

239/13-14

KEAMARI ZONE, DISTRICT MUNICIPAL CORPORATION (WEST), KARACHI

Mauripur Grex, Main Hawksbay Road, Karachi

Phone: 021-99241320 Fax: 021-99241321 Email: Keamaritown@gmail.com

No: EE/KZ/DMC(W)/ 06 /2013-14

Dated: 18.11.2013

SUBJECT: NOTICE FOR INVITING TENDER.

Tenders in sealed covers are invited on Schedule Rate / Offer Rate Basis (Estimated Cost less then and within Rs: 10,00,000/-) for the following works from the interested Firm/Bidders, according to the SPPRA Rules-2010. Details given below:-

S.No:	NAME OF WORK	ESTIMATED COST	EARNEST MONEY	TENDER COST	TIME LIMIT
1.	SUPPLYING, PROVIDING AND FIXING STREET LIGHT IN DIFFERENT PLACES OF UC.No:01, 02, 03 & 04, KEAMARI ZONE, DMC(WEST), KARACHI.	OPEN RATE Expected Cost Rs: 9,87,000/-	5% of O/R	1,000/-	45 Days
2.	SUPPLYING, PROVIDING AND FIXING STREET LIGHT IN DIFFERENT PLACES OF UC.No:05, 06, 07, & 08, KEAMARI ZONE, DMC(WEST), KARACHI.	OPEN RATE Expected Cost Rs: 9,60,000/-	5% of O/R	1,000/-	45 Days
3.	IMPROVEMENT OF SEWERAGE SYSTEM AT MOHAMMADI ROAD SHER SHAH UC.No:07, KEAMARI ZONE, DMC(WEST).	9,65,178/-	48,260/-	1,000/-	45 Days

TERMS & CONDITIONS:

1. Tenders schedule shall be as follows:

SCHEDULE	DATE & TIME	VENUE
Receiving of Applications and Issuance of Tenders	From First date of hoisting of N.I.T. in the SPPRA Website (www.pprasindh.gov.pk), during Office Hours, except, the opening date of the tenders, no tender document will be issued on opening day.	i). Office of the Executive Engineer, Keamari Zone, DMC(West), Karachi, at Main Hawksbay Road, Mauripur, Grex, Karachi. ii). Bidding document can be downloaded from the SPPRA Website (www.pprasindh.gov.pk).
Dropping of Tenders	On <u>06.12.2013</u> at 2:00 pm	Office of the Executive Engineer, Keamari Zone, DMC(West), Karachi, at Main Hawksbay Road, Mauripur, Grex, Karachi
Opening of Tenders	On <u>06.12.2013</u> at 2:30 pm	Office of the Executive Engineer, Keamari Zone, DMC(West), Karachi, at Main Hawksbay Road, Mauripur, Grex, Karachi

- The bidding documents will be issued to the interested Firms/Contractors on submission of written request on letter head and on payment of non-refundable cost of tender price mentioned against each work, through pay order from any scheduled Bank in favor of **Keamari Zone, DMC(West), Karachi**, and bidding document can also be downloaded from the SPPRA Website (www.pprasindh.gov.pk) with tender fee mentioned as above by mail or by hand.
- The Earnest Money equal 5% of offered rates/amount of Open Rate items and Earnest Money of schedule items mentioned against each work in shape of pay order from any scheduled Bank in favour of **Keamari Zone, DMC(West), Karachi** must be enclosed with tender documents, otherwise the tender will be rejected.
- The Contractors must mention their complete and correct present/postal address in tender documents and quote the rates both in-words and in-figures. Incomplete / Conditional tenders will be not accepted. In addition, the bidders must furnish the documentary evidence against each eligibility as well as minimum qualification criteria. Otherwise their tenders will be summarily rejected.
- If any fake documents are found then the tender is liable to be rejected/cancelled without any compensation with penalty as per rules.
- Canvassing in connection of tenders is strictly prohibited and tenders submitted by the contractors who are reported to be involved in canvassing will be liable for rejection.
- All the tenders will be dropped on as per above Schedule upto 02:00 pm and will be opened by the Procurement Committee, Keamari Zone, DMC(West) in the Office of the Executive Engineer of Keamari Zone, DMC(West), Karachi at Main Hawksbay Road, Mauripur, Grex, Karachi at 02:30 pm in presence of the such Contractors/Parties/Firms/Bidders who wish to be present.
- In case, the date of opening declared as a Public Holiday by the Government, or non working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders at the same time.
- The Authority of DMC(West), Karachi may reject all or any bids/tenders at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPPRA Rules-2010.
- Tenders will not be received after the schedule time.

**EXECUTIVE ENGINEER
KEAMARI ZONE, DMC(WEST)**

**The Superintending Engineer,
DMC(West), Karachi.**

Copy to:-

- The **Managing Director, SPPRA**, Government of Sindh, with the request for hoisting above mentioned NIT on the SPPRA Website.
- The Administrator, DMC(West), Karachi.
- The Municipal Commissioner, DMC(West), Karachi.
- The Accounts Officer, DMC(West), Karachi.
- All Members/Chairman Procurement Committee, Keamari Zone, DMC(West).
- Notice Board.

SPPRA INWARD DIARY
7028
18/11


Handwritten signature and initials.

BIDDING DATA

NIT NO: 06/2013-14, Work No:01

- (a). Name of Procuring Agency KEAMARI ZONE, DMC(WEST), KARACHI
- (b). Brief Description of Works SUPPLYING, PROVIDING AND FIXING STREET LIGHT IN DIFFERENT PLACES OF UC.No:01, 02, 03 & 04, KEAMARI ZONE, DMC(WEST), KARACHI.
- (c). Procuring Agency's address: Mauri Pur Grex, Main Hawksbay Road Karachi
- (d). Estimated Cost: _____ Open Rate (Expected cost Rs: 9,87,000/-)
- (e). Amount of Bid Security: _____ 05.00% of Offered Amount
- (f). Period of Bid Validity (days): _____ 90 Days
- (g). (i). Security Deposit:-(i/c bid security): _____ 05.00% of Offered Amount
(ii). 5% Retention Money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills : (i). 07.00% Income Tax
(ii). 00.50% Water Charges
- (i). Deadline for Submission of Bids along with time : _____ 06.12.2013 at 02:00 pm
- (j). Venue, Time and Date of Bid Opening: Office of the Executive Engineer, Keamari Zone, DMC(West), Karachi, at Main Hawksbay Road, Mauripur, Grex, Karachi at 02:30pm on 06.12.2013
- (k). Time for Completion from written order of commence: _____ 45 Days
- (l). Liquidity damages: _____ Rs: 1,000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Tender Cost Vide Pay Order No: _____ Dated: _____
Amount: _____ Rs: 1,000/- (Rupees: One Thousand Only).
- (n). Bidding Document issued to: M/S: _____

CONTRACTOR


EXECUTIVE ENGINEER
KEAMARI ZONE, DMC(WEST)

SCHEDULE OF QUANTITIES NIT NO: 06/13-14, WORK NO: 01

DISTRICT MUNICIPAL CORPORATION (WEST) KARACHI, KEAMARI ZONE

Estimated Cost Rs: OPEN RATE (Expected cost Rs: 9.87,000/-)

Earnest Money Rs: 5% of offered amount.

Time Limit: 45 Days

Penalty Per Day Rs: 1,000/-

SUBJECT: SUPPLYING, PROVIDING AND FIXING STREET LIGHT
IN DIFFERENT PLACES OF UC.No:01, 02, 03 & 04,
KEAMARI ZONE, DMC(WEST), KARACHI

S.No:	DESCRIPTION OF WORK	QUANTITY	RATE	PER	AMOUNT
1.	Providing and fixing Moon Light covered with Iron Jali and holder i/c Lamp, Ballast 125-Watt (PHILIPS or equivalent) as per required.	<u>20 Nos</u>		<u>Each</u>	<u> </u>
2.	Providing and fixing Moon Light covered with Iron Jali and holder i/c Energy Saver 65 Watt (PHILIPS or equivalent) as per required.	<u>80 Nos</u>		<u>Each</u>	<u> </u>
3.	Providing and fixing Saver 65 Watt (PHILIPS or equivalent) for complete as required in all respects.	<u>130 Nos</u>		<u>Each</u>	<u> </u>
4.	Providing and fixing Saver 45 Watt (PHILIPS or equivalent) for complete as required.	<u>50 Nos</u>		<u>Each</u>	<u> </u>
5.	Providing and fixing Lamp 125-Watt (PHILIPS or equivalent) for existing light complete as required in all respects.	<u>70 Nos</u>		<u>Each</u>	<u> </u>
6.	Providing and fixing Ballast 125-Watt (PHILIPS or equivalent) for existing light complete as required in all respects.	<u>50 Nos</u>		<u>Each</u>	<u> </u>
7.	Providing and fixing of Flood light fitting 400-Watt (PHILIPS or equivalent) i/c component such as 400-Watt Lamp, Choke (PHILIPS or equivalent) and threaded holder and internal wiring etc complete as required.	<u>07 Nos</u>		<u>Each</u>	<u> </u>
8.	Providing and laying 3/.029 P.V.C. sheathed wire (Million or equivalent) for connection purpose as required.	<u>1125 Mtrs</u>		<u>P/Mtr</u>	<u> </u>
9.	Providing and laying 7/.029 P.V.C. sheathed wire (Million or equivalent) for connection purpose as required.	<u>255 Mtrs</u>		<u>P/Mtr</u>	<u> </u>

- | | | |
|---|----------------|--------------|
| 10. Providing and laying 7/0.44 P.V.C. sheathed wire (Million or equivalent) for connection purpose as required. | <u>90 Mtrs</u> | <u>P/Mtr</u> |
| 11. Providing and fixing Lamp 250 Son (PHILIPS or equivalent) for existing light complete as required in all respect. | <u>25 Nos</u> | <u>Each</u> |
| 12. Providing and fixing Ballast 250 Son (PHILIPS or equivalent) for existing light complete as required in all respects. | <u>15 Nos</u> | <u>Each</u> |
| 13. Providing and fixing of Switch 10/15 Amperes best quality in all respect. | <u>175 Nos</u> | <u>Each</u> |
| 14. Providing and fixing of Igniter 250-Watt Son Light best quality in all respect. | <u>25 Nos</u> | <u>Each</u> |

Nomenclature, Quantities and Rates etc checked and found correct.


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


EXECUTIVE ENGINEER
KEAMARI ZONE

I/We hereby quoted Rates Rs: _____ for above mentioned complete work.

Contractor's Signature: _____

Address : _____

BIDDING DATA

NIT NO: 06/2013-14, Work No:02

- (a). Name of Procuring Agency KEAMARI ZONE, DMC(WEST), KARACHI
- (b). Brief Description of Works SUPPLYING, PROVIDING AND FIXING STREET LIGHT IN DIFFERENT PLACES OF UC.No: 05, 06, 07, & 08, KEAMARI ZONE, DMC(WEST), KARACHI.
- (c). Procuring Agency's address: Mauri Pur Grex, Main Hawksbay Road Karachi
- (d). Estimated Cost: Open Rate (Expected cost Rs: 9,60,000/-)
- (e). Amount of Bid Security: 05.00% of Offered Amount
- (f). Period of Bid Validity (days): 90 Days
- (g). (i). Security Deposit:-(i/c bid security): 05.00% of Offered Amount
(ii). 5% Retention Money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills : (i). 07.00% Income Tax
(ii). 00.50% Water Charges
- (i). Deadline for Submission of Bids along with time : 06.12.2013 at 02:00 pm
- (j). Venue, Time and Date of Bid Opening: Office of the Executive Engineer, Keamari Zone, DMC(West), Karachi, at Main Hawksbay Road, Mauripur, Grex, Karachi at 02:30pm on 06.12.2013
- (k). Time for Completion from written order of commence: 45 Days
- (l). Liquidity damages: Rs: 1,000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Tender Cost Vide Pay Order No: _____ Dated: _____
Amount: Rs: 1,000/- (Rupees: One Thousand Only).
- (n). Bidding Document issued to: M/S:

CONTRACTOR

EXECUTIVE ENGINEER
KEAMARI ZONE, DMC(WEST)

SCHEDULE OF QUANTITIES NIT NO: 06/13-14, WORK NO: 02

DISTRICT MUNICIPAL CORPORATION (WEST) KARACHI, KEAMARI ZONE

Estimated Cost Rs: OPEN RATE (Expected cost Rs: 9,60,000/-)

Earnest Money Rs: 5% of offered amount.

Time Limit: 45 Days

Penalty Per Day Rs: 1,000/-

SUBJECT: SUPPLYING, PROVIDING AND FIXING STREET LIGHT
IN DIFFERENT PLACES OF UC.No:05, 06, 07, & 08,
KEAMARI ZONE, DMC(WEST), KARACHI.

S.No:	DESCRIPTION OF WORK	QUANTITY	RATE	PER	AMOUNT
1.	Providing and fixing Moon Light covered with Iron Jali and holder i/c Lamp, Ballast 125-Watt (PHILIPS or equivalent) as per required.	20 Nos		Each	
2.	Providing and fixing Moon Light covered with Iron Jali and holder i/c Energy Saver 65 Watt (PHILIPS or equivalent) as per required.	80 Nos		Each	
3.	Providing and fixing Saver 65 Watt (PHILIPS or equivalent) for complete as required in all respects.	130 Nos		Each	
4.	Providing and fixing Saver 45 Watt (PHILIPS or equivalent) for complete as required.	50 Nos		Each	
5.	Providing and fixing Lamp 125-Watt (PHILIPS or equivalent) for existing light complete as required in all respects.	70 Nos		Each	
6.	Providing and fixing Ballast 125-Watt (PHILIPS or equivalent) for existing light complete as required in all respects.	50 Nos		Each	
7.	Providing and fixing of Flood light fitting 400-Watt (PHILIPS or equivalent) i/c component such as 400-Watt Lamp, Choke (PHILIPS or equivalent) and threaded holder and internal wiring etc complete as required.	07 Nos		Each	
8.	Providing and laying 3/.029 P.V.C. sheathed wire (Million or equivalent) for connection purpose as required.	1125 Mtrs		P/Mtr	

- | | | |
|---|-----------------|--------------|
| 9. Providing and laying 7/.029 P.V.C. sheathed wire (Million or equivalent) for connection purpose as required. | <u>255 Mtrs</u> | <u>P/Mtr</u> |
| 10. Providing and laying 7/.044 P.V.C. sheathed wire (Million or equivalent) for connection purpose as required. | <u>90 Mtrs</u> | <u>P/Mtr</u> |
| 11. Providing and fixing Lamp 250 Son (PHILIPS or equivalent) for existing light complete as required in all respect. | <u>25 Nos</u> | <u>Each</u> |
| 12. Providing and fixing Ballast 250 Son (PHILIPS or equivalent) for existing light complete as required in all respects. | <u>15 Nos</u> | <u>Each</u> |
| 13. Providing and fixing of Switch 10/15 Amperes best quality in all respect. | <u>175 Nos</u> | <u>Each</u> |
| 14. Providing and fixing of Igniter 250-Watt Son Light best quality in all respect. | <u>25 Nos</u> | <u>Each</u> |

Nomenclature, Quantities and Rates etc checked and found correct.


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


EXECUTIVE ENGINEER
KEAMARI ZONE

I/We hereby quoted Rates Rs: _____ for above mentioned complete work.

Contractor's Signature: _____

Address : _____

BIDDING DATA

NIT NO: 06/2013-14, Work No:03

- (a). Name of Procuring Agency KEAMARI ZONE, DMC(WEST), KARACHI
- (b). Brief Description of Works: IMPROVEMENT OF SEWERAGE SYSTEM AT MOHAMMADI ROAD SHER SHAH UC.No:07, KEAMARI ZONE, DMC(WEST).
- (c). Procuring Agency's address: Mauri Pur Grex, Main Hawksbay Road Karachi
- (d). Estimated Cost: Rs: 9,65,178/-
- (e). Amount of Bid Security: Rs: 48,260
- (f). Period of Bid Validity (days): 90 Days
- (g). (i). Security Deposit:-(i/c bid security): 05.00% of Contract/Sanction Amount
(ii). 5% Retention Money of bill amount will be deducted from Running Bill.
- (h). Percentage, if any, to be deducted from bills : (i). 07% Income Tax
(ii). 01% Water Charges
- (i). Deadline for Submission of Bids along with time : 06.12.2013 at 02:00 pm
- (j). Venue, Time and Date of Bid Opening: Office of the Executive Engineer, Keamari Zone, DMC(West), Karachi, at Main Hawksbay Road, Mauripur, Grex, Karachi at 02:30pm on 06.12.2013
- (k). Time for Completion from written order of commence: 45 Days
- (l). Liquidity damages: Rs: 1,000/- Per Day
(0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Tender Cost Vide Pay Order No: _____ Dated: _____
Amount: Rs: 1,000/- (Rupees: One Thousand Only).
- (n). Bidding Document issued to: M/S: _____

CONTRACTOR

EXECUTIVE ENGINEER
KEAMARI ZONE, DMC(WEST)

SCHEDULE OF QUANTITIES NIT NO: 06/13-14, WORK NO: 03

DISTRICT MUNICIPAL CORPORATION (WEST) KARACHI, KEAMARI ZONE

Estimated Cost Rs: 9,65,178/-

Earnest Money Rs: 48,260/-

Time Limit: 45 Days

Penalty Per Day Rs: 1,000/-

SUBJECT: IMPROVEMENT OF SEWERAGE SYSTEM AT MOHAMMADI
ROAD SHER SHAH UC.No:07, KEAMARI ZONE, DMC(WEST) (03)

S.No:	DESCRIPTION OF WORK	QUANTITY	RATE	PER
1.	Manufacturing and supplying of R.C.C. ring slab of 21"Ø inside 36"Ø outside 7.5" width and 6" thick i/c 3/8"Ø tor steel bars two concentric ring with 3/8"Ø 08 Nos. cross linked bars welded and two sunk type hooks casted in a 1:1-1/2:3 conc. with embedded 15kg Cl frame in perfect position i/c transportation charges for an average lead of 20 km per trip from costing yard to town offices (a minimum 25 slap per trip will be transported).	<u>25 Nos</u>	<u>1906.60</u>	<u>Each</u>
2.	Shifting and fixing R.C.C. pre-cast ring slab in c.c. 1:2:4 etc.	<u>25 Nos</u>	<u>563.09</u>	<u>Each</u>
3.	Manufacturing and supplying R.C.C. manhole covers cast in 1:2:4 concrete ratio 3 inch deep at center, reinforced with 3/8" dia tor steel bar at 4" C/C welded to 1/8" thick 2.5" deep M.S. plate i/c curing, stacking and transportation within 10 miles. 12" Dia	<u>25 Nos</u>	<u>913.63</u>	<u>Each</u>
4.	Clearing/Desalting of manhole inspection chamber other cleaning and roding of connected sewer Average 50' per manhole removing sewerage and soil water and throwing out side.	<u>326 Nos</u>	<u>474.83</u>	<u>Each</u>
5.	Cleaning of choked sewers of various diameter restoring its full capacity using labour and suitable equipment and tools like winching machine. Tractor, Pullery, Steel Rope, Buckets, Draggers ranging from 6" dia to 18" dia by "to end fro" movement of the Draggers/Buckets. The cleaning shall be done in two phases, in the first phase the segments of sewer will be cleared starting from downstream proceeding towards up steam applying as many numbers of passes as required to restore free flow of sewage. In the second phase the same operation shall be carried out in a reverse direction from upstream to the downstream throughout the entire length of sewer. Finally a steel ball of dia 12" lesser then the inner dia of sewer but not exceeding 48" dia even for larger dia of sewers shall be passed through the cleaned sewer to ensure perfect cleaning. The contractor shall take all necessary measure to ensure no hindrance in traffic flow and no loss of the Public Propriety. The rates cover the cost of all tools, equipments, consumable material, safety and protective measure for			

the underground services as will as the deployed manpower. The rates also cover the cost of disposal of the silt taking out the sewer at a distant place as directed by the Engineer in charge and completion of job to his entire satisfaction.

.....36" Dia 181.45 Rft 913.63 Per Rft

Nomenclature, Quantities and Rates etc checked and found correct.


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


EXECUTIVE ENGINEER
KEAMARI ZONE

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

Contractor's Signature: _____

Address : _____

DISTRICT MUNICIPAL CORPORATION (WEST), KARACHI

KEAMARI ZONE

Mauri Pur Grex, Main Hawksbay Road Karachi.

Phone No: 021-99241320-25

Fax: 021-99241321 E-mail: Keamaritown@gmail.com

**BIDDING DOCUMENT
FOR
PROCUREMENT OF WORKS**

**According
to
SPPRA Rules-2010**

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

BIDDING DATA

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

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

(Executive Engineer/Authority issuing bidding document)

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

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

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

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

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

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

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

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

Clause-10: Quality Control.

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

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

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

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

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