



**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/s/2016/T-20

Dated: 26-2-2016

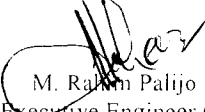
**NOTICE FOR RE-INVITING TENDER THROUGH WEB SITE (Below one million)  
(ON ITEM RATE BASIS)**

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

1.	Name of Work	Supply of Bamboos for maintenance of sewerage system Liaquatabad Zone (Sew) for the year 2015-2016
2.	Estimate Cost	Rs.6,93,600/-
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 <sup>st</sup> 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 <sup>st</sup> hosting /publication up to 18-03-2016
10.	Date & time of submission of Tender	21-03-2016 at 2.00 p.m.
11.	Date & time of opening of Tender	21-03-2016 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 <sup>th</sup> Mile Kasrsaz main Shalra-e-Faisal Karachi
13.	Source of Funding	KW&SB own Fund.
14.	Scope of work	Improvement of sewerage 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](http://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. Rahn Paliyo  
Executive Engineer (w/s)  
Liaquatabad Zone, KW&SB  
Cell # 0300-2232030

**KARACHI WATER & SEWERAGE BOARD**



# NOTE SHEET

( 05 )

Rs. 6,93,600/-

Paras

Reference

**SUBJECT: APPROVAL FOR CANCELLATION THE TENDER PROCESS & RE-INVITE THE WORK SUPPLY OF BAMBOOS FOR MAINTENANCE OF SEWERAGE SYSTEM LIAQUATABAD ZONE (SEW) FOR THE YEAR 2015-2016.**

33)

The referre subject work invited through website and opened on dated: 24-11-2015, but no tender were received in responsive time.

34)

Therefore it is resquested that tender process may be cancelled and Re-Invite the same in current financial year 2015-2016 budget.

35)

The case is forwarded for obtaining the following approval from competent authority KW&SB.

- (i) Approval for Cancellation the tender process.
- (ii) Approval for re-invite the tender through website.

Executive Engineer (Sew)  
Liaquatabad Town, KW&SB

S.E (Central), KW&SB

36)

Forwarded for further process of.

37)

C. Engr (WSS) KW&SB

Forwarded for approval of para 35/Nilix(ii) please

38)

DMDCT/S  
KW&SB

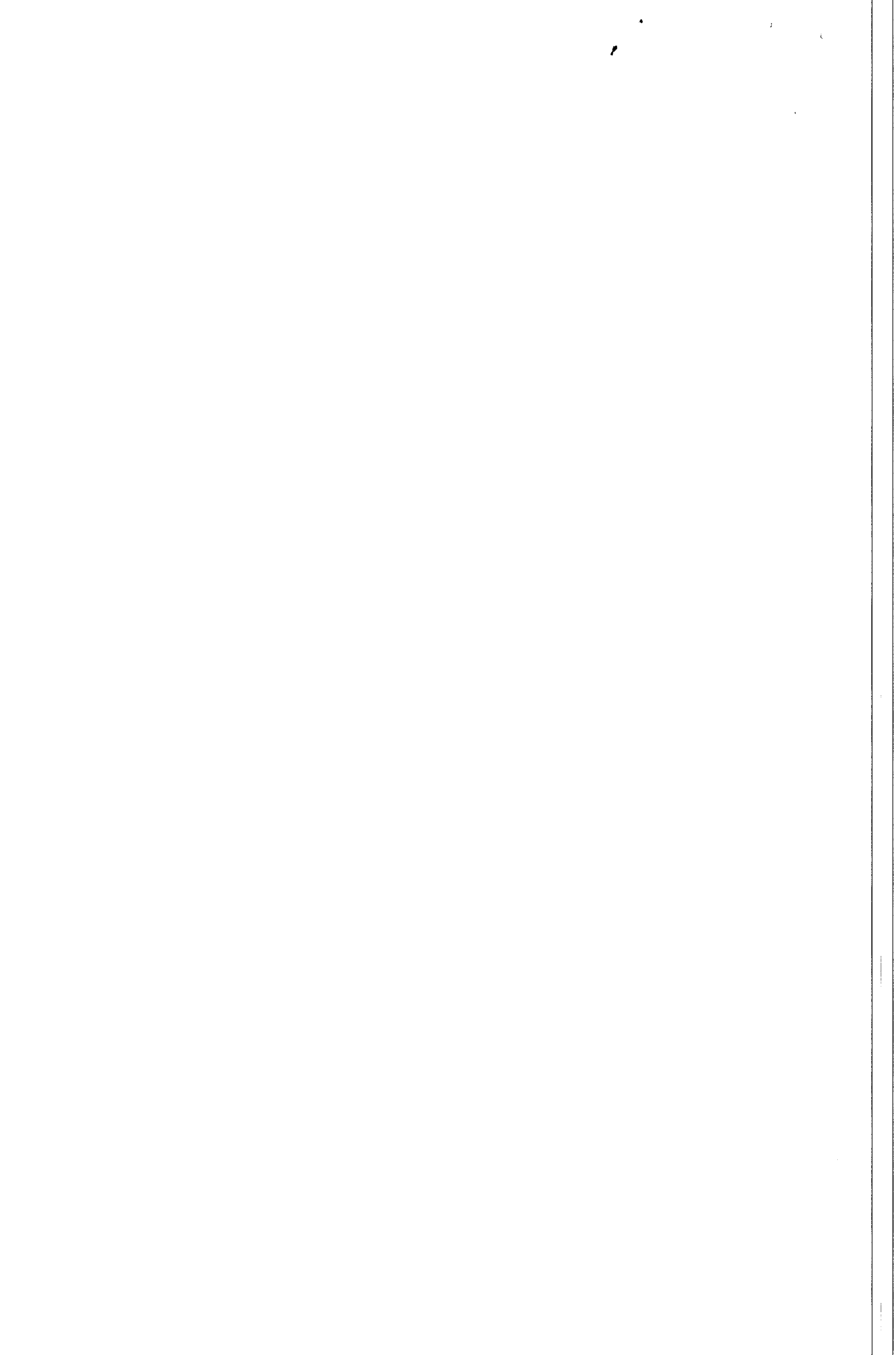
For necessary approval as requested by CE (W/S), vide para 37/W, please  
A.D. KW&SB

As proposed

DMDCT/S

Formation please  
S.E (Central) KW&SB

CE (W/S)  
DMDCT/S



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

PROCUREMENT PLAN (NON-DEVELOPMENT) OF LIAQUATABAD ZONE (SEWERAGE) 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-023-11	Procurement of store material	Rs.1,00,000/-	Store Material	Single stage Through Quo				
1	O-023-13	Procurement of hollow bamboos	Rs.12,00,000/-	Bamboos	Single stage Through Quotation Authority Web site				
2	O-023-14	Procurement of Manhole covers	Rs.20,00,000/-	Manhole COVERS	Single stage Through Quotation Authority Web site				
3	O-023-16	Repair of damaged man hole and procurement of RCC Ring slabs	Rs.35,00,000/-	Ring slabs	Single stage Through Quotation Authority Web site				
4	O-023-18	Repair / Replacement & sunk down sewers of different dia in Liaquatabad Town	Rs.45,00,000/-	R/R & S/D sewers & Cleaning of sewers	Single stage Through Quotation Authority Web site				

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





# KARACHI WATER & SEWERAGE BOARD

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

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

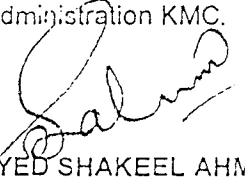
Dated: 30.10.2015

## 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.

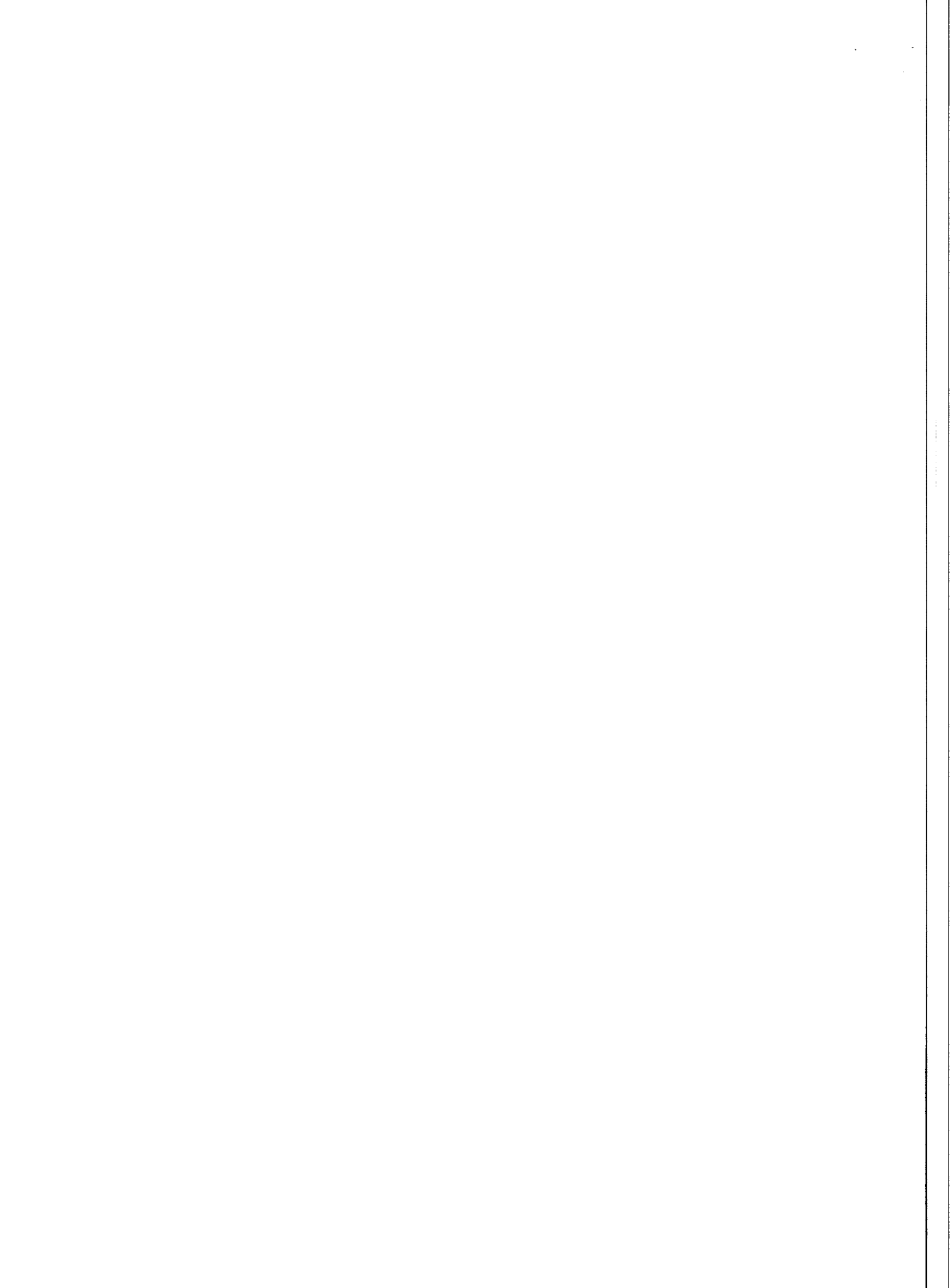
Instead of : Director Administration KMC.

  
( 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 Asst. 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

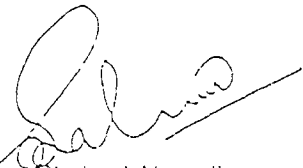
Dated: 22-10-2015

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, 9<sup>th</sup> Mile Karsaz, Shahra-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-1)/SPPRA/1-3/(GEN)/12-15/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

#### 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: Supply of Bamboos for Maintenance of sewerage system  
Liaquatabad Zone (sew) for the year 2015-2016

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





**KARACHI WATER & SEWERAGE BOARD**  
**OFFICE OF THE EXECUTIVE ENGINEER (w/s)**  
**ST-7 KDA BUILDING LIAQUATABAD ZONE**

Issued to M/s \_\_\_\_\_

Time Limit 20 Days

Penalty Rs.1000/ Per Day

Tender Cost Rs.1000/-

Earnest Money 2% of Total Bid

Date of Receiving 21-03-2016 at 2.00 P.M

Date of opening 21-03-2016 at 2.30 P.M.

Pay order No. \_\_\_\_\_ Dt \_\_\_\_\_ Bank/Br \_\_\_\_\_

Amount \_\_\_\_\_ B/No \_\_\_\_\_ Dt \_\_\_\_\_

Name of Work: **Supplying of Bamboos for maintenance of sewerage system Liaquatabad Zone (sew) for the year 2015-2016**

Sr #	Description of work	Quantity	Rate In figure / in Words	Per	Amount
1.	Supplying of bamboos 25" length 3 1/2 to 4" dia (Best Quality)	1700 Nos		Each	
2.	Cartage of bamboos from Kemari to Liaquatabad office including loading and unloading etc complete	1700 Nos		Each	

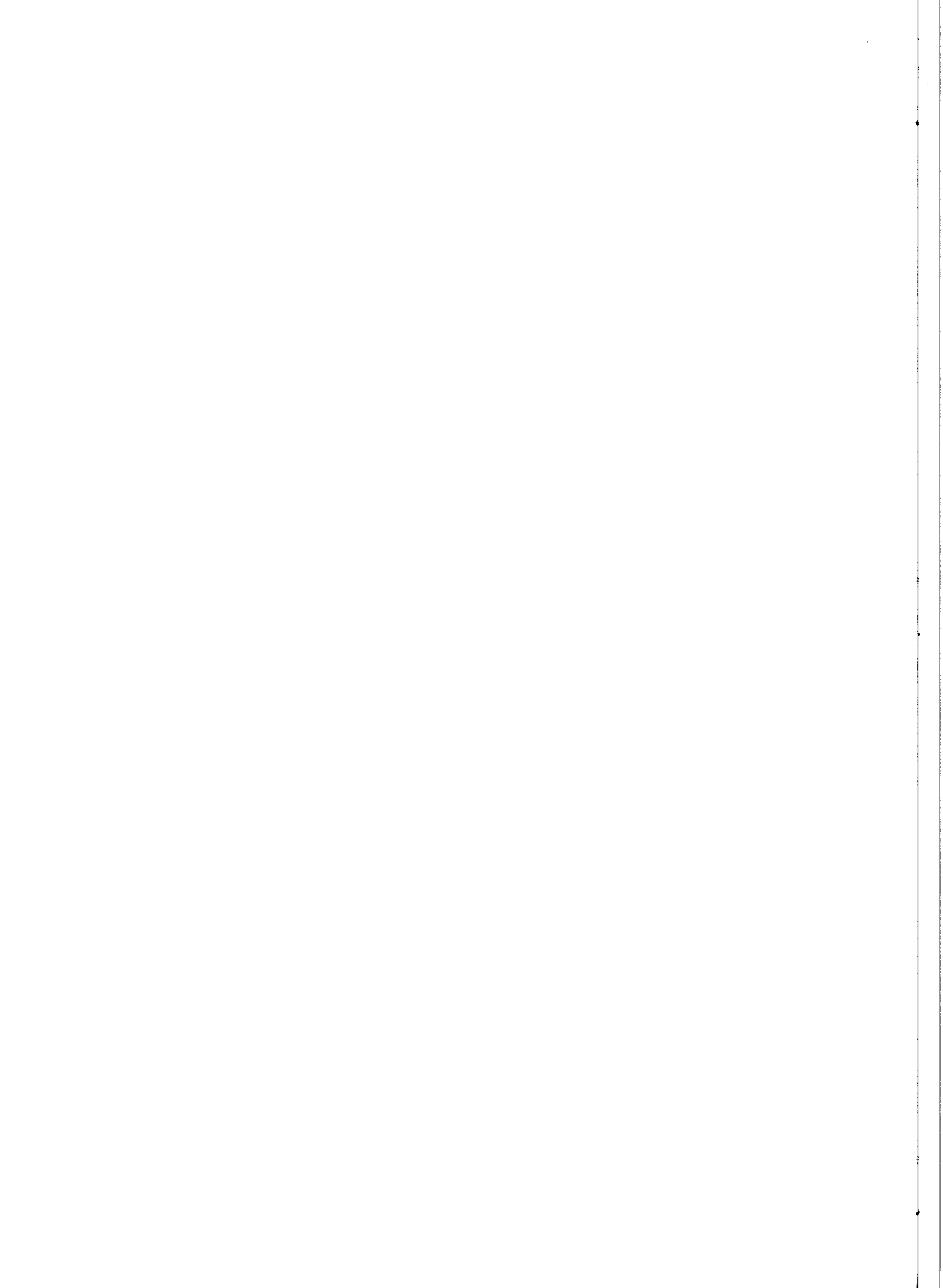
M. Rahim Palijo  
Executive Engineer (w/s)  
Liaquatabad Zone, KW&SB

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 Supply of Bamboos for maintenance of Sewerage system Liaquatabad Zone (sew) for the year 2015-2016
- 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.6,93,600/-
- 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:21-03-2016
- j) Deadline for submission of bids along with time: at 2.00 p.m. 24-03-2016
- k) Venue, time & date of bid opening: Office of the Chief Engineer (IPD)  
KW&SB at 9<sup>th</sup> mile karsaz Shahrah-e-Faisal Karachi opened on 24-03-2016  
at 2.30 p.m.
- l) Liquidity damages: Rs.1000/- (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).

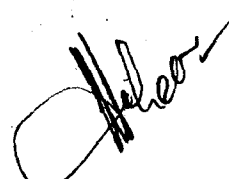




allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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.



**Clause – 18: Financial Assistance /Advance Payment.**

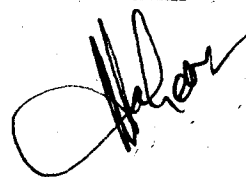
(A) Mobilization advance is not allowed.

(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.



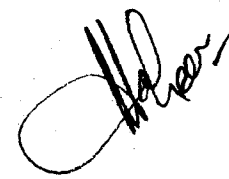
Contractor

**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.



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 and 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 being with the Contractor.





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



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



- (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



Conditions of Contract

**Clause - 1: Commencement & Completion Dates of work.** The contractor 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 prorate 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:-

