

**KARACHI WATER & SEWERAGE BOARD**  
**OFFICE OF THE EXECUTIVE ENGINEER SADDARTOWN(W&S)**  
**(CLIFTON DISTRICT SOUTH)**

NO.E.E/S.T/W&S/Clifton/D.S/KW&SB/2015/01

Dated 06/01/2016

The Director (C.B),  
Sindh Public Procurement Regulatory Authority,  
Karachi.

**SUBJECT:- REQUEST FOR PUBLICATION OF RE-INVITATION OF TENDER FOR THE WORK OF "REHABILITATION OF WATER SUPPLY SYSTEM BY 250 MM, 160 MM, 110 MM P.E PIPE IN SHAH RASOOL COLONY MAIN BAZAR AND DIFFERENT STREETS FOR THE IMPROVEMENT OF WATER SUPPLY POSITION IN CLIFTON, DISTRICT SOUTH.**

Enclosed please find herewith N.I.T was Publish in daily news paper The News date: 30-12-2015, Awami Awaz date 30-12-2015, Jahan Pakistan date: 30-12-2015, Nawaai Waqta date 30-12-2015 alongwith pay order for amounting to **Rs,2,000/= (Rupees Two Thousand Only)** vide **Pay Order No. 10523866** Dated: 06-01-2016, H.B.L. Jaha Tower Br. Karachi Branch **Karachi**, in favour of SPPRA for Notice Inviting Tender for uploading / hoisting Authority's on website of SPPRA,. The estimate cost **above 1.00 Million.**

- Encl: (1) Pay Order  
(2) NIT  
(3) Bidding document 01 Set.  
(4) Procurement Plan F.Y. 2015-2016.  
(5) Evaluation Criteria.  
(6) Letter of CRC.  
(7) Letter of Committee.  
(8) Press Cutting.

EXECUTIVE ENGINEER(W&S)  
CLIFTON, DISTRICT SOUTH  
K.W.& S.B.

Copy to:-

- 1- The Chief Engineer (W&S),KW&SB.
- 2- The Chief Engineer (IPD),KW&SB / Convener of the Committee.
- 3- Mr. Saif-UI-Haque ADI (Audit) KMC ? Member.
- 4- Mr. MASood Ahmed Sheikh S.E (KMC) / Member.
- 5- The Superintending Engineer, (South),KW&Sb.
- 6- The Accounts Officer (Revenue),KW&SB.
- 7- The Accounts Officer,(South),KW&SB.
- 8- Office Copy.

6740  
67-01-16



# **KARACHI WATER & SEWERAGE BOARD**

## **OFFICE OF THE EXECUTIVE ENGINEER (WATER)**

### **CLIFTON, DISTRICT SOUTH**

**Clifton Boat Basin Water Pumping Station, Karachi.**

**Cell # 0333-2269114**

**THROUGH AUTHORITY'S WEBSITE (On Offer Rate Basis).**

**Estimated Cost Rs.41,47,732/= (Above 1.00 Million)**

### **NOTICE FOR INVITING TENDER THROUGH PRESS**

Sealed tenders are invited under SPP Rules-2010 for the work mentioned below :-

1.	Name of work :-	<b>REHABILITATION OF WATER SUPPLY SYSTEM BY 250 MM, 160 MM, 110 MM P.E PIPE IN SHAH RASOOL COLONY MAIN BAZAR AND DIFFERENT STREETS FOR THE IMPROVEMENT OF WATER SUPPLY POSITION IN CLIFTON, DISTRICT SOUTH.</b>
2.	Eligibility of Contactor:	All eligible Contactor / Bidder should having N.T.N Certificate. GST Number / Registration.  (i) Three years Relevant work experience. (ii) Turn-over of at least Rs.41,47,732 last three years. (iii) Registration with Sindh Revenue Board (SRB).
3.	Tender can be purchased.	Tenders documents can be purchased from the Office of the Accounts Officer (Revenue), KW&SB at KW&SB Head Office, at 1 <sup>st</sup> Floor Old KBCA Annexy Building, Behind Civic Centre, Gulshan-e-Iqbal Karachi, between 9.00 am to 1.00 pm in any working day except the date of opening of the tenders.
4.	Source of Funding.	KW&SB's own funds.
5.	Bid Security.	2% of bid security of the quoted cost / price in shape of pay order / Bank Draft or Bank Guarantee from any schedule bank of Pakistan in favour of KW&SB. Bid Security must be accompanied with the Tender otherwise the tenders shall be treated as invalid & rejected.
6.	Tender Fee.	<b>Rs.3,000/=</b> Non-Refundable in shape of Pay Order in favour of KW&SB.
7.	Last Date of issuing tender documents.	One day before the date of opening tender, since 1 <sup>st</sup> publication upto <b>18 01-2016</b> .
8.	Date & time of submission of tenders & Opening of Tenders.	<b>19 01-2016</b> , upto 2.00 PM and will be opened at 2.30 PM.
9.	Place of opening.	Tenders will be opened by the <b>Procurement Committee-I</b> , at the office of the Chief Engineer (IP&D), KW&SB at 9 <sup>th</sup> Mile Karsaz, Shahrah-e-Faisal, Karachi.
10.	Scope of work	<b>Improvement of Water Supply System.</b>
11.	Source of Funding.	<b>KW&amp;SB's own Funds.</b>

Note :-

- The Procuring Agency may reject all or any bids subject to the relevant provision of SPP Rules-2010.
- Tender / bidding documents may be downloaded from SPPRA Website.
- In case of undesirable circumstances on submission of opening date & time or if Government declares Holiday the tender shall be submitted / opened on the next working day at the same time & venue".
- No tender shall be issued on the date of opening of tender.

**ANNEXTURE-II**  
**PROCUREMENT PLAN (NON-DEVELOPMENT)**  
**SADDAR TOWN (Water), CLIFTON DISTRICT SOUTH.KW&SB F.Y. 2015-16**

S.NO.	FUND HEAD & SUB HEAD	NAME OF WORK AND BREAK UP	ALLOCATED FUNDS AND BREAK UP FOR DIFFERENT LOCATION / SITE	ITEM TO BE EXECUTED	METHOD OF PROCUREMENT	ANTICIPATED / ACTUAL DATE OF ADVERTISEMENT	ANTICIPATED / ACTUAL DATE OF START	ANTICIPATED / ACTUAL DATE OF COMPLETION	REMARKS
A	B	C	D	E	F	G	H	I	J
1	F-013-11	Procurement of Consumer Material	1,00,000/=	Procurement of Store Material	Through Quotation / Authority's Website				
2	F-013-16	Repair & Metenance of Water Line in Old Area of Saddar Town	1,00,000,00/	Repair & Metenance of Water Line in Old Area of Saddar Town	Through Quotation / Authority's Website				
3	F-013-17	Repair & Metenance Water Supply in Saddar , Clifton & Contumant Area	1,00,000,00/	Repair & Metenance Water Supply in Saddar , Clifton & Contumant Area	Through Quotation / Authority's Website				

## **Evaluation Criteria of the tender Above 2.5 million**

Bids will be considered if the following information are available with the bid.

1. Bid in sealed cover.
2. Bid shall be properly signed by contractor with stamp.
3. Name of firm, postal address, telephone number, fax number, email address.
4. Rate must be quoted in figures and words.
5. PEC registration with specialization in relevant field, income tax, and sales tax.
6. Bid security of required amount.
7. Relevant experience certificate at least last 3 years.
8. Turn over at least last 3 years.
9. Conditional bid cannot be considered.
10. Bid will be evaluated in current market price



No: KW&SB/HRD&A/DMD/944

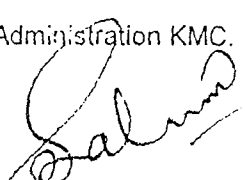
Dated: 30.10.2015

CORRIGENDUM

In pursuance of office order issued vide No.KW&SB/DMD//HRD&A/919 dated 22.10.2015 regarding of rules-31 of SPPR, A complaint redressal committee (CRC) is Constituted, requires appropriate correction as under:

Sr. No.04 May Be Read as : Sr. Director (HRM) KMC.

Instead of : Director Administration KMC.

  
( SYED SHAKEEL AHMED )  
DY. MANAGING DIRECTOR  
KW&SB

Distribution

1. Dy. Managing Director (TS) KW&SB.
2. Dy. Managing Director (Finance) KW&SB / Convener Committee.
3. Dy. Managing Director (Planning) KW&SB.
4. The Chief Engineer Korangi KW&SB / Member Secretary Committee.
5. The Chief Engineer Central KMC / Member of the Committee.
6. The Senior Director HR-II KMC / Member of the Committee.
7. The Divisional Account Officer (South), KW&SB.
8. The Director (IT), KW&SB.
9. The Director Administration, KW&SB.
10. The Asstt. Director (LFA), KW&SB.
11. The Accounts Officer (Estt), KW&SB.
12. Office Copy.
13. Master File.

C.C. to Managing Director, KW&SB.





# KARACHI WATER & SEWERAGE BOARD

## OFFICE OF THE CHIEF ENGINEER (IPD)

Block-B, 9<sup>th</sup> Mile Karsaz, Shakra-e-Faisal, Karachi

Telephone # 99245161

No.KW&SB/CE(IPD)/2013/236

Dated: /5-03-2013

### OFFICE ORDER

In pursuance of Rule-07 of the Sindh Public Procurement Rules, 2010, instruction of SPPRA communicated vide No.Dir(Enf-I)/SPPRA/1-3/(GEN)/12-13/8001, dated: 26-02-2013 and with the approval of Managing Director, KW&SB, Procurement Committee is hereby re-constituted for performing the functions prescribed in Rule-08 of Rules ibid for the works for which evaluation report required to be hoisted on Sindh Public Procurement Authority's Web Site, as under:

S.No	Nominee	Position in P.C
1	Chief Engineer (IPD)	Convener
2	Chief Engineer (Concerned)	Member
3	Representative of D.G (TS) KMC	Member
4	Representative of Finance Advisor, KMC	Member
5	Accounts Officer (Concerned)	Member / Secretary

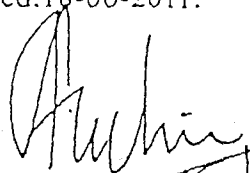
The office of the Convener / Chief Engineer (IPD), shall be headquarter for Procurement Committee.

The Concerned office of Chief Engineer shall maintain the record of procurement proceedings as required under Rule-9 of SPPRA 2010.

Uniform criteria for assessment of bids shall be used by all the Procurement Committees, to ensure uniformity of assessment of similar items and works.

This modifies the earlier order bearing No.MD/KW&SB/2011/197/L dated:18-06-2011.

This issue with the approval of Managing Director, KW&SB.

  
Chief Engineer (IPD) KW&SB

#### Copy to:

1. The Managing Director, KW&SB.
2. The All DMD's KW&SB.
3. The All C.E's KW&SB.
4. The Assistant Director (LFA), KW&SB.
5. The P.S to Chairman, KW&SB.
6. The All Accounts Officer, KW&SB.

#### Copy also to:

1. The Administrator, KMC.
2. The Chief Officer / Municipal Commissioner, KMC.
3. The Director General (T.S), KMC.
4. The Financial Advisor, KMC.
5. The Director (C.B) SPPRA, GOS.

# THE NEWS

Wednesday, December 30, 2015



## Karachi Water & Sewerage Board

OFFICE OF THE EXECUTIVE ENGINEER (WATER) CLIFTON, DISTRICT SOUTH  
Clifton Boat Basin Water Pumping Station, Karachi. Cell # 0333-2269114

THROUGH AUTHORITY'S WEBSITE (On Offer Rate Basis)

Estimated Cost Rs. 41,47,732/= (Above 1.00 Million)

### NOTICE FOR INVITING TENDER THROUGH PRESS

Sealed Tenders are invited under SPP Rules-2010 for the work mentioned below:-

1.	Name of Work	REHABILITATION OF WATER SUPPLY SYSTEM BY 250 MM, 150 MM, 110 MM P.E PIPE IN SHAH RASOOL COLONY MAIN BAZAAR AND DIFFERENT STREETS FOR THE IMPROVEMENT OF WATER SUPPLY POSITION IN CLIFTON, DISTRICT SOUTH.
2.	Eligibility of Contractor:	All eligible Contractor /Bidder should having N.T.N Certificate. GST Number /Registration. (i) Three years relevant work experience. (ii) Turn-over of at least Rs. 41,47,732 last three years. (iii) Registration with Sindh Revenue Board (SRB).
3.	Tenders can be Purchased:	Tender documents can be purchased from the office of the accounts officer (Revenue), KW&SB at KW&SB Head office, at 1st floor old KBCA annex Building, Behind Civic Centre, Gulshan-e-Iqbal Karachi, between 9:00 am to 1:00 pm in any working day except the date of opening of the tenders.
4.	Source of Funding	KW&SB's own funds.
5.	Bid Security	2% of bid security of the quoted cost /price in shape of pay order/Bank Draft or Bank Guarantee form any schedule bank of Pakistan in favour of KW&SB. Bid Security must be accompanied with the Tender otherwise the tenders shall be treated as invalid & rejected.
6.	Tender Fee	Rs. 3,000/= Non-Refundable in shape of pay Order in favour of KW&SB.
7.	Last Date of Issuing tender documents	One day before the date of opening tender, since 1st publication upto 18-01-2016.
8.	Date and Time of submission opening of Tenders	19-01-2016, upto 2.00 PM and will be opened at 2.30 PM.
9.	Place of Opening	Tender will be opened by the Procurement Committee-I, at the office of the Chief Engineer (IP&D), KW&SB at 9th Mile Karsaz, Shahrah-e-Faisal, Karachi.
10.	Scope of work	Improvement of Water Supply System.
11.	Source of Funding	KW&SB's own Funds.

#### Note:-

- \* The Procuring Agency may reject all or any bids subject to the relevant provision of SPP Rules-2010.
- \* Tender /bidding documents may be downloaded from SPPRA website.
- \* In case of undesirable circumstances on submission of opening & time or if Government declares Holiday the tender shall be submitted & opened on the next working day at the same time & venue.
- \* No tender shall be issued on the date of opening of tender.

KW&SB/DPR/2015/25

Karachi Water & Sewerage Board



## ڪراچي واٽر اينڊ سپوريج بورڊ



اڻيس آف ڊي ايڪس ڪمپيوٽر انجنيئر (پبلڪ) ڪلفٽن، دستخط سائوٿ ڪلفٽن روٽ بيسن  
واٽر بسنگ اسٽيشن ڪراچي، موبائيل نمبر: 0333\_2269114

اتار تي جي ويب سائيٽ جي ذريعي (اڇيل آگهه جي بنياد تي)

ڪٽيل رقم: 41,47,732 روپيا (1.00 ملين کان مٿي)

### اخبار ذريعي ٽينڊرز طلب ڪجن ٿا

هيلين ڪر جي لاءِ ايس بي بي رولز 2010 جي مطابق مهربند ٽينڊرز طلب ڪجن ٿا:

1	ڪر جونالو	اصلعي ڏکڻ جي علائقي ڪلفٽن ۾ پاڻي جي فراهمي واري صورتحال جي بهتري جي لاءِ مختلف گهٽين ۽ شاھ رسول ڪالوني مين بازار ۾ 160MM, 250 MM P.E. 110MM، بائپ سان واٽر سيل، سسٽر جي بحالي رجسٽريشن هٿ ڪهرجن.
2	ليڪيڊار لاءِ اهليت:	سسرو اهل ليڪيڊارن/واڪ ڏينڊون وٽ NTN سرٽيفڪيٽ، GST نمبر/رجسٽريشن هٿ ڪهرجن. (i) واسٽيڊار ڪر جو ٽن سالن جو تجربو. (ii) گذريل ٽن سالن دوران گهٽ ۾ گهٽ 4147732 جو ساليانو ٽن اروز (iii) سنڌ روٽيويو بورڊ (SRB) وٽ رجسٽريشن.
3	ٽينڊر خريد ڪري سگهجن ٿا:	ٽينڊر جا دستاويز، اڻيس آف اڪائونٽس اڻيس (روٽيويو) ڪي ڊبليو اينڊ ايس بي، ايت ڪي ڊبليو اينڊ ايس بي، هيڊ اڻيس واقع فرسٽ فلور اولڊ ڪي بي سي ايم ايم ڪمپني بلڊنگ، پٺيان سوڪ سينٽر، گلشن اقبال ڪراچي مان، ڪلڻ واري تاريخ کانسواءِ ڪنهن به ڪر واري ڏينهن تي صبح 09:00 وڳي کان پيهر 01:00 وڳي وچ ۾ خريد ڪري سگهجن ٿا.
4	ٽنڊنگ جو ذريعو:	ڪي ڊبليو اينڊ ايس بي جو پنهنجو فنڊ
5	بڊ سيڪيورٽي:	اڇيل آگهه/ رقم جي 2 سيڪڙو برابر رقم، پاڪستان جي ڪنهن به شيڊول بينڪ مان، KW&SB جي حق ۾ بي آرڊر بينڪ ڊرافٽ يا بينڪ گارنٽي جي صورت ۾ ٺهرايل بڊ سيڪيورٽي ٽينڊر سان لازمي شامل هجي، بي صورت ۾ ٽينڊر کي غير ڪارآمد سمجهي رد ڪري ڇڏيو.
6	ٽينڊر في:	3000 روپيا، ناقابل واپسي، KW&SB جي حق ۾ بي آرڊر جي صورت ۾
7	ٽينڊر دستاويز جاري ڪرڻ جي آخري تاريخ:	پهرين اشاعت کان وٺي ڪلڻ واري ڏينهن کان هڪ ڏينهن اڳ 18_01_2016 تائين
8	ٽينڊرز ڪلڻ لاءِ جمع ڪرائڻ جي تاريخ ۽ وقت:	19_01_2016، بوقت 02:00 وڳي جمع ڪيا ويندا ۽ بوقت 02:30 وڳي ڪوليا ويندا
9	ڪلڻ جو هنڌ:	پروڪيورمينٽ ڪميٽي 1 پاراڻ، اڻيس، چيف انجنيئر (اوپي اينڊ ڊي)، ڪي ڊبليو اينڊ ايس بي، نائٽ مئٽل، ڪارساز شاهراهه فيصل ڪراچي ۾ ڪوليا ويندا.
10	ڪر جو اسڪوپ:	واٽر، پلاءِ سسٽر جي بهتري
11	ٽنڊن جو رسيلو:	ڪي ڊبليو اينڊ ايس بي جو پنهنجو فنڊ

نوٽ:

- ايس بي بي رولز 2010 جي لاڳاپيل شق تحت پورڪيورنگ ايجنسي ڪنهن به هڪ يا سمورن وائڪن کي رد ڪري سگهي ٿي.
- ٽينڊر/واڪ دستاويز ايس بي بي آراي جي ويب سائيٽ تان به ڏانهن لڏي ڪري سگهجن ٿا.
- ٽينڊرن جي جمع ڪرائڻ، ڪلڻ واري تاريخ ۽ وقت تي ڪنهن اوجھتي صورتحال پيدا ٿيڻ يا سرڪار پاراڻ موڪل جي اعلان جي صورت ۾ ٽينڊر اينڊر ڪر واري ڏينهن تي جمع ڪيا/ ڪوليا ويندا، وقت ۽ هنڌ ساڳيا ئي برقرار رهندا.
- ڪلڻ واري تاريخ تي ڪوبه ٽينڊر جاري نه ڪيو ويندو.

### ڪراچي واٽر اينڊ سپوريج بورڊ

KWSB/DPR/2015/25

## کراچی واٹر اینڈ سیوریج بورڈ



ڈسٹریکٹ انجینئر (واٹر) کنٹینن، ضلع جنوبی

کنٹینن بوٹ بسنس واٹر سپلائی اسٹیشن، کراچی، موبائل نمبر # 0333-2269114

بذریعہ اتھارٹی ویب سائٹ (آفر ریٹ کی بنیاد پر)

تخمینی لاگت = 41,47,732 روپے (1.00 ملین سے زائد)

## نوٹس طلبی ٹینڈر بذریعہ پریس

درج ذیل کاموں کے لیے SPP 2010 کے تحت سرگرم ٹینڈرز مطلوب ہیں۔

کام نمبر	شرح
1	ضلع جنوبی کنٹینن میں شاہ رسول کالونی مرکزی بازار اور مختلف گلیوں میں پانی کی فراہمی بہتر بنانے کے لیے پانی کی فراہمی کے نظام کی بحالی بذریعہ 1250 ایم ایم 1110 ایم ایم P.E پائپ
2	تمام اہل کنٹریکٹرز اہلکار کے پاس این ٹی این سرٹیفکیٹ۔ جی ایس ٹی نمبر رجسٹریشن ہونا چاہیے (i) تین سالہ معتمد تجربہ (ii) گزشتہ تین سالوں میں کم از کم 41,47,732 کارٹن اوزر (iii) سندھ ریونیو بورڈ سے رجسٹریشن
3	ٹینڈر دستاویزات کے ڈیٹا اینڈ ایس بی کے ہیڈ آفس واقع پبلی منزل اولڈ کے بی ای اے انجینیئرنگ، عقب سوک سینٹر، گلشن اقبال کراچی میں دفتر اکاؤنٹس آفیسر (ریونیو) کے ڈیٹا اینڈ ایس بی سے 09:00 بجے تا دوپہر 01:00 بجے تک ٹینڈر کے کھلنے والے دن کے علاوہ کسی بھی کام والے روز خرید سے جاسکتے ہیں۔
4	ٹینڈر کے ڈیٹا اینڈ ایس بی کے ذمہ داری ٹنڈر
5	پاکستان کے کسی بھی شہر میں پمپ سے کنڈکٹ اہلیت کا 2 فیصد زرعی علاقہ ہے آرڈر ایک ڈرائنگ یا پمپ گارنٹی حق کے ڈیٹا اینڈ ایس بی۔ پمپنگ رتنی ٹینڈر کے ساتھ لازماً منسلک ہونی چاہیے اور دستاویزات سروس اور میٹریوز کھجما جائے جائے گا۔
6	3,000 روپے تا 5 روپے انجینیئرنگ ہے آرڈر حق کے ڈیٹا اینڈ ایس بی
7	ٹینڈر کے کھلنے کی تاریخ سے ایک روز قبل، پبلی اشاعت سے 18-01-2016 تک
8	19-01-2016 دوپہر 02:00 بجے تک اور 02:30 بجے تک کھولے جائیں گے
9	ٹینڈر کو دفتر چیف انجینئر (IP&D)، کے ڈیٹا اینڈ ایس بی بہ مقام 9th ہاؤس کارساز شاہراہ فیصل کراچی میں پروکیورمنٹ کینی-1 کھولنے کا مقام
10	پانی کی فراہمی کے نظام کی بہتری
11	ٹینڈر کے ڈیٹا اینڈ ایس بی کے ذمہ داری ٹنڈر

نوٹ

1. پروکیورمنٹ ایجنسی SPPRA 2010 کے معتمد مندرجات سے مشروہ کسی بھی یا تمام پیشکشوں کو مسترد کر سکتی ہے۔
2. ٹینڈر دستاویزات اہلکار دستاویزات SPPRA کی ویب سائٹ سے ڈاؤن لوڈ کیے جاسکتے ہیں۔
3. اگر ٹینڈر کھلنے یا جمع کرانے کی تاریخ پر تاہم نہ ہو اور حال ہیڈ آفیسر کی حکومت کی جانب سے تعطیل کا اعلان کر دیا گیا ہے تو ٹینڈر آئندہ کام والے روز اسی مقام اور وقت پر داخل کیے کھولے جائیں گے۔
4. ٹینڈر کے کھلنے والے دن کوئی بھی ٹینڈر بھاری نہیں کیا جائے گا۔

کراچی واٹر اینڈ سیوریج بورڈ

## کراچی واٹر اینڈ سیوریج بورڈ



دفتر اینگریٹو انجینئر (واٹر) کلفٹن ضلع جنوبی

کلفٹن بوٹ بیسن واٹر پمپنگ اسٹیشن کراچی سیل نمبر 0333-2269114

بذریعہ محکمہ کی ویب سائٹ (آفریٹ کی بنیاد پر)  
تخمینی لاگت = 41,47,732 روپے (ایک ملین روپے سے زائد)

### ٹینڈرین کی طلبی

ایس بی بی روڈ بحریہ 2010ء کے تحت مندرجہ ذیل کام کے لئے پرمیٹ ٹینڈر مطلوب ہیں۔

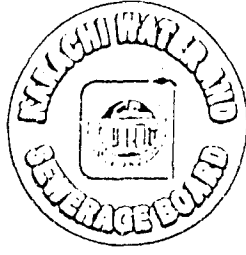
1-	کام نمبر 4:	کامنٹیٹن جنونی میں آبرسانی کو بہتر بنانے کے لئے شاہ رسول کالونی میں بازار اور کلفٹن گیٹوں میں 250 ایم ایم (160 ایم ایم - 110 ایم ایم) پی ایچ ای پائپ کے ذریعہ منصوبہ آبرسانی کی بحالی۔
2-	ٹینڈرین کی اہلیت:	ایس بی بی ٹریڈنگ کمپنی ایس بی بی واٹر اینڈ سینیٹیشن کے حامل تمام ایس ٹیکسٹ اور ایس ڈی اینڈ ڈی اینڈ (i) محکمہ کام پرمیٹ سے ملنے کے بعد۔ (ii) گزشتہ تین سالوں کی آمدنی کا گواہنامہ لازم = 41,47,732 روپے۔ (iii) مندرجہ ذیل پوزیشن (ایس بی بی) میں رجسٹریشن۔
3-	ٹینڈر فارم کا اجراء:	ٹینڈر فارم ٹینڈر کھلنے کے بعد کسی بھی دن من گوبے تا یک بجے دوپہر کے دوران اکاؤنٹس آفیسر (ریجنیو) کے ذریعہ ایڈوانس کی کاپی فراہم کی جائے گی۔ ایڈوانس کی رقم ایس بی بی واٹر اینڈ سینیٹیشن کے ذریعہ فراہم کی جائے گی۔ اس کے بعد سب سے زیادہ قیمت کے حامل ٹینڈر کو ٹینڈر کے مالک کے ہونے کا حکم دیا جائے گا۔
4-	ٹینڈرنگ کا ذریعہ:	ٹینڈرنگ کا ذریعہ ایس بی بی کے ایس ڈی اینڈ کے ذریعہ ہوگا۔
5-	زر ضمانت:	بمطابق ایس ڈی اینڈ کے ذریعہ ایس بی بی واٹر اینڈ سینیٹیشن کے ذریعہ فراہم کی جائے گی۔ ایس ڈی اینڈ کے ذریعہ ایس بی بی واٹر اینڈ سینیٹیشن کے ذریعہ فراہم کی جائے گی۔
6-	ٹینڈر فیس:	30000 روپے کا قسٹن واپس پورا کرنا ہے۔ آرڈر بنام کے ذریعہ ایس بی بی۔
7-	ٹینڈر فارم کے اجراء کی آخری تاریخ:	ٹینڈر کھلنے کی تاریخ سے ایک روز قبل تک یعنی تاریخ اشاعت سے 18 جنوری 2016ء تک۔
8-	ٹینڈروں کی وصولی اور کھلنے کی تاریخ اور وقت:	19 جنوری 2016ء کو دن کے دو بجے تک وصول کیے اور اسی دن ڈھائی بجے کھولے جائیں گے۔
9-	ٹینڈر کھلنے کا مقام:	ٹینڈر پرمیٹنگ آفیسر ایس بی بی واٹر اینڈ سینیٹیشن کے ذریعہ فراہم کی جائے گی۔ ایس ڈی اینڈ کے ذریعہ فراہم کی جائے گی۔
10-	کام کی اہلیت:	تمام آبرسانی کے ایس ڈی اینڈ۔
11-	ٹینڈرنگ کا ذریعہ:	ٹینڈرنگ کا ذریعہ ایس بی بی کے ایس ڈی اینڈ کے ذریعہ ہوگا۔

#### نوٹ:

- 0 پروکوریٹ آفیسر ایس بی بی روڈ بحریہ 2010ء کی درخواست کے تحت کسی ایک یا تمام ایس ڈی اینڈ کو مسترد کرنے کا اختیار ہوگا۔
- 0 ٹینڈر فارم ایس بی بی آر سے کی ویب سائٹ سے ڈاؤن لوڈ کیے جاسکتے ہیں۔
- 0 ہرگز موجودہ بات یا سرکاری تھیل کی صورت میں ٹینڈر ایس ڈی اینڈ کے اس وقت اور مقام پر کھولے جائیں گے۔
- 0 ٹینڈر کھلنے کے دن کوئی رقم جاری نہیں کیا جائے گا۔

کراچی واٹر اینڈ سیوریج بورڈ

KWSB/DPR/2015/25



## TENDER DOCUMENTS

FOR THE WORK OF

REHABILITATION OF WATER SUPPLY SYSTEM BY  
250MM, 160MM, 110MM P.E PIPE IN SHAH RASOOL  
COLONY MAIN BAZAAR AND DIFFERENT STREETS  
FOR THE IMPROVEMENT OF WATER SUPPLY  
POSITION IN CLIFTON, DISTRICT SOUTH.

EXECUTIVE ENGINEER (WATER)  
CLIFTON, DISTRICT SOUTH

KARACHI WATER & SEWERAGE BOARD



# KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE EXECUTIVE ENGINEER (WATER)

(CLIFTON, DISTRICT SOUTH)

ADJACENT BOAT BASIN WATER PUMPING STATION,

BLOCK NO.5, CLIFTON, KARACHI

CELL: 0333-2269114

**SUBJECT: REHABILITATION OF WATER SUPPLY SYSTEM BY 250MM, 160MM, 110MM P.E PIPE IN SHAH RASOOL COLONY MAIN BAZAAR AND DIFFERENT STREETS FOR THE IMPROVEMENT OF WATER SUPPLY POSITION IN CLIFTON, DISTRICT SOUTH.**

Estimated cost: On item rate basis Issued to M/s. \_\_\_\_\_  
Time limit: 90 Days  
Tender cost: Rs.3000/= Pay Order No. \_\_\_\_\_  
Penalty: Rs.0.05% P/Day  
Pay Order for Bid Security  
in f/o. KW&SB: 2% on offer rate basis Dated: \_\_\_\_\_

SR.	DESCRIPTION OF WORK	QUANTITY	RATES		UNIT	AMOUNT
			Rupees In Figures	Rupees In Words		
1	Dismantling and removing road metaling.	21625 Cft			% Cft	
2	Excavation for pipe line in trenches, pits in all kind of soils of murum i/c. trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within one chain as directed by Engineer Incharge. Providing fence guards, lights, flags and temporary crossing for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m). Lift upto 0' to 5'	84500 Cft			% 0Cft	
3	Excavation for pipe line in trenches and pits in wet soils clay or mud i/c. trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge. Providing fence guards, lights, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft. (1.52m) and lead upto one chain (30.5m). Lift upto 0' to 5'	20125 Cft			% 0Cft	
4	Excavation for pipe line in trenches & pits in hard rock by hammering and chiseling including trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth with in a one chain as directed by Engineer Incharge. Providing fence guards lights, flakes and temporary crossing for non vehicular traffic where ever required lift upto 5 ft (1.52m) and lead upto one chain (30.5m). Lift upto 0' to 5'	500 Cft			% 0Cft	

ISSUING AUTHORITY

**SUBJECT: REHABILITATION OF WATER SUPPLY SYSTEM BY 250MM, 160MM, 110MM P.E PIPE IN SHAH RASOOL COLONY MAIN BAZAAR AND DIFFERENT STREETS FOR THE IMPROVEMENT OF WATER SUPPLY POSITION IN CLIFTON, DISTRICT SOUTH.**

SR.	DESCRIPTION OF WORK	QUANTITY	RATES		UNIT	AMOUNT
			Rupees In Figures	Rupees In Words		
5	Providing, Laying & Fixing in trench i/c. fitting, jointing & testing etc. complete in all respect the high Density Polyethylene PE Pipes (HDPE-100) for W/S conforming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051 (PN-10).					
	250mm	350 Rft			P/Rft	
	160mm	1000 Rft			P/Rft	
	110mm	6900 Rft			P/Rft	
6	Providing C.I Sluice Valve heavy pattern test pressure 21.0 kg/sq. corner 300 lb/sq. inch ( <i>imported</i> ).					
	10" Dia	01 No.			Each	
	6" Dia	02 Nos.			Each	
	4" Dia	06 Nos.			Each	
7	Fixing of Sluice Valve with 2 cast Iron Tail pieces, one end flanged and other with socket including the cost of nuts bolts and rubber packing, labor etc. complete.					
	10" Dia	01 No.			Each	
	6" Dia	02 Nos.			Each	
	4" Dia	06 Nos.			Each	
8	Providing / Fixing M.S Tail piece ( <i>Dholki</i> ) on A.C pipe fabricated with ¼" thick M.S plate, having dimension and weight as mentioned against each item. It includes the cost of labor and sealing material etc. complete.					
	Weight = 15.270 kg 10" Dia	02 Nos.			Each	
	Weight = 8.410 kg 6" Dia	03 Nos.			Each	
	Weight = 6.290 kg 4" Dia	08 Nos.			Each	
9	High Density Polyethylene fittings (PE-100) equivalent make (PN-10). <i>Tee (Un-Equal)</i> 160 x 63 x 160	02 Nos.			Each	
10	High Density Polyethylene fittings (PE-100) equivalent make (PN-10). <i>Tee (Un-Equal)</i> 250 x 110 x 250	11 Nos.			Each	
11	Full hire charges of pumping set per day inclusive of the wages of driver and assistant, fuel and electric energy platform required for placing the pumps etc, at lower depth with suction and delivery pipes for pumping out water pound at various depth from trenches including the cost of erection and dismantling after completion of job of 10 HP from 10 feet depth, hire charges of pumping set of upto 10 HP pumping out water from 10 ft deep trench.	60 Days			P/Day	

**OBJECT: REHABILITATION OF WATER SUPPLY SYSTEM BY 250MM, 160MM, 110MM P.E PIPE IN SHAH RASOOL COLONY MAIN BAZAAR AND DIFFERENT STREETS FOR THE IMPROVEMENT OF WATER SUPPLY POSITION IN CLIFTON, DISTRICT SOUTH.**

SR.	DESCRIPTION OF WORK	QUANTITY	RATES		UNIT	AMOUNT
			Rupees In Figures	Rupees In Words		
12	Refilling the excavated stuff in trenches 6" thick layer i/c. watering ramming to full compaction etc. complete.	103910 Cft			% 0Cft	

EXECUTIVE ENGINEER (W)  
CLIFTON, DISTRICT SOUTH  
(K.W & S.B)

I hereby quoted Bid Amount of Rs. \_\_\_\_\_ Rupees (In words) \_\_\_\_\_

\_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Address \_\_\_\_\_

We hereby abide all existing Rules of SPPRA Rules-2010.

(Sign & Seal)

## 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** 90 days.

1.1.20 Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details **Mr. Nadeem Ahmed (Executive Engineer Clifton, District South, 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. Nadeem Ahmed, (Executive Engineer (Water), Clifton, District South, KW&SB).**

3.2 Name and address of Engineer's/Procuring Agency's representative **Mr. Nadeem Ahmed, Executive Engineer (Water), Clifton, District South, Clifton Boat Basin Water Pumping Station, 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**

21/01/2011  
Mr. Nadeem Ahmed  
Executive Engineer (Water)  
Clifton, District South  
KW&SB



## 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;

ANNA  
Executive Engineer  
P. W. Account  
Form No. 31  
2000

(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 any, 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 by 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 bill 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 RS. 4150000 (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 N/A (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:

*Handwritten notes and signatures in the bottom right corner of the page.*

**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)  
CLIFTON, DISTRICT SOUTH  
K.W.&.S.B.

**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)

1000-1000  
1000-1000  
1000-1000

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ANWARUL  
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43



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 Works.

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.

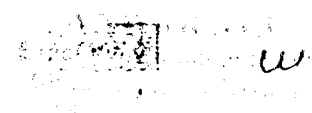
2.4 **Approvals**

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.



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



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by any instructions 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.



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.

**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.

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. 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.

### 15.2 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 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.

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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.

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