



KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER (w/s)
S.T-7 Block-1 KDA Building Liaquatabad Zone

No: KW&SB/EE (w)/SPPRA/2016/010

Dated: 28-1-2016


The Director (I.T)
Sindh Public Procurement Regulatory Authority
Barrak-8 Sindh Secretariat No-4-A Court Road
Government of Sindh
KARACHI

Subject: Request for uploading / hosting of Tender on SPPRA website

Name of work: Providing & Laying 250 mm & 160 mm dia P.E pipe at III-E & III-A for the improvement of water supply Nazimabad Liaquatabad Zone


With reference to above, enclosed please find herewith Notice Inviting Tender (NIT), bidding document, bidding data, evaluation criteria, Notification of procurement, CRC & procurement plan along with pay order of Rs.2000/- enclosed for hosting / up loading on web site of SPPRA.

Submitted please.


Mohammad Rahim Palejo
Executive Engineer (w/s)
Liaquatabad Zone, KW&SB
Cell # 0301-2110260

Copy to:

1. The Chief Engineer (W/S) KW&SB
2. Superintending Engineer (Central), KW&SB
3. Director (I.T) KW&SB
4. Office copy

Please host w/o ID
w/p


7464

01-02-16



KARACHI WATER & SEWERAGE BOARD
Office of the Executive Engineer (w/s) Liaquatabad Zone
S.T-7 Block-1 KDA Building Liaquatabad

NO: KW&SB/EE/Liaq/NIT/w/2016/47

Dated: 23-02-2016

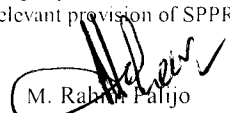
**NOTICE INVITING TENDER THROUGH WEB SITE (Below one million)
(ON ITEM RATE BASIS)**

Tender in Sealed Covers are invited under SPPRA Rules 2010 for the works mentioned below:

1.	Name of Work	Providing & Laying 250 mm & 160 mm dia PE pipe at III-E & III-A for Improvement of water supply system Nazimabad Liaquatabad Zone
2.	Estimate Cost	Rs.9,63,807/-
3.	Experience	03 year experience in similar job, attached with tender
4.	Turn Over	At least last three years, minimum amount of Rs.10,00,000/- should be attached with tender
5.	Eligibility of Contractors	Bidder / Contractor should having NTN, Registration of Sindh Revenue Board (SRB), any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44
6.	Address of Tender documents can be issued / purchased	Office of the Accounts Officer (Revenue KW&SB Head Office at 1 st Floor Old KBCA Building (annex) behind Civic Centre Gulshan-e- Iqbal Karachi
7.	Bid Security	2% of quoted bid in shape of pay order / Bank Draft in favour of KW&SB
8.	Tender Cost	Rs.1000/- (Non-Refundable) is shape of Pay Order in favor of KW&SB
9.	Date of issuing	w.e.f 1 st hosting /publication up to 22-02-2016
10.	Date & time of submission of Tender	23-02-2016 at 2.00 p.m.
11.	Date & time of opening of Tender	23-02-2016 at 2.30 p.m.
12.	Place of Opening	Tender will be opened by the Procurement Committee-I at Office of the Convener / Chief Engineer (IPD).KW&SB Block-E at 9 th Mile Kasraz main Shahra-c-Faisal Karachi
13.	Source of Funding	KW&SB own Fund.
14.	Scope of work	Improvement of water supply system
15.	Method of Procurement	Single Stage
16.	Bid Validity period	90 days

Condition: -

1. Tender would be download from SPPRA web site & www.kw&sb.gos.com website
2. The participants must quote the rates both in figure & in words; incomplete / conditional tender will not be accepted.
3. In case of any unforeseen situation resulting in closure of office on the day of opening or Government declares Holiday the tender shall be submitted/opened on the next working day at the same time & venue.
4. The procuring agency may reject all or any bid subject to the relevant provision of SPPRA rules.


M. Rabia Paliyo
Executive Engineer (w/s)
Liaquatabad Zone, KW&SB
Cell # 0300-2232030

KARACHI WATER & SEWERAGE BOARD

Office of the Executive Engineer (water)
Liaquatabad Zone, KW&SB

PROCUREMENT PLAN (NON-DEVELOPMENT) OF LIAQUATABAD ZONE (water) 2015-2016

Sr. #	fund Head & Sub Head	Name of work & break up	Allocated fund & break up for different locations / sites	Item to be executed	method of procurement	Anticipated / actual Date of Adv	Anticipated actual date of start	Anticipated / actual date of completion	Remarks
1	2	3	4	5	6	7	8	9	10
1	O-013-11	Procurement of store material	Rs.1,00,000/-	Store Material	Single stage Through Quo				
2	O-013-16	Repair & Maintenance of water supply in different area of Liaquatabad Town	Rs.30,00,000/-	Repair & Maintenance	Single stage Through Quotation Authority Web site				
3	O-013-17	Replacement of broken, damaged & settled water line in Liaquatabad Town	Rs.40,00,000/-	Replacement of Broken, damaged settled water line	Single stage Through Quotation Authority Web site				
4	O-013-18	Providing / Fixing of Sluice Valve & construction of chamber in Liaquatabad Town	Rs.25,00,000/-	Sluice valve & Chambers	Single stage Through Quotation Authority Web site				

Executive Engineer (w/d)
Liaquatabad Zone, KW&SB

NOTE SHEET

DMD (TS) KW&SB
Deiry No. <u>165/E</u>
Dated <u>20/1/16</u>

DMD (TS) KW&SB
Deiry No. <u>61/E</u>
Dated <u>1/1/16</u>

Paras

(-5-)

Rs. 9,63,807/-

Reference

SUBJECT: PROVIDING & LAYING 250 MM & 160 MM DIA PE PIPE AT III-E & III-A FOR IMPROVEMENT OF WATER SUPPLY SYSTEM NAZIMABAD LIQUATABAD ZONE.

The Estimate amounting to **Rs.9,87,718/-** (Rupees Nine Lac Eighty Seven Thousand Seven Hundred Eighteen Only) has been framed by the E.E Liaquatabad Town (Water) and duly checked by the Director Design, KW&SB for amounting to **Rs.,9,63,807/-** (Rupees Nine Lac Sixty Three Thousand Eight Hundred Seven Only) at Para-07/N-2. The necessity and justification of work is given by concerned Executive Engineer (Water), Liaquatabad Town at Para-13/N-3.

The case is forwarded to obtain Administrative, Financial & Technical approval from Managing Director, KW&SB for calling tender through Press & Authority Website, as per SPPRA Rule 2010 along with permission for reimbursement of **Rs.2,000/-** for uploading fee on SPPRA Website by crossed Cheque / Demand Draft / Pay Order in favour of SPPRA Authority Karachi, as requested by the concern E.E Liaquatabad (Water) at Para 15 /N-3 dully recommended & forwarded by S.E Liaquatabad Town at Para 17/N-3. The expenditure will be chargeable under budget grant N-013-17 by way of re-appropriation of funds form BG No.6374-16 to O-013-17 on proper B-20 form amounting to **Rs.9,65,000/-** in current financial year 2015-16.

[Signature]
31/12/2015
CHIEF ENGINEER
(CENTRAL), KW&SB

DMD (T/S), KW&SB

For necessary Administrative approval as recommended by CE (Central), vide para 28/14. p.c.

M.D. KW & SB

As proposed. DMD (T/S) 1/1/01

[Signature]
DMD (T/S)
S.E. (Central)
21/1/16
For n/action

[Signature]
CE (C/S)
KW & SB

[Signature]
12.2.2015/16/16/16
DIA

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1/1/2016



KARACHI WATER & SEWERAGE BOARD

HUMAN RESOURCES, DEVELOPMENT & ADMINISTRATION DEPARTMENT

PHONE NO. 021-99231464, 021-99231463

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

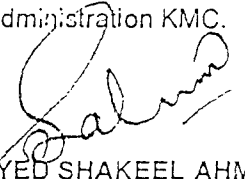
Dated: 30.10.2015

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
HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT
PHONE NO. 021 - 99231464 - 021 - 99231463

No. KW&SB/D.M.D/HRD&A/919

Dated: 22-10-2015

OFFICE ORDER

With immediate effect, for compliance of Rule-31 of SPPR, A Complaint Redressal Committee (CRC) is constituted comprising of the following:

1. Dy. Managing Director (Finance), KW&SB Convener
2. Chief Engineer (Korangi), KW&SB Member/Secretary
3. Chief Engineer (Central), KMC Member
4. Director Administration, KMC Member
5. Divisional Accounts Officer (South), KW&SB Member

This issues on the recommendation of Dy. Managing Director (TS) KW&SB, Dy. Managing Director (Planning), KW&SB and with the approval of Managing Director, KW&SB.


(Syed Shakeel Ahmed)
Dy. Managing Director (HRD&A)
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. Chief Engineer, Korangi, KW&SB/Member/Secretary Committee.
5. Chief Engineer, Central, KMC/Member of the Committee.
6. Director Administration, KMC/Member of the Committee.
7. Divisional Accounts Officer (South) KW&SB
8. Director (IT) KW&SB
9. Director Personnel, KW&SB
10. Director Administration, KW&SB
11. AD (LFA) KW&SB
12. AO (ESTT) KW&SB
13. Office Copy.
14. Master File.

c.c. to Managing Director, KW&SB



KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IPD)

Block-B, 9th 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/S001, 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

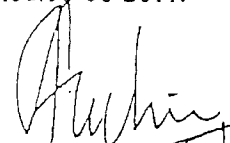
The office of the Convener / Chief Engineer (IPD), shall be headquarter for Procurement Committee.

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
15/3/2013

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.



TENDER / BIDDING DOCUMENTS

**KARACHI WATER & SEWERAGE BOARD
LIAQUATABAD ZONE (Water)**

Name of Scheme: Providing & Laying 250 mm & 160 mm dia P.E pipe at III-E & III-A for the improvement of water supply Nazimabad Liaquatabad Zone

**KARACHI WATER & SEWERAGE BOARD
ST-7 block-1 Sharifabad KDA building Liaquatabad**





**OFFICE OF THE EXECUTIVE ENGINEER (W/S)
ST-7 KDA BUILDING BLOCK-1 LIAQUATABAD ZONE**

Issued to M/s _____

Time Limit 20 Days
Penalty Rs.500/ Per Day
Tender Cost Rs.1000/-
Earnest Money 2% of Total Bid
Date of opening 23-02-2016 at 2.30 P.M.

Pay order No. _____ Dt _____ Bank/Br _____

Amount _____ B/No _____ Dt _____

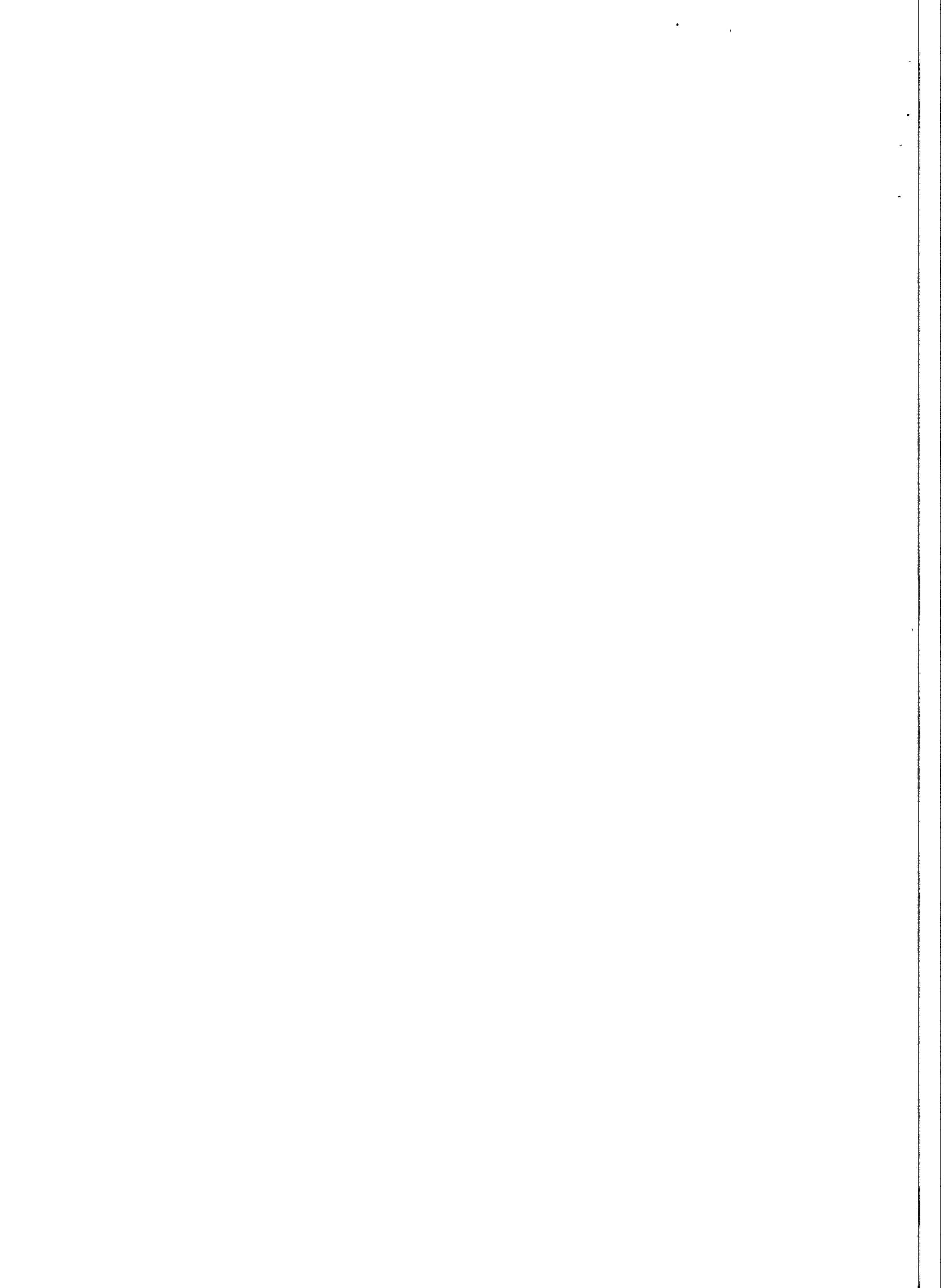
Issuing Authority

Name of Work: Providing & Laying 250 mm & 160 mm dia P.E pipe at III-E & III-A for the improvement of water supply Nazimabad Liaquatabad Zone

Sr #	Description of work	Quantity	Rate In figure / in Words	Per	Amount
1	Dismantling and removing road metalling.	1945 Cft		%Cft	
2.	Excavation for pipe line in trenches, and 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 a one chain as directed by engineer In charge, Providing fence guards, lights, flags and temporary crossing for non vehicular traffic where ever required lift up to 5 ft. and lead up to one chain. Up to 0-5'	8150 Cft		%0Cft	
3.	Providing laying & fixing in trench i/c fitting, jointing and testing etc complete in all respect the high density polythene pipe (HDP-100) for W/S conforming ISO-4427 Din 8074-8075 B.S 3580 & PSI 3051 (PIN-10) 160 mm	80 Rft		P/Rft	
	250 mm	600 Rft		P/Rft	
4.	C.I Sluice valve heavy pattern (Test pressure 21.0 kg/sq.com or 300 lbs./sq. inch) imported 10"dia	01 No		Each	
5.	Fixing of sluice valve with 2 cast iron tail pieces one end flanged & other with socket i/c the cost of nut, bolts & rubber packing labour etc. complete 10"dia	01 No		Each	
4.	P/F M.S collar Tee on (M.S special "C" part P-12 / I-II) PRCC pipe of different size having width as mentioned against each item to suit the size of connection facilitated with 3/8" thick M.S plate excluding cost of the work it include the cost of 3/4" thick M.S square bars on both ends 4 numbers 3/4" thick MS flanges with a total weight as mentioned against each item it also includes cost of nuts, bolts, rubber packing, labour and sealing material and all the tools and plants 12" x 12" width (2'.0) weight (104.860)	01 No		each	

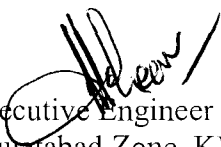
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Muhammad Waheem Palajo
Executive Engineer (W/S)
St-7 KDA Building Block-1
Liaquatabad Zone
KDA-61



Name of Work: Providing & Laying 250 mm & 160 mm dia P.E pipe at III-E & III-A for the improvement of water supply Nazimabad Liaquatabad Zone

5.	P/F "M.S" split color 9" wide on A.C pipe fabricated with 1/4" thick M.S plate weighting mentioned against each item, i/c the cost of 4 nos 1/4" thick flange nuts, bolts, rubber packing labour and sealing material etc. complete (wt 14.31 kg) 10"dia	03 Nos			Each
6.	P/F 0-9' long 3/8 thick "M.S" thick "M.S" Neck to existing MS pipe or to a Split color tee heaving a total weight as mentioned against each item, i/c the cost of fabrication and welding to the split collar tee. (wt. 10.909 kg) 6"dia (wt. 21.211 kg) 10"dia	03 Nos 01 No			Each Each
7.	P/F M.S tail pieces (DUOLKI) on A.C fabricated with 1/2" thick MS plate having dimension and weight as mentioned against each item it i/c the cost of sealing material. (wt. 8.410 kg) 6"dia (wt. 15.70 kg) 10"dia	03 Nos 01 No			Each Each
8.	Full hire charges of the pumping set per day inclusive of wages of driver and assistant fuel or electric energy plate from required for placing pumps etc. At lower depth with suction delivery at pipes for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job of above 10 HP from 10'-0 feet deep trench.	10 days			P/day
9.	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete.	7807.68 Cft			% 0Cft

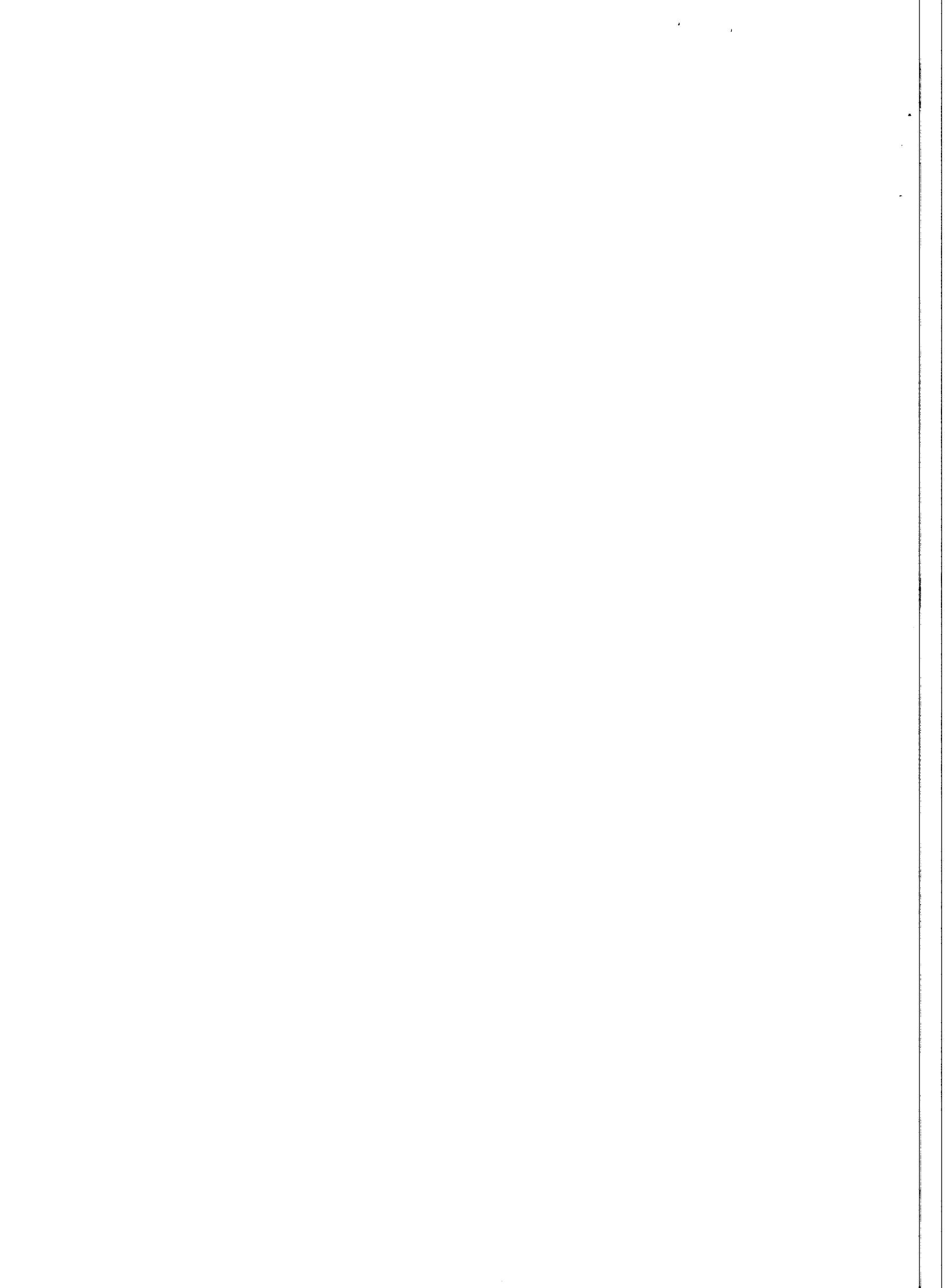

Executive Engineer (w/s)
Liaquatabad Zone, KW&SB

I/we hereby quoted Rs _____ In word _____

I/we do hereby declare that I/we shall abide all the existing SPPRA rules

Contractor Signature _____

Contractors Address _____

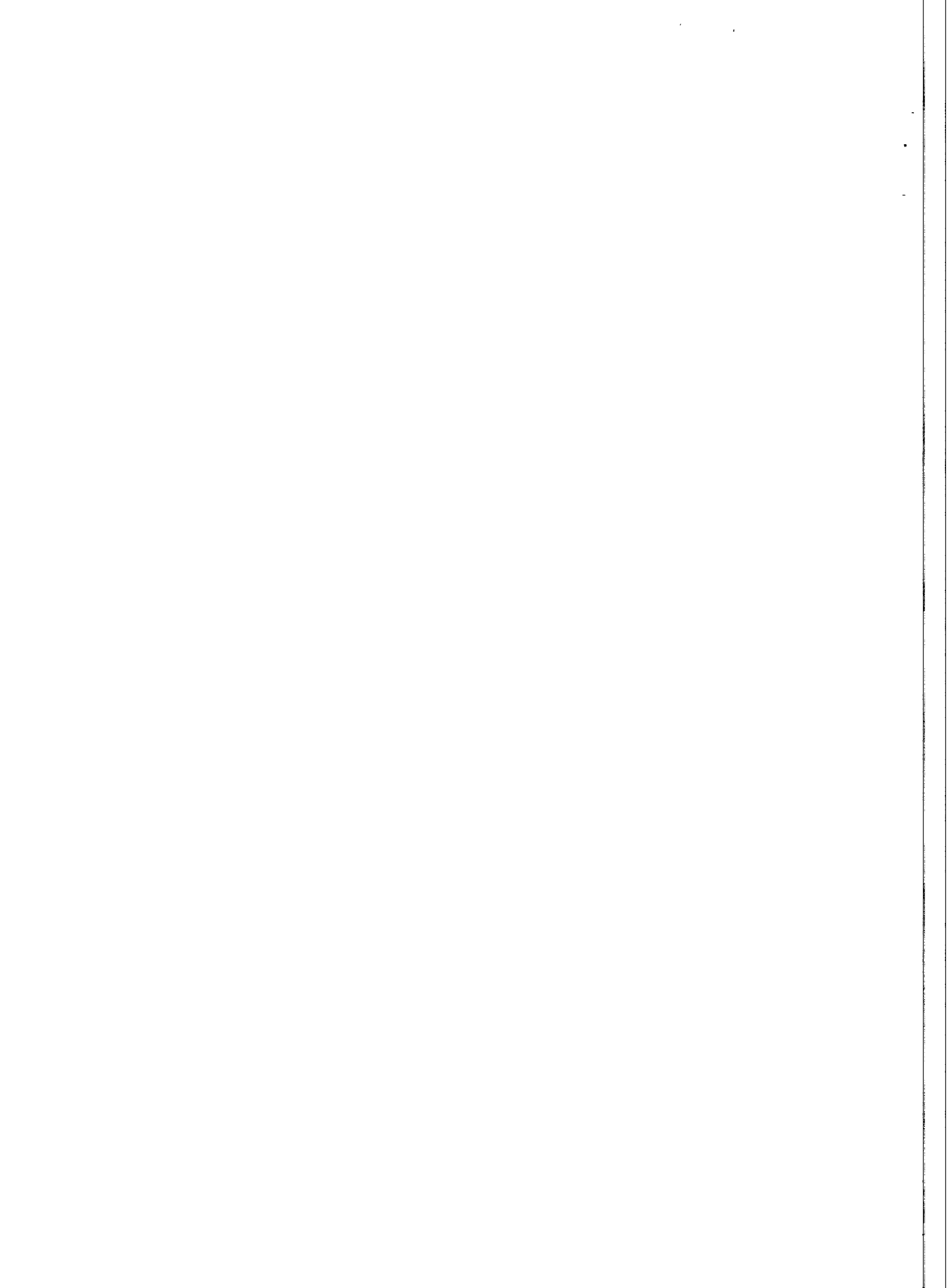


BIDDING DATA

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

- a) Name of Procuring Agency Karachi Water & Sewerage Board
- b) Brief Description of Works Laying of 250 mm & 160 mm dia PE pipe for Improvement of water supply system in the area of III-E & A Nazimabad No-3 Liaquatabad Zone
- c) Procuring Agency Address : Office of the Chief Engineer , KW&SB
Old KBCA annex building behind Civic Centre
Gulshan-e-Iqbal, Karachi.
- d) Estimate Cost: Rs.9,63,807/-
- e) Amount of Bid Security 2% of quoted rate
- f) Period of Bid Validity days 90 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 7.5 % Income Tax & 1% water charges
- i) Deadline for issuance of bids along with time: up to 1.00 p.m Dt:22-02-2016
- j) Deadline for submission of bids along with time: at 2.00 p.m. 23-02-2016
- k) Venue, time & date of bid opening: Office of the Chief Engineer (IPD)
KW&SB at 9th mile karsaz Shahrah-e-Faisal Karachi opened on 23-02-2016
at 2.30 p.m.
- l) Liquidity damages: Rs.500/- (per day of delay, but total not exceeding (10 % of bid cost)
- m) Deposit receipt No _____
- n) M/s _____
- o) Issuing authority _____
Date _____
Amount in words & figure _____

(Authority issuing bidding documents)



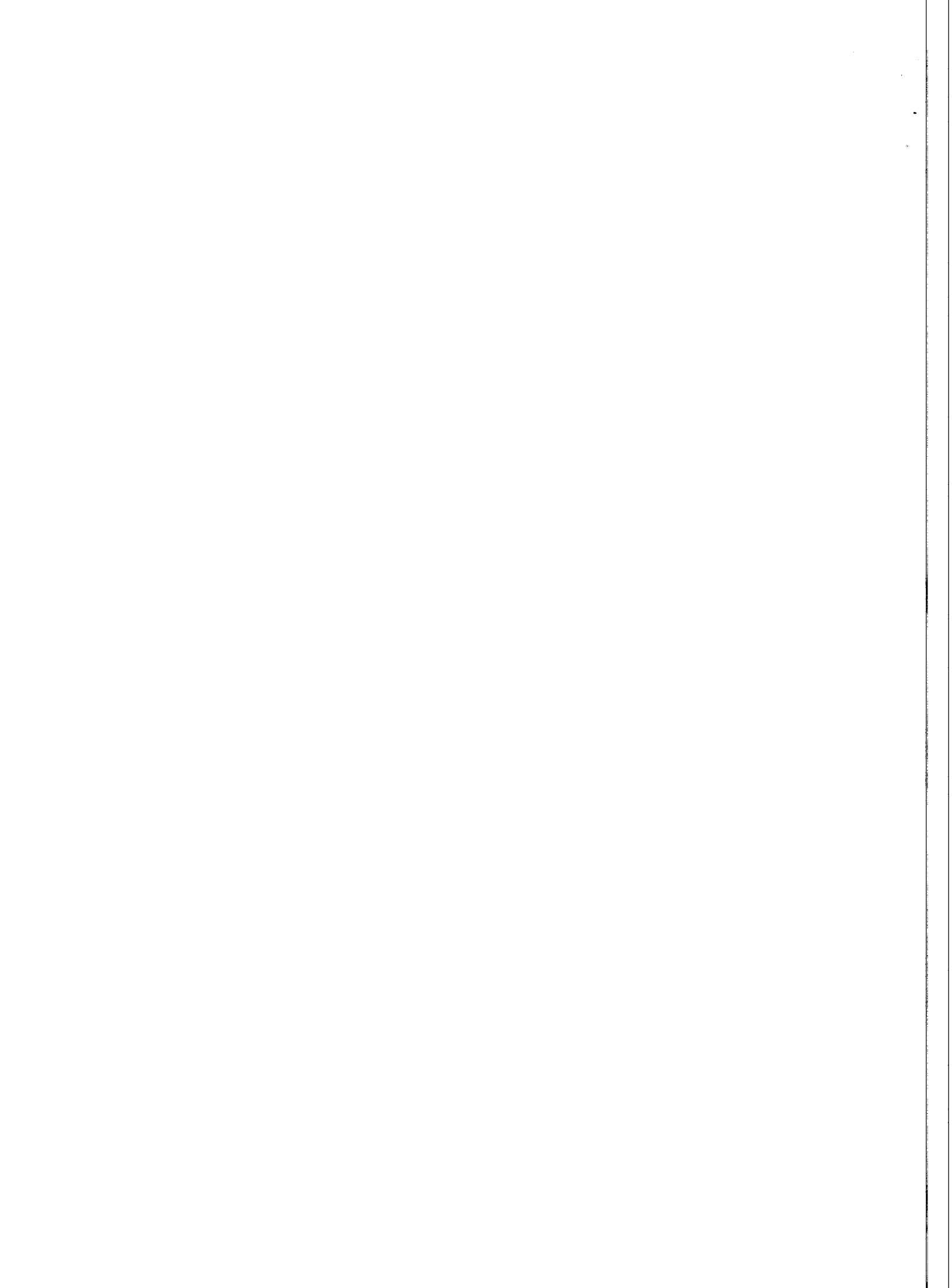
Name of Work:

ELIGIBILITY AND EVALUATION CRITERIA OF THE
TENDER BELOW 2.5 MILLION

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

1. Bid shall be in sealed Cover.
2. Bid shall be properly signed by the Contractor with Stamp.
3. Name of firm, Postal address, Telephone number, Fax number, E-mail address must be written.
4. Rate must be quoted in figures and words.
5. NTN and Sales Tax (Where applicable).
6. Contractor should be registered with Sindh Revenue Board in terms of Rule-46 (1) (iii) of SPP Rules, 2010 (amended 2014).
7. Relevant Experience of work (03) Three years.
8. Turnover at least (03) Three years.
9. Bid Security of required amount.
10. Conditional bid will not be considered.
11. Bid will be evaluated according to SPPRA 2010 (Amended 2013).





Conditions of Contract

Clause - 1: **Commencement & Completion Dates of work.** The contract shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorata basis.

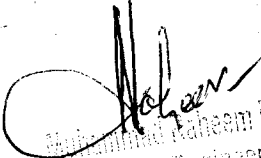
Clause - 2: **Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause - 3: **Termination of the Contract.**

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-


Muhammad Raheem Palacios
Executive Engineer (W&S)
Cantonment Town
M.A. S.E.

- (i) to forfeit the security deposit available except conditions mentioned at A(iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

(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 commencement order, 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.

Clause - 7: Payments.

(A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer/Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

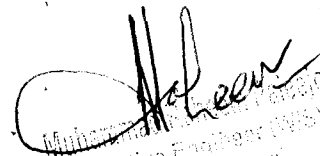
All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause - 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause - 9: Issuance of Variation and Repeat Orders.

(A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the


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introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the 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.

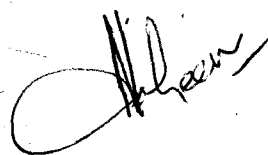
Clause - 10: Quality Control.

(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.

- (ii) If the Engineer considers that correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11: (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.


(B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;

(B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money


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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: Subcontracting. 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.



Clause – 18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

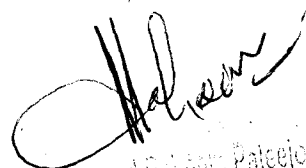
(B) Secured Advance against materials brought at site.

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

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

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

Contractor


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allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. **Measurements:** All works shall be measured by standard instruments according to the rules.

7. **Evidence of Eligibility:** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.


8. **Late submission of bids:** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. **Eligibility criteria:** Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.

10. **Bid security:** Bid without bid security of required amount and prescribed form shall be rejected.

11. **Arithmetical errors:** Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:

- (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
- (B) In case of item rates, if there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.


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