

SAY NO TO CORRUPTION

# OFFICE OF THE DEPUTY COMMISSIONER KARACHI WEST

Estate Avenue Road, Opp. Habib Bank, SITE, Karachi

E-mail: Deputycommissionerkarachiwest@gmail.com

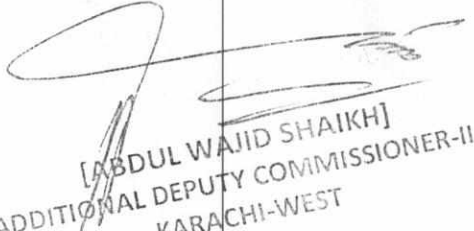
No. DC (W)/ADC-II/K/1068 /2016, Karachi dated: 20-05-2016



To, The Managing Director,  
Sindh Public Procurement Regulatory Authority,  
Government of Sindh,  
KARACHI.

SUBJECT: HOISTING OF NITs ON SPPRA'S WEBSITE FOR WORKS  
UNDER SPECIAL INITIATIVES OF THE GOVERNMENT OF  
SINDH, BEING EXECUTED BY KARACHI WATER &  
SEWERAGE BOARD.

Please find enclosed herewith Notice Inviting Tender of Karachi Water & Sewerage Board, duly approved by the Deputy Commissioner, Karachi West, with a request to kindly hoist the same on the website of SPPRA.

  
[ABDUL WAJID SHAIKH]  
ADDITIONAL DEPUTY COMMISSIONER-II,  
KARACHI-WEST

Copy to:

1. The Commissioner Karachi Division, Karachi.
2. The Secretary Information, Government of Sindh, Karachi.
3. The Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
4. The Superintendent Engineer, DMC West, Karachi.
5. The Superintendent Engineer, KE&SB West, Karachi.
6. The Executive Engineer, Provincial Roads & Transport, Government of Sindh, Karachi.
- The District Engineer, District Council, Karachi.
- PA to Deputy Commissioner, Karachi West.

SPPRA HUMAN RESOURCES  
NO: 23-05-16  
DATED: 23-05-16

**Subject:** LIST OF WORKS DULY APPROVED BY DEPUTY COMMISSIONER KARACHI WEST UNDER SPECIAL INITIATIVES OF GOVERNMENT OF SINDH BEING EXECUTED BY KARACHI WATER AND SEWERAGE BOARD.

S no	Name of Work	Estimated Cost
1.	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Mangopir Division Gadap West.	986930
2.	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Harbour Division Keamari West	985320
3.	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Maripure Division Keamari West	986930
4.	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Baldia Division West.	986125
5.	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Mominabad Division Orangi West.	980490
6.	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Orangi Division West	986125
7.	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of SITE Division West	983710
8.	Emergent Replacement sunk down portion of 12" dia Sewer line at Maripure Keamari Town.	958096
9.	Emergent Replacement Chocked eroded portion of 12" dia sewer line at Harbor Division Keamari Town.	966148
10.	Emergent Replacement unserviceable portion of RCC Rubber Ring pipe in Manghopir Division Gadap District West	951633
11.	Emergent Replacement of Unserviceable RCC rubber ring pipe in SITE Division District West.	970009
12.	Emergent Replacement of Unserviceable portions of main sewer lines in different places of Baldia Division District West.	991890
13.	Emergent Replacement of Unserviceable portion of RCC Rubber Ring Pipe in Mominabad Division Orangi District West.	984782
14.	Emergent Replacement of Unserviceable RCC rubber ring pipe in different locations of Orangi Division District West.	998421



**KARACHI WATER AND SEWERAGE BOARD**  
**OFFICE OF THE STAFF ENGINEER (WEST)**

NO. KWSB/SE/WEST/2016/981-A

DATED: \_\_\_\_\_

To,

The Director (A&F),  
Sindh Public Procurement Regulatory Authority,  
Government of Sindh,  
Block-8, Sindh Secretariat # 4-A,  
Court Road,  
Karachi.

**SUBJECT: -**

I. Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Mominabad Division Orangi West. <b>(Estimate Cost Rs. 980490/-)</b>	
II. Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Orangi Division West. <b>(Estimate Cost Rs. 986125/-)</b>	
III. Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of SITE Division West. <b>(Estimate Cost Rs. 983710/-)</b>	
IV. Emergent Replacement sunk down portion of 12" dia Sewer line at Maripure Keamari Town. <b>(Estimate Cost Rs. 958096/-)</b>	

Enclosed please find herewith a copy of Notice Inviting Tender for above mentioned subjected work for early hoisting in SPPRA Authority's Web Site please.

  
**STAFF ENGINEER (WEST)**  
**KW&SB**

Enclosure

1. Pay Order No. 02167410 Dated: 21/5/16 .  
For Rs. 2,000/= .

Copy to:-

1. The Chief Engineer, (W&S), KWSB.
2. The Director, (D&E), KW&SB.
3. The Director (I.T) KW&SB.
4. The S.E. (EAST), KW&SB.
5. The S.E (D&E), KW&SB.
6. The A.O. (EAST), KW&SB.
7. The A.O. (Revenue), KW&SB.
8. Office Copy.



**OFFICE OF THE SUPERINTENDING ENGINEER  
WEST  
KARACHI WATER AND SEWAGE BOARD**

NO. KWSB/SE/WEST/2016/101-A

DATED: 23/05/2016

**NOTICE INVITING TENDERS THROUGH PRESS  
(ON OFFER RATE BASIS)**

Sealed Tenders are invited (single stage one envelope system) as per SPPRA Rules 2010(Amended 2013) for the works mentioned below.

1.		<p>I. Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Mominabad Division Orangi West. <i>(Estimate Cost Rs. 980490/-)</i></p> <p>II. Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Orangi Division West. <i>(Estimate Cost Rs. 986125/-)</i></p> <p>III. Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of SITE Division West. <i>(Estimate Cost Rs. 983710/-)</i></p> <p>IV. Emergent Replacement sunk down portion of 12" dia Sewer line at Maripure Keamari Town. <i>(Estimate Cost Rs. 958096/-)</i></p>
2.	Eligibility of Contractor	<p>I. Valid PEC in C-05, c-06 with code CE-09 registration with PEC &amp; above Category &amp; relevant field of specialization.</p> <p>II. NTN Certificate</p> <p>III. Valid Professional Tax</p> <p>IV. S.R.B Certificate</p> <p>V. Bank Statement</p> <p>VI. Relevant Experience</p> <p>VII. Turnover of at least one year</p>
3.	Place of Purchase of Tender Document.	From the Office of Accounts Officer Revenue KWSB 1 <sup>st</sup> Floor Old KBCA building behind Civic Center Gulshan e Iqbal Karachi from 9 am to 1pm.
4.	Tender Fee	Rs. 1000/- Nonrefundable in shape of pay order in favor of KW&SB.
5.	Last Date of issuing Tender Documents	One day before the date of opening tender i.e. up to 7/06/2016.
6.	Date and time of Submission of Tender and Opening of Tender	8/06/2016, up to 2.00 pm and will be opened at 2.30 pm, same day (i.e. 08/06/2016).



7.	Bid Security	2% of quoted amount in shape of pay order / bank draft in favor of KW&SB.
8.	Place of Submission and Opening of Tender.	Office of the Deputy Commissioner Karachi West, Located at Habib Bank Chowrangi SITE Karachi
9.	Scope of Work	Improvement of Sewerage System in District West.
10.	Scope of funding	Under Special Initiatives Government of Sindh

**Note:**

- The Procuring agency may reject all or any bids subject to the relevant provision of SPP Rules-2010.
- The Bidder shall attach all evidence in compliance of the eligibility and minimum criteria already mentioned in the bidding documents.
- Tender / bidding documents may be downloaded from SPPRA Website
- Canvassing in Connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
- 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 and Venue.
- No tender shall be issued on the date of opening of tender

  
**SUPERINTENDING ENGINEER**  
**WEST, KW&SB**

**Copy to:**

1. Deputy Commissioner – Karachi West.
2. Director, SPPRA. GOS.
3. Chief Engineer (West), KW&SB
4. Chief Engineer (IPD), KW&SB
5. Director (IT), KW&SB
6. Director Design, KW&SB
7. Accounts Officer-Revenue, KW&SB
8. Accounts Officer (West), KW&SB
9. Office Copy

## ANNEXURE -II

### PROCUREMENT PLAN (NON DEVELOPMENT)

SUPERINTENDING ENGINEER (WEST)

KW&SB

S No	Fund Head	Name of Work and Break up	Allocated Funds and Break up for different locations / Sites	Items to be executed	Method of Procurement	Anticipated / Actual Date of Advertisement	Anticipated / Actual Date of Start	Anticipated / actual date of Completion	Remarks
1. 1	under special Initiatives by government of Sindh	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Mangopir Division Gadap West.	986930	As per BOQ	Single Stage	23/5/2016	-----	30/6/2016	
2. 2	under special Initiatives by government of Sindh	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Harbour Division Keamari West	985320	As per BOQ	Single Stage	23/5/2016	-----	30/6/2016	
3. 3	under special Initiatives by government of Sindh	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Maripure Division Keamari West	986930	As per BOQ	Single Stage	23/5/2016	-----	30/6/2016	
4.	under special Initiatives by government	Desilting Cleaning of Main Sewer lines of Different Dia through	986125	As per BOQ		23/5/2016	-----	30/6/2016	

	of Sindh	Winching Machine in different areas of Baldia Division West.						
5.	under special Initiatives by government of Sindh	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Mominabad Division Orangi West.	980490	As per BOQ	23/5/2016	-----	30/6/2016	
6.	under special Initiatives by government of Sindh	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of Orangi Division West	986125	As per BOQ	23/5/2016	-----	30/6/2016	
7.	under special Initiatives by government of Sindh	Desilting Cleaning of Main Sewer lines of Different Dia through Winching Machine in different areas of SITE Division West	983710	As per BOQ	23/5/2016	-----	30/6/2016	
8.	under special Initiatives by government of Sindh	Emergent Replacement sunk down portion of 12" dia Sewerline at Maripure Keamari Town.	958096	As per BOQ	23/5/2016	-----	30/6/2016	
9.	under special Initiatives by government of Sindh	Emergent Replacement Chocked eroded portion of 12" dia sewer line at Harbor Division Keamari Town.	966148	As per BOQ	23/5/2016	-----	30/6/2016	
10.	under special Initiatives by	Emergent Replacement unserviceable portion	951633	As per BOQ	23/5/2016	-----	30/6/2016	

	government of Sindh	of RCC Rubber Ring pipe in Manghopir Division Gadap District West							
11.	under special Initiatives by government of Sindh	Emergent Replacement of Unserviceable RCC rubber ring pipe in SITE Division District West.	970009	As per BOQ		23/5/2016	-----	30/6/2016	
12.	under special Initiatives by government of Sindh	Emergent Replacement of Unserviceable portions of main sewer lines in different places of Baldia Division District West.	991890	As per BOQ		23/5/2016	-----	30/6/2016	
13.	under special Initiatives by government of Sindh	Emergent Replacement of Unserviceable portion of RCC Rubber Ring Pipe in Mominabad Division Orangi District West.	984782	As per BOQ		23/5/2016	-----	30/6/2016	
14.	under special Initiatives by government of Sindh	Emergent Replacement of Unserviceable RCC rubber ring pipe in different locations of Orangi Division District West.	998421	As per BOQ		23/5/2016	-----	30/6/2016	



OFFICE OF THE  
COMMISSIONER KARACHI DIVISION  
KARACHI

4, Club Road, Karachi. Tel No. 99205607, 99205610 Fax 99205652  
e-mail: commissionerkarachi@gmail.com

NOTIFICATION

**SUBJECT: CONSTITUTION OF COMPLAINT REDESSAL COMMITTEE (CLAUSE-31) SPP RULES 2010 (AMENDED 2013) IN ALL DEPUTY COMMISSIONER, KARACHI OFFICES FOR ALL DEVELOPMENT PROGRAMMES FOR WHICH FUNDS ARE PLACED AT THE DISPOSAL OF DY. COMMISSIONERS KARACHI DIVISION.**

To comply the requirement under clause 31 of SPP Rules 2010, the following Complaint Redressal Committee (CRC) is constituted for all the subject mentioned procurement process:-

1.	Mr. Muhammad Aslam Khoso Additional Commissioner-I, Karachi	Chairman
2.	Deputy Commissioner (Concerned District)	Member
3.	Mr. S. Bashir Hussain Shah, Chief Engineer (Design & Contract Management), KMC	Member
4.	Additional Deputy Commissioner -I (Concerned District)	Member
5.	Rep. of Accountant General, Sindh	Member

**TOR:**

To act as guide line provided in Clause 31 of SPPRA Rules 2010(Amended 2013) if any complaint received from any aggrieved bidder.

Sd/=

[ASIF HYDER SHAH]

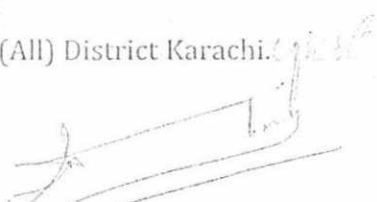
COMMISSIONER KARACHI DIVISION

No. CKD/Dir/PD&E/2016/347

Karachi Dated: 29/02/2016

**Copy to:-**

1. The Accountant General, Sindh, Karachi (with a request to nominate an Officer)
2. The Deputy Commissioner (All), Karachi
3. The Additional Deputy Commissioner-I, (All) District Karachi.
4. All Members of Committee.
5. Office File

  
[Engr. Syed Muhammad Shakaib]  
Director (PD&E)  
Commissionerate Karachi Division



**OFFICE OF THE DEPUTY COMMISSIONER**  
**KARACHI WEST**

Estate Avenue Road, Opp. Habib Bank, SITE, Karachi  
Deputycommissionerkarachiwesi@gmail.com  
No. DC (W)/KI 520 - I 2016, Karachi dated: 16-03-2016

**OFFICE ORDER.**

Pursuant to the letter No. LG(SO-V)-40-12/2015, dated 16.03.2016, regarding constitution of procurement committee and in view of the fact that different executing agencies will be carrying out development works under Community Development Program for Sustainable Development Goals-2015-16, following procurement committees headed by the undersigned are hereby formed:-

**1) DISTRICT MUNICIPAL CORPORATION, KARACHI WEST**

- |  |                  |
|--|------------------|
| i. Deputy Commissioner, Karachi West               | Chairman         |
| ii. Superintendent Engineer, DMC, Karachi West     | Member Secretary |
| iii. Executive Engineer, District Council, Karachi | Member           |

**2) ROAD & TRANSPORT, WORKS & SERVICE DEPARTMENT**

- |   |                  |
|---|------------------|
| i. Deputy Commissioner, Karachi West                            | Chairman         |
| ii. Superintendent Engineer DMC, Karachi West                   | Member           |
| iii. Executive Engineer, Road & Transport Works & Services Dept | Member Secretary |

**3) KARACHI WATER & SEWERAGE BOARD.**


- |  |                  |
|--|------------------|
| i. Deputy Commissioner, Karachi West                   | Chairman         |
| ii. Superintendent Engineer, KW&SB, Karachi West       | Member Secretary |
| iii. Executive Engineer, Orangi Zone DMC, Karachi West | Member           |

**4) DISTRICT COUNCIL, KARACHI**

- |  |                  |
|--|------------------|
| i. Deputy Commissioner, Karachi West                 | Chairman         |
| ii. District Engineer, District Council, Karachi     | Member Secretary |
| iii. Executive Engineer, SITE Zone DMC, Karachi West | Member           |

The functions & responsibilities of the procurement committees shall be as under Section-8 of SPPRA Rule-2010.

1. Preparing bidding documents
2. Carrying out technical as well as financial evaluation of the bids
3. Preparing evaluation report as provided in Rule-45
4. Award contract to the qualifying bidder as per SPPRA rules.
5. Perform any other function ancillary and incidental to the above.

  
[MUHAMMAD ASIF JAMEEL]  
DEPUTY COMMISSIONER  
KARACHI WEST

C.C.to:-

- 1) The Commissioner Karachi Division, Karachi.
- 2) The Secretary, Local Government Department, Government of Sindh, Karachi.
- 3) The Managing Director, Karachi Water & Sewerage Board, Karachi.
- 4) The Managing Director, SPPRA, Karachi.
- 5) The Administrator KMC, Karachi.
- 6) The Administrator DMC, West/ District Council, Karachi.
- 7) The Chief Engineer, Karachi Water & Sewerage Board, Karachi-West.
- 8) The Deputy Secretary (Staff) to Chief Secretary, Sindh Karachi.
- 9) PS to AC, PSD Department, Government of Sindh, Karachi.
- 10) PS to Secretary Finance Department, Government of Sindh, Karachi.





# **TENDER DOCUMENTS**

**DESILTING CLEANING OF MAIN  
SEWERLINES OF DIFFERENT DIA  
THROUGH WINCHING MACHINES IN  
DIFFERENT AREAS OF MOMINABAD  
DIVISION ORANGI WEST**

**KARACHI WATER & SEWERAGE BOARD**

Name of Work: - **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF MOMINABAD DIVISION ORANGI WEST**

**ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER**

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 SPPR 2010 (Amended 2013).

**Debarred Contractors bid cannot be accepted.**

# BIDDING DATA

- (a) Name of Procuring Agency \_\_\_\_\_
- (b) Brief Description of Work **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF MOMINABAD DIVISION ORANGI WEST**
- (c) Procuring Agency Address \_\_\_\_\_
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 5% of Bid amount
- (f) Period of Bid Validity      Days
- (g) Security Deposit (including Bid Security) 10%
- (h) Venue, Time and Date of Bid Opening  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (i) Deadline for submission of Bid along with time. \_\_\_\_\_
- (j) Time for completion from written order commence      Days
- (k) Liquidity damage Rs.      /- per day of delay
- (l) Bid issued to Firm M/s. \_\_\_\_\_
- (m) Deposit Receipt No. & Date \_\_\_\_\_

Amount: Rs. \_\_\_\_\_/=

Authority  Issuing Bidding Document

  
Executive Engineer (sew)  
KW&SB



**OFFICE OF THE EXECUTIVE ENGINEER ORANGI- SEW  
KARACHI WATER & SEWERAGE BOARD**

Estimate amount: - Item Rate basis  
 Time limit : \_\_\_\_\_ days  
 Penalty for delay: \_\_\_\_\_/- P/day  
 Tender Cost : \_\_\_\_\_/-  
 Date of Opening: \_\_\_\_\_

Name of Work **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA  
THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF  
MOMINABAD DIVISION ORANGI WEST**

S. No	Description of Work	QTY	Rate		Per Unit / Item	Amount in Rupees
			Rupees in Figures	Rupees in Words		
1.	Cleaning inside sewerage line completely restoring original silt free space / diameter of pipe line by labour and equipment (Mechanically and electrical driven) including accessories like pulleys rope buckets and dragging sizing from 6" to 18" dia . There "to end fro" pulling action (No of passes shall be as many as required) would be taken in two phases (First phase entire length) from downstream to up stream bringing down peak hours sewerage to flow inside sewerage pipe line (in free flow) as in second phase from up stream to down stream of entire length ensuring no silt is observed in bucket (6"dia to 18"dia) except only sewerage water and finally passing a steel ball of 12"dia lesser then the diameter of pipe but not exceeding 48"dia ball even for larger diameter of pipe to ensure perfect cleaning. The Job Includes all the ire cost of the equipment and accessories of above winching machines / devices along with engines with winching drum set having steel rope pulley mounted over it steel bucket for 6" to 18"dia hooks and other protection like safety barriers traffic signs traffic cones ensuring no damage to pipe along with ensuring safety to labor and other public property lives and removal silt / solid during desilting and clearance of ORANGI etc complete as per fully satisfaction of area engineers.					
	12" dia	3000			p/ft	
	15" dia	2000			p/ft	
	18" dia	1800			p/ft	
	24" dia	1500			P/ft	

Total Amount-Rs. \_\_\_\_\_ / =

*W. Jang*  
 Executive Engineer (Sew)  
 ORANGI, KW&SB

NOTE: - Contractor will abide all existing rules / terms & condition of SPPRA Rules-2010  
 I/We hereby Quoted an Amount of Rs. \_\_\_\_\_ on item rate basis.

In words ( \_\_\_\_\_ )

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

Address: \_\_\_\_\_

Cell No. \_\_\_\_\_

## 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 be 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:-

- (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.

*Alain*

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

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

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

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

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

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

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



**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 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 rectification/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 therefor.

**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 lying with the Engineer.

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

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

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

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

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

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

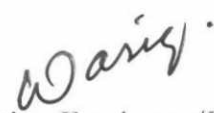
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable 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.

  
Divisional Accountant

**Contractor**

  
Executive Engineer/Procuring Agency



# **TENDER DOCUMENTS**

**DESILTING CLEANING OF MAIN  
SEWERLINES OF DIFFERENT DIA  
THROUGH WINCHING MACHINES IN  
DIFFERENT AREAS OF ORANGI DIVISION  
WEST**

**KARACHI WATER & SEWERAGE BOARD**



Name of Work: - **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF ORANGI DIVISION WEST**

## **ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER**

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 SPPR 2010 (Amended 2013).

**Debarred Contractors bid cannot be accepted.**

# BIDDING DATA

- (a) Name of Procuring Agency \_\_\_\_\_
- (b) Brief Description of Work **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF ORANGI DIVISION WEST**
- (c) Procuring Agency Address \_\_\_\_\_
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 5% of Bid amount
- (f) Period of Bid Validity \_\_\_\_\_ Days
- (g) Security Deposit (including Bid Security) 10%
- (h) Venue, Time and Date of Bid Opening \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (i) Deadline for submission of Bid along with time. \_\_\_\_\_
- (j) Time for completion from written order commence \_\_\_\_\_ Days
- (k) Liquidity damage Rs. \_\_\_\_\_ /- per day of delay
- (l) Bid issued to Firm M/s. \_\_\_\_\_
- (m) Deposit Receipt No. & Date \_\_\_\_\_
- Amount: Rs. \_\_\_\_\_/=



Executive Engineer (sew)  
KW&SB

Authority  Issuing Bidding Document



**OFFICE OF THE EXECUTIVE ENGINEER ORANGI- SEW  
KARACHI WATER & SEWERAGE BOARD**

Estimate amount: - Item Rate basis  
 Time limit : \_\_\_\_\_ days  
 Penalty for delay: \_\_\_\_\_/- P/day  
 Tender Cost : \_\_\_\_\_/-  
 Date of Opening: \_\_\_\_\_

Name of Work **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA  
THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF ORANGI DIVISION WEST**

S. No	Description of Work	QTY	Rate		Per Unit / Item	Amount in Rupees
			Rupees in Figures	Rupees in Words		
1.	Cleaning inside sewerage line completely restoring original silt free space / diameter of pipe line by labour and equipment (Mechanically and electrical driven) including accessories like pulleys rope buckets and dragging sizing from 6" to 18" dia . There "to end fro" pulling action (No of passes shall be as many as required) would be taken in two phases (First phase entire length) from downstream to up stream bringing down peak hours sewerage to flow inside sewerage pipe line (in free flow) as in second phase from up stream to down stream of entire length ensuring no silt is observed in bucket (6" dia to 18" dia) except only sewerage water and finally passing a steel ball of 12" dia lesser then the diameter of pipe but not exceeding 48" dia ball even for larger diameter of pipe to ensure perfect cleaning. The Job Includes all the ire cost of the equipment and accessories of above winching machines / devices along with engines with winching drum set having steel rope pulley mounted over it steel bucket for 6" to 18" dia hooks and other protection like safety barriers traffic signs traffic cones ensuring no damage to pipe along with ensuring safety to labor and other public property lives and removal silt / solid during desilting and clearance of ORANGI etc complete as per fully satisfaction of area engineers.					
	12" dia	3650			p/ft	
	15" dia	1500			p/ft	
	18" dia	1000			p/ft	
	24" dia	2000			P/ft	

Total Amount Rs. \_\_\_\_\_/=

*Wairiz*  
 Executive Engineer (Sew)  
 ORANGI, KW&SB

NOTE: - Contractor will abide all existing rules / terms & condition of SPPRA Rules-2010.

I/We hereby Quoted an Amount of Rs. \_\_\_\_\_ on item rate basis.

In words ( \_\_\_\_\_ )

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

Address: \_\_\_\_\_

Cell No. \_\_\_\_\_

## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or 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 wok, 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 exits:-
- (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:-
- (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.

*Wang*

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

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

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

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

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

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

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

### **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 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.
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- (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;
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**Clause -18: Financial Assistance /Advance Payment.**

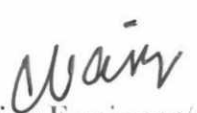
- (A) **Mobilization advance** is not allowed.
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Divisional Accountant

**Contractor**

  
Executive Engineer/Procuring Agency



# **TENDER DOCUMENTS**

**DESILTING CLEANING OF MAIN  
SEWERLINES OF DIFFERENT DIA  
THROUGH WINCHING MACHINES IN  
DIFFERENT AREAS OF SITE DIVISION  
WEST.**

**KARACHI WATER & SEWERAGE BOARD**

Name of Work: - **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF SITE DIVISION WEST.**

## **ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER**

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.
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11. Bid will be evaluated according to SPPR 2010 (Amended 2013).


**Debarred Contractors bid cannot be accepted.**

# BIDDING DATA

- (a) Name of Procuring Agency \_\_\_\_\_
- (b) Brief Description of Work **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF SITE DIVISION WEST.**
- (c) Procuring Agency Address \_\_\_\_\_
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 5% of Bid amount
- (f) Period of Bid Validity      Days
- (g) Security Deposit (including Bid Security) 10%
- (h) Venue, Time and Date of Bid Opening  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (i) Deadline for submission of Bid along with time. \_\_\_\_\_
- (j) Time for completion from written order commence      Days
- (k) Liquidity damage Rs. \_\_\_\_\_ /- per day of delay
- (l) Bid issued to Firm M/s. \_\_\_\_\_
- (m) Deposit Receipt No. & Date \_\_\_\_\_

Amount:

Rs. \_\_\_\_\_ /=

  
Executive Engineer (sew)  
KW&SB

  
Authority Issuing Bidding Document





OFFICE OF THE EXECUTIVE ENGINEERSITE- SEW  
KARACHI WATER & SEWERAGE BOARD

Estimate amount: - Item Rate basis  
Time limit : \_\_\_\_\_ days  
Penalty for delay: \_\_\_\_\_/- P/day  
Tender Cost : \_\_\_\_\_/-  
Date of Opening: \_\_\_\_\_

Name of Work **DESILTING CLEANING OF MAIN SEWERLINES OF DIFFERENT DIA THROUGH WINCHING MACHINES IN DIFFERENT AREAS OF SITE DIVISION WEST.**

S. No	Description of Work	QTY	Rate		Per Unit / Item	Amount in Rupees
			Rupees in Figures	Rupees in Words		
1.	Cleaning inside sewerage line completely restoring original silt free space / diameter of pipe line by labour and equipment (Mechanically and electrical driven) including accessories like pulleys rope buckets and dragging sizing from 6" to 18" dia . There "to end fro" pulling action (No of passes shall be as many as required) would be taken in two phases (First phase entire length) from downstream to up stream bringing down peak hours sewerage to flow inside sewerage pipe line (in free flow) as in second phase from up stream to down stream of entire length ensuring no silt is observed in bucket (6"dia to 18"dia) except only sewerage water and finally passing a steel ball of 12"dia lesser then the diameter of pipe but not exceeding 48"dia ball even for larger diameter of pipe to ensure perfect cleaning. The Job Includes all the ire cost of the equipment and accessories of above winching machines / devices along with engines with winching drum set having steel rope pulley mounted over it steel bucket for 6" to 18"dia hooks and other protection like safety barriers traffic signs traffic cones ensuring no damage to pipe along with ensuring safety to labor and other public property lives and removal silt / solid during desilting and clearance of site etc complete as per fully satisfaction of area engineers.					
	12" dia	3300			p/FT	
	15" dia	1500			p/FT	
	18" dia	1200			p/FT	
	24" dia	2000			p/FT	

Total Amount Rs. \_\_\_\_\_/=

Executive Engineer (Sew)  
SITE, KW&SB

NOTE: - Contractor will abide all existing rules / terms & condition of SPPRA Rules-2010.

I/We hereby Quoted an Amount of Rs. \_\_\_\_\_ on item rate basis.

In words ( \_\_\_\_\_ )

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

Address: \_\_\_\_\_

Cell No. \_\_\_\_\_

## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or 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 prorated 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:-
- (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 contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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

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

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

### **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 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 rectification/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 therefor.

**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 lying with the Engineer.

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

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

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

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



**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.

  
**Divisional Accountant**

**Contractor**

  
**Executive Engineer/Procuring Agency**



# **TENDER DOCUMENTS**

**EMERGENT REPLACEMENT SUNK DOWN  
PORTION OF 12" DIA SEWERLINE AT  
MARIPURE KEAMARI TOWN**

**KARACHI WATER & SEWERAGE BOARD**

Name of Work: - **EMERGENT REPLACEMENT SUNK DOWN PORTION OF 12" DIA SEWERLINE AT MARIPURE KEAMARI TOWN**

### **ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER**

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 SPPR 2010 (Amended 2013).


**Debarred Contractors bid cannot be accepted.**

# BIDDING DATA

- (a) Name of Procuring Agency \_\_\_\_\_
- (b) Brief Description of Work **EMERGENT REPLACEMENT SUNK DOWN  
PORIOTN OF 12"DIA SEWERLINE AT  
MARIPURE KEAMARI TOWN**
- (c) Procuring Agency Address \_\_\_\_\_
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 5% of Bid amount
- (f) Period of Bid Validity \_\_\_\_\_ Days
- (g) Security Deposit  
(including Bid Security) 10%
- (h) Venue, Time and Date of Bid  
Opening \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (i) Deadline for submission of Bid along  
with time. \_\_\_\_\_
- (j) Time for completion from written  
order commence \_\_\_\_\_ Days
- (k) Liquidity damage Rs. \_\_\_\_\_ /- per day of delay
- (l) Bid issued to Firm M/s. \_\_\_\_\_
- (m) Deposit Receipt No. & Date \_\_\_\_\_

Amount:

Rs. \_\_\_\_\_ /=

  
Executive Engineer (sew)  
KW&SB

  
Authority Issuing Bidding Document



**OFFICE OF THE EXECUTIVE ENGINEER  
KEAMARI- SEW  
KARACHI WATER & SEWERAGE BOARD**

Estimate amount: - Item Rate basis  
 Time limit : \_\_\_\_\_ days  
 Penalty for delay: \_\_\_\_\_/- P/day  
 Tender Cost : \_\_\_\_\_/-  
 Date of Opening: \_\_\_\_\_

Name of Work **EMERGENT REPLACEMENT SUNK DOWN PORTION OF 12" DIA  
SEWERLINE AT MARIPURE KEAMARI TOWN**

S. No	Description of Work	QTY	Rate		Per Unit / Item	Amount in Rupees
			Rupees in Figures	Rupees in Words		
1.	Dismantling and removal road mantling	1750			% of t	
2.	Excavation for pipe line in trenches and pits in all kind of soil murum i/c trimming and dressing sides to true alignment & shape leveling of beds of trenches to correct level & grade cutting joint holes & disposal of surplus earth with in a one chain as directed by Engineer Incharge. Providing fence guards, light flags and temporary crossings for non-vehicular traffic where ever required lift up to 5 ft (1.52m) and lead up to one chain. (30.5m) 0'-5'	10000			% of t	
3.	Add for Additional lift every 3' (5'-8')	6000			% of t	
4.	Add for Additional lift every 3' (8'-11')	5250			% of t	
5.	Providing laying RCC pipe with (Rubber Ring) joint and fitting in trench i/c cutting fitting and jointing with rubber ring i/c testing with water to specified pressure 12" dia	800			p/R t	
	15" DIA				p/Rt	
	18" DIA				p/R t	
	24" DIA				p/R t	
6.	Full hire charges of the pumping set per day including of wages of driver and	10			P/day	

	assistant fuel or electric energy plate forms required for placing pumps etc at lower pumping out water found at various depth from trenches including the cost of erecting and dismantling after completion of the job. Hire charges of pumping set up to 10-HP pumping out water from 15 feet deep trench.					
7.	Providing manhole 4' (inside) and 5' ft clear depth with CI frame (15 kg) cast in situ 1:2:4 in 9" thick wall 1:4:8 c/c in 6ft dia and 6" inch in foundation 1:2:4 c.c. in benching ½" thick cement plastering with 1:3 mortar on all inside wall surface of channel & benching i/c making required nos of main and branch channels, ¾ "dia bars MS foot ret @ 12" c/c including cost of excavation in all kind of soil backfilling and disposal of excavated stuff etc complete, as per design specification and instruction of the engineer Incharge.	18			Each	
8.	Extra depth beyond 5 ft for depth lesser than 5 ft deducted at same rate i/c CI footres of depth.	54			p/Ft	
9.	Making Connection with the existing Manholes including the cost of cutting holes in walls making them good in cement concrete 1:2:4 and making the required channel etc complete.	04			Each	
10.	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete. (as per quantity same item No. 1 & 2)	20268.13			%of t	
11.	Manufacturing and Supplying of 21"dia RCC Manhole cover cast in 1:2:4 cement concrete ratio (50% graded bajri and 50% crush) 3"deep at center reinforced with ½' dia M.S tor bars with 4" C/C welded to a 3/16" thick 2" wide M.S flat and two hook of 3/8" dia tor bars including compacting curing and transportation within 10 miles etc.	19			Each	
12.	Manufacturing and Supplying of RCC Ring Slabs of 21"dia 36" Outside dia 7".5" width and 6" thick, i/c 3/8" dia tor steel bars two concentric rings with 3/8" dia 8 Nos cross	19			Each	

	linked bars welded and two sunk type hooks coated in a 1:1-1/2:3 concrete with embedded 15Kg C.I frame in perfect position i/c transportation chamber for an average lead of 20Km per trip form costing yard to town office (A minimum of 25 slabs per trip will be transport					
13.	Shifting to the Keamari & fixing of 36" dia Ring slab in perfect position on damaged manhole i/c cutting of damaged portion of manhole in proper shape and laying of cement mortar of 2" thickness & disposal of debris.	19			Each	

Total Amount Rs. \_\_\_\_\_ / =

  
 Executive Engineer (Sew)  
 Keamari, KW&SB

NOTE: - Contractor will abide all existing rules / terms & condition of SPPRA Rules-2010.

I/We hereby Quoted an Amount of Rs. \_\_\_\_\_ on item rate basis.  
 In words ( \_\_\_\_\_ )  
 Signature of Contractor \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Cell No. \_\_\_\_\_



## Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or 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.

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- (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:-
- (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 contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

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

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

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

### **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 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 rectification/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 lying with the Engineer.



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

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

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

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

**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.

  
**Divisional Accountant**

**Contractor**

  
**Executive Engineer/Procuring Agency**