½" dia tor main bars @ 6" c/c bent up both side and both wages bars 8' thick C.C 1:3:6 block masonry walls set in 1:6 CM thick C.C 1:4:8 in foundation 2" thick C.C 1:2:4 flooring ½" thick cement plaster 1:6 to all inside wall surfaces top and bottom slab, outer side wall surface 1'-0" deep upto roof slab i/c M.S foot rest 5/8" dia bars every 2'-0" deep, curing excavation, dewatering re-filling etc complete. <b>6'x6'x'6 (inside dimension)</b>	10 Nos.			Each	
13.	Providing ductile iron double Flange Butterfly Valve BS-5155 PN-16 Stainless Steel 304 Shaft NBR body, hard Chrome edge disc with gear and handle wheel operated (from SIAM Cast works Bangkok, Thailand).  32" dia 24" dia 18" dia	01 No. 02 Nos. 03 Nos.			Each Each Each	
14.	Fixing of Butterfly vales with two M.S Flange including the cost of nuts, bolts and rubber packing labour etc complte.  32" dia 24" dia 18" dia	01 No. 02 Nos. 03 Nos.			Each Each Each	
15.	Double acting Air Valve (Local) 6" dia	06 Nos.			Each	
6.(a)	<b>Reinstatement of Road.</b> Preparing Sub-Base by supplying and spreading well graded pit as bed of ravel having a liquid limit not greater then 25' and plastic etc not greater then 6' proper chamber and grade i/c watering rolling and compacted layer not exceeding 6" compacted upto 98-100% density as pr modified AASHO density (Rate i/c all cost of material t&P and carriage upto 3 chians).	3150 Cft			% Cft	





NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
6(b)	Providing 1: ½" thick (consolidate) premixed carpet in proper camber and grade including supplying 15 Cft hill sand (of approved quality and grade) bitumen of 80/100 penetration including mixing in mechanical mixer in required proportion including heating materials and cleaning the road surface (Hill sand 3 Feet for mixing and 2.0 Cft for dusting) (Rate includes all cost of materials T&P and carriage upto 3 Chain. <b>Using Much Bajri</b>	2100 Sft			% Sft	
7.	Full hire charges of <b>Pumping Set</b> per day i/c the cost of Assistant, driver, fuel and electric energy charges platform required at various depth for placing pump and dismantling with suction and delivery pipe etc complete.	324 Day			P/Day	
8.	Synthetic Bags new / 1 <sup>st</sup> bharti 4 to 5 compacting with sand or earth sewing laying position under water.	6000 Nos.			Each	
9.	Preparing Sub-Base by supplying and spreading stone metal 1- ½" - 2" gauge of approved quality from approve quality in required thickness to proper camber and grade including hand packing mixed with shingle pit run gravel fines having P.I of not more than 6% in the ratio 2.3 including watering & compacting to achieve 98 -100% density as per modified AASHO specifications (Rate includes all cost of materials T&P and carriage upto 3 chains) ( <b>Specially required and recommended near and on trunk mains to minimize the chances of illegal connection through underground boring</b> ).	12000 Cft			% Cft	
1.	Providing & installation deep well turbine pump type B16D/2+150HP/4 <sup>2</sup> KSB Motor + MCU with pump having minimum discharge of 2750 gls/min and pressure head of 125 Rft Minimum and other accessories complete in all respect.	01 No.			Each	



S.NO.	DESCRIPTION	QTY.	RATE		PER UNIT / ITEM	AMOUNT IN RUPEES
			Rupees in Figures.	Rupees in Words.		
21	Refilling the excavated in trenches 6" thick layer i/c watering ramming to full compacting etc complete.	17550 Cft			%0Cft	
	<b>TOTAL</b>					

  
**EXECUTIVE ENGINEER  
WATER TRUNK MAIN DIVISION-I  
K.W.&S.B.**

I hereby quoted Amounting to Rs. \_\_\_\_\_ (In words) \_\_\_\_\_

Note :- All existing SPPRA Rule will be abide.

Signature & Stamp of the Contractor

Address



**SPPRA PREQUALIFICATION DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)

(Harmonized with SPPRA Rules)

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## **EVALUATION CRITERIA OF THE TENDER UPTO 2.5 MILLION.**

1. Contractor having NTN and copy must be available with tender in case of supply item the GST registration must be available with tender.
2. The Pay Order of Bid Security as mentioned in NIT and must be available with tender.
3. 3 Years Experience certificate of similar nature of job must be available with the tender.
4. Turnover Statement last 3 Years.
5. Similar nature of Bidding Documents form upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ other wise the tender cannot be accepted.
6. Rate must be quoted in figure & words by contractor.
7. Contractor should be registered with Sindh Revenue Board in terms of Rule-46(I)(iii) of SPP Rules, 2010 (amended 2014).
8. Bid shall be properly signed by contractor with stamped, address and contact No. #.
9. If the estimate are based on Sch: 2012 and premium can be allowed within allowable limit.
10. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be concenter.
11. Conditional bid cannot be accepted.
12. Bid must be submitted in sealed cover.
13. Contractor firm cannot be debarred in KW&SB.





## CONTRACT DATA

### Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any  
(To be listed by the Procuring Agency)

1.1.4 The Procuring Agency means

**Karachi Water & Sewerage Board.**

1.1.5 The Contractor means

**To Be Executed through firm.**

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** **180** days.

1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details **Mr. Saleem Akhter (Executive Engineer Water Trunk Main Division-I, KW&SB).**

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications

*(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)*

2.1 Provision of Site: On the Commencement Date

3.1 Authorized person: **Mr. Saleem Akhter (Executive Engineer Water Trunk Main Division-I, KW&SB).**

3.2 Name and address of Engineer's/Procuring Agency's representative **Mr. Saleem Akhter, Executive Engineer, Water Trunk Main Division-I, KW&SB, ST-6 Block-6, Near T.O Clinic Gulshan Chowranqi, Gulshan-e-Iqbal Karachi.**

4.4 **Performance Security:**

Amount **2% of Bid Cost.**

Validity: **90 Days.**

*(Form: As provided under Standard Forms of these Documents)*

5.1 Requirements for Contractor's design (if any):

Specification Clause No's **N/A**



7.2 Programme:

Time for submission: Within fourteen (14) days\* of the Commencement Date.

Form of programme: \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be **0.05 %** per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

9.1 Period for remedying defects **(180 Days)**.

10.2 (e) **Variation procedures:**

Day work rates **N/A.** (details)

11.1 **Terms of Payments**

**a) Mobilization Advance**

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;

(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and

(iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

**2) Secured Advance on Materials**

(a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:

(i) The materials are in accordance with the Specifications for the Permanent Works;

(ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;

(iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;



(iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

(v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;

(vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

(vii) Secured Advance should not be allowed unless & until the previous advance, if an, fully recovered;

(viii) Detailed account of advances must be kept in part II of running account bill; and

(ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract (b) Recovery of Secured Advance: (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.

(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(v) Retention money and other advances are to be recovered from the bil submitted by contractor.

#### 11.2 \*(a) Valuation of the Works:

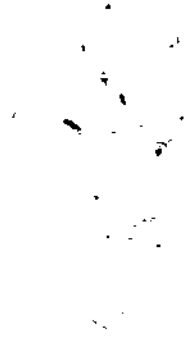
i) Lump sum price as prepaid (details), or

ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or

iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and

v) Cost reimbursable \_\_\_\_\_ (details) (N/A).



11.3 **Percentage of retention\***: five (5%)

11.6 **Currency of payment**: Pak. Rupees

14.1 **Insurances**: (Procuring Agency may decide, keeping in view the nature and the scope of the work)

**Type of cover**

The Works

**Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property **through insurance (CAR)**  
(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

\_\_\_\_\_

Other cover\*:

**CAR.**

(In each case name of insured is Contractor and Procuring Agency)

14.2 **Amount to be recovered**

Premium plus **10%** percent (..... %).

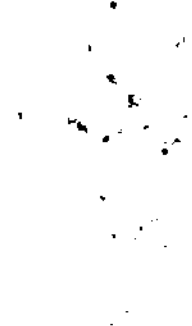
15.3 **Arbitration\*\***

Place of Arbitration: **Karachi.**

\* (Procuring Agency to specify as appropriate)

\*\* (It has to be in the Province of Sindh)

  
**EXECUTIVE ENGINEER  
WATER TRUNK MAIN DIVISION-I  
K.W.&.S.B.**





## 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 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "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.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "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.
- 1.1.18 "Variation" means a change which is instructed by the Engineer Procuring Agency under Sub-Clause 10.1.
- 1.1.19 "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.
- 1.1.20 "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.

### **1.2 Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

### **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 **Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 **Communications**

All Communications related to the Contract shall be in English language.

1.6 **Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

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 **Permits etc.**

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Work.

2.3 **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.

2.4 **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 **Authorised Person**

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

### **3.2 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. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The

Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

## 5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

## 6. PROCURING AGENCY'S RISKS

### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

**7. TIME FOR COMPLETION**

**7.1 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 7.3 below, within the Time for Completion.

**7.2 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.

**7.3 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 6.1 or 10.3 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.

**7.4 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.

**8. TAKING-OVER**

**8.1 Completion**

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

## 8.2 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.

## 9. REMEDYING DEFECTS

### 9.1 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.

### 9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. VARIATIONS AND CLAIMS

### 10.1 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 refused/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.

## 10.2 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.

## 10.3 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 10.2.
- 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.

## 10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

## 10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any



Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

#### 10.6 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

### 11. **CONTRACT PRICE AND PAYMENT**

#### 11.1 (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 11.3, 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 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor:

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

#### (b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

#### 11.2 **Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

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 8.2. 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 the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

### 13.2 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 10.4,
- 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.

## 14. INSURANCE

### 14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

### 14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

### 11.3 **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.

### 11.4 **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 9.1, whichever is the later.

### 11.5 **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.

### 11.6 **Currency**

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

## 12. **DEFAULT**

### 12.1 **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.

## 12.2 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.

## 12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

## 12.4 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 10.4.
- b) any sums to which the Procuring Agency is entitled.
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, 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 12.2 or 12.3, 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.

## 13. RISKS AND RESPONSIBILITIES

### 13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

## 15. RESOLUTION OF DISPUTES

### 15.1 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. So 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.

### 15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer or 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 15.3.

### 15.3 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.

16 **INTEGRITY PACT**

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice, to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.