



Karachi Water & Sewerage Board
Office of the Executive Engineer, Scheme-33 (Sewerage) District Malir
Scheme-33 Gulshan-e-Iqbal Town, near Safari Park, Karachi
Cell # 0333-2404440

No: EE/Sch:33/Sew/KW&SB/SPPRA/2016-2017/13

DATED. 29-09-2016.

NOTICE INVITING TENDER THROUGH WEBSITE (ON ITEM RATE BASIS)

Sealed Tender is invited signal stage one Envelope System as per SPPRA Rule-2010 for the work mentioned below:-

Estimate Cost Below 1.00 Million

S.#	Name of Work	Detail
1.	Name of Work	CONSTRUCTION OF INTERMEDIATE MANHOLES 5'FT DIA ON 36" DIA PIPE LINE NEAR AYOUB VILLAGE UC-31, GUJRO SCHEME-33 (SEWERAGE). Estimate Cost. Rs.9,97,095/-
2.	Name, Adress & Phone No. DDO.	Executive Engineer, (Sew), Scheme-33 Gulshan-e-Iqbal Town, near Safari Park, Karachi. Cell No. 0333-2404440
3.	Eligibility of Firm/Bidder-	I. Minimum three 03years experience of relevant field. II. Turn over at least 2.5Million of last three years. III. Registration with federal Board of Revenue (FBR) for income Tax, sale Tax, in case of procurement of Goods with Pakistan Engineer Council (where applicable) Bidder/Contractor should having NTN/Registration with Sindh Revenue Board (SRB). IV. Any other factor deemed to be relevant by the procuring agency subject to provision of Rule-44 (However this clause shall not be applied by KW&SB on this instant case.
4.	Tender can be purchased.	In charge Revenue Accounts Section Finance Department KW&SB Head Office Annexy Building of KBCA at Civic Centre Karachi from 09:00 A.M to 05:00 P.M in any working day except the date of opening of the tender.
5.	Bid Security.	2% of quoted amount in shape of pay order/Bank draft from any schedule Bank of Pakistan in the favor of KW&SB must be accompanied with the Tender otherwise the Tenders shall be treated as invalid & rejected.
6.	Tender Fee.	Rs.1000/- in shape of Pay Order in favour of KW&SB (non refundable)
7.	Start Date of issuance of Tender / last date of issuance of Tender	w.e.f date of Hosting of NIT on SPPRA website up to a day before the date of opening of the Tender.
8.	Date of opening & submission of Tenders.	Tender will be submitted on <u>19-10-2016</u> at 2:00 P.M. and will be opened on the same date at 2:30 P.M.
9.	Un-responded. Tender will be again issued/submitted/opened on (2 nd Attempt).	Issue Date from 1 st day of hosting to <u>07-11-2016</u> Submission on <u>08-11-2016</u> at 2:00 P.M and will be opened at 2:30 P.M.
10.	Submission /opened Venue.	Tender will be opened by the Procurement Committee-I, at the office of the Director Design/Chairman, KW&SB at Director Design office Bloek-17, Gulshan-e-Iqbal, near COD Filter Plant, Karachi.
11.	Source of Funding / Cost.	Own Funds of KW&SB
12.	Scope of work.	For maintaining of Sewerage system in Scheme-33, Division.

Note.

- Tender and bidding documents can be seen & download from SPPRA website www.SPPRA.gov.pak.
- The participant must quote the rates both in words & figures along with telephone numbers, mobile numbers, postal address fax number must be mentioned in bids.
- If any inconvenient situation created in the city or Govt. will announce any holiday on opening date of tender shall be submitted/opened on next working day at same time & venue.
- The procuring agency may reject any bid to relevant provisions of SPPRA-2010 and may cancel the Bidding process at any time prior to acceptance of bid or proposal as per Rule-25 of SPPRA-2010.
- Conditional tender cannot be accepted.
- Bid must be in sealed cover and experience certificate for three year of similar nature of job turnover of at least last three years must be attached with the bid.
- Debarred Contractor bid cannot be accepted.
- In case of any required information regarding work to the concerned officer as per item No. 01 may be contacted or his office may be visited

KARACHI WATER & SEWERAGE BOARD



KARACHI WATER & SEWERAGE BOARD
 HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT
 PHONE NO. 021 - 99231464 - 021 - 99231463

No. KW&SB/SR. DIR./HRD&A/397

Dated 14th April, 2016

OFFICE ORDER

The Procurement Committee-I is re-constituted as per Rule-07 of Sindh Public Procurement Rules-2010, for performing the functions prescribed in Rule-08 of Rules ibid for the works for which evaluation report required to be hoisted on Sindh Public Procurement Authority as under:

Sr. No.	Nominee	Position in P C
1.	Director Design & Estimate	Convener / Chairman
2.	Superintending Engineer (Concerned)	Member
3.	Representative of D.G. (TS), KMC	Member
4.	Representative of Finance Advisor, KMC	Member
5.	A.O. / D.A.O. / A.A.O. (Concerned)	Member/Secretary

The office of the Director Design shall be headquarter for Procurement Committee-I.

The Concerned Superintending Engineer shall maintain the record of Procurement proceedings as required under Rule-9 of SPPRA-2010

This issues on the recommendation of Chief Engineer (IPD)/D.M.D (Planning) KW&SB and with the approval of Managing Director, KW&SB vide para 5/N.

① All S.E.s

② All District Account Officers

(2) ac (self file)

[Signature]
 SR DIRECTOR HRD
 KW&SB

DISTRIBUTION

1. Dy. Managing Director (TS) / C.E. (BT&D) / C.E. (WTR) KW&SB
2. Dy. Managing Director (Planning) / C.E. (IPD) KW&SB
3. Chief Engineer (W/S) KW&SB
4. Director Design & Estimate / Convener / Chairman Committee
5. All Members of the Committee.
6. Sr. Director (Finance) KW&SB
7. Director (IT) KW&SB
8. Director (I&C) M.D Sectt. KW&SB
9. Staff Officer to Vice Chairman, KW&SB
10. AD (LFA) KW&SB
11. AO (ESTT) KW&SB
12. AO (Budget) KW&SB
13. IAO-II KW&SB
14. Office Copy.
15. Master File.

Mr. Mansoor
 for circulation and
 circulate all concern
 D.A.O's. & record.

[Signature]
 14/4/16

c.c. to Managing Director, KW&SB



KARACHI WATER & SEWERAGE BOARD
HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT
PHONE NO. 021 - 32231464 - 021 - 32231463

No. KW&SB/D.M.D/HRD&A/019


Dated: 22-10-2015

OFFICE ORDER

With immediate effect, for compliance of Rule-51 of SPPR, A Complaint Redressal Committee (CRC) is constituted comprising of the following:

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

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


(Syed Shakel Ahmed)
Dy. Managing Director (HRD&A)
KW&SB

DISTRIBUTION

1. Dy. Managing Director (TS) KW&SB
2. Dy. Managing Director (Finance) KW&SB/Convener Committee
3. Dy. Managing Director (Planning) KW&SB
4. Chief Engineer, Korangi, KW&SB/Member/Secretary Committee.
5. Chief Engineer, Central, KMC/Member of the Committee.
6. Director Administration, KMC/Member of the Committee.
7. Divisional Accounts Officer (South) KW&SB
8. Director (IT) KW&SB
9. Director Personnel, KW&SB
10. Director Administration, KW&SB
11. AD (LFA) KW&SB
12. AO (ESTT) KW&SB
13. Office Copy.
14. Master File.

~~cc to Managing Director, KW&SB~~

OFFICE OF THE EXECUTIVE ENGINEER, SCH-33 (SEWERAGE)
KARACHI WATER AND SEWERAGE BOARD.

ANNUAL PROCUREMENT PLAN
(Work, Goods, & Services)

Financial year 2016-2017.

S.#	Description of Procurement	Quantity	Estimated	Estimate	Fund allocated	Source of	Proposed procurement	Timing of Procurements				Remarks.
		(Applicable)	cost Where applicable)	cost	cost	Agency (ADP / Non ADP)		1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
1.	Manufacturing & Supplying RCC manhole cover 21" dia Scheme-33.	-	-	-	35,00,000 BG: 5373-14	KW&SB	Website under Rule 17(i) of SPPRA	-	2 nd Qtr.	-	-	-
2.	Manufacturing & Supplying RCC Ring Slabs & Shifting of L.C. 28,29,30,31 Scheme-33.	-	-	-	32,00,000 BG: 5373-32	KW&SB	Website under Rule 17(i) of SPPRA	-	2 nd Qtr.	-	-	-
3.	Supply of Bamboos in Scheme-33.	-	-	-	15,00,000 BG: 5373-13	KW&SB	Website under Rule 17(i) of SPPRA	-	2 nd Qtr.	-	-	-
4.	Construction of intermediate manholes 5' on 36" dia pipe line near Ayoub Goth L.C.31 Sch-33	-	-	-	32,00,000 BG: No. 5373-32	KW&SB	Website under Rule 17(i) of SPPRA	-	2 nd Qtr.	-	-	-
5.	Cleaning Desilting RCC Sewer pipe line 36" dia at Ljwari River to near Ayoub Goth L.C-31 Scheme-33.	-	-	-	50,00,000 BG: No.5373-18	KW&SB	Website under Rule 17(i) of SPPRA	-	2 nd Qtr.	-	-	-
6.	Cleaning Desilting RCC Sewer pipe line 36" dia at near Sarfara to Racecourse L.C.30 Scheme-33	-	-	-	50,00,000 BG: No.5373-18	KW&SB	Website under Rule 17(i) of SPPRA	-	2 nd Qtr.	-	-	-
7.	Cleaning Desilting RCC Sewerage line 18" dia 12" dia at Metroville mallah to Liffy Store Block-1 L.C.28 Scheme-33	-	-	-	50,00,000 BG: No.5373-18	KW&SB	Website under Rule 17(i) of SPPRA	-	-	3 rd Qtr.	-	-
8.	Manufacturing & Supplying RCC manhole cover 21" dia Scheme-33.	-	-	-	35,00,000 BG: 5373-14	KW&SB	Website under Rule 17(i) of SPPRA	-	-	3 rd Qtr.	-	-
9.	Cleaning desilting RCC sewer pipe line 30" dia at near Rimjhim Tower to Gate No.5 Check Post Malir Cantt L.C-30 Scheme-33.	-	-	-	50,00,000 BG: No.5373-18	KW&SB	Website under Rule 17(i) of SPPRA	-	-	3 rd Qtr.	-	-

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10.	Cleaning Desilting RCC Sewerage line 24" dia 18" dia at Fahad Square to Bismillah Center EC-29 Scheme-33	RCC	-	-	-	50,00,000	BG.No.5373-18	KW&SB	Website under Rule 17(i) of SPPRA	-	-	3 rd Qtr.	
11.	Construction of intermediate manholes 5' dia near Al Town EC-29 and near Absarabad EC-31 Scheme-33	-	-	-	-	32,00,000	BG.No.5373-32	KW&SB	Website under Rule 17(i) of SPPRA	-	-	3 rd Qtr.	
12.	Supplying of Bimhoos in Scheme-33 for the financial year 2015-2016.	Bimhoos	-	-	-	15,00,000	BG.No.5373-13	KW&SB	Website under Rule 17(i) of SPPRA	-	-	-	4 th Qtr.
13.	Manufacturing & Supplying RCC manhole cover 21" dia Scheme-33.	Supplying	-	-	-	35,00,000	BG.No.5373-14	KW&SB	Website under Rule 17(i) of SPPRA	-	-	-	4 th Qtr.
	Reconstruction of RCC sewer pipe Line 30" dia at near Iqra City Isphani Road EC-29 Scheme-33	RCC	-	-	-		BG.No.5373-17	KW&SB		-	-	-	4 th Qtr.



EXECUTIVE ENGINEER
SCHEME-33 (SEW)
K.W&SB.

**OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE) SCHEME-33 DIVISION
KARACHI WATER & SEWERAGE BOARD**

**NAME OF WORK: - CONSTRUCTION OF INTERMEDIATE MANHOLES 5' FT DIA ON 36" DIA PIPE LINE
NEAR AYOUB VILLAGE UC-31, GUJRO SCHEME-33 (SEWERAGE).**

Quotation documents issued to _____

Est. Cost _____
Tender Fee, Rs. 1000 -
Time Limit, 30 Days
Penalty:- Rs. 1000 - Per day.

M/s. _____

Vide No. _____ Dated, _____

Item #	Description	Qty	Rate		Unit	Amount
			Rupees in Figures	Rupees in Words		
01	Providing manhole size 5ft inside and 15ft depth (for vehicular traffic) as per drawing, design and specification complete upto 15ft depth with 1:2:4 24" dia Cover and 1 cwt. C.I frame 3 8" dia M.S bars (0.25 cwt) in 12" thick 1:2:4 C.C wall on 8ft dia 6" thick 1:4:8 C.C bed in foundation 1/2" thick 1:3 cement plaster to all inside wall surface channel and bending etc i.e P.F 1/2" M.S perfect rest @ 12" C.C and making requisite number of main and branch channels i.e cost of excavation of all kinds of soil back filling and disposal of stuff etc complete.	15 Nos			Each	
02	Add: or deduct for extra / less depth than 15ft of 5' dia manholes.	(-)/12.0ft			P.F.I	
TOTAL: -						



Executive Engineer (Sew)
Scheme-33, K.W.&.S.B

Hereby Amounting to Rs. _____ (in word) _____

Signature & Stamp of the Contractor _____

Address: _____

Evaluation Criteria of the tender upto 2.5 million.

1. Contractor having NTN and copy must be available with tender in case of supply item the GST registration must be available water tender.
2. The Pay order of bid Security as mentioned in NIT and must be available with tender.
3. Experience certificate of similar nature of job must be available with the tender.
4. Similar nature of Bidding Document from upto 2.5 million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the tender can not be accepted.
5. Rate must be quoted in figure & words by contractor.
6. Bid shall be properly signed by contractor with stamped, address and contact No.
7. If the estimate are based on Sch.2012 and premium can be allowed within allowable limit .
8. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be concenter.
9. Conditional bid cannot be accepted.
10. Bid must be submitted in sealed cover.
11. Debarred contractors bid can not be accepted
12. Experience certificate for 3 year of similar nature of job turn over of at least last three year must be attached with the bid.
13. Contractor must be registered in Sindh revenue board.

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.

(B) In case of item rates, if there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.

(C) Where there is a discrepancy between the amounts in figures and in words, amount in words will govern.

BIDDING DATA

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

- (a). Name of Procuring Agency: KARACHI WATER & SEWERAGE BOARD
- (b). Brief Description of Works: CONSTRUCTION OF INTERMEDIATE MANHOLLS 5 FT DIA ON 36" DIA PIPE LINE NEAR AYOUB VILLAGE UC-31, GUJRO, SCHEME-33 (SEWERAGE).
- (c). Procuring Agency's Address:- Office of the Executive Engineer, (Sew), Scheme-33 Gulshan-e-Iqbal Town, near Safari Park, Karachi.
- (d). Estimate Cost:- Rs.9,97,095/-.
- (e). Amount of Bid Security:- 2% (Fill in lump sum amount or in % age of bid amount / estimate cost, but not exceeding 5%).
- (f). Period of Bid Validity (Days): - 90 Days
- (g). Security Deposit:- (including bid security):- 10%
(in % age of bid amount / estimate cost equal to 10%)
- (h). Percentage, if any, to be deducted from bills:- 8%
- (i). Deadline for Submission of Bids alongwith time:- 19-10-2016 at 2:00 PM.
- (j). Venue, Time and Date of Bid Opening:- Director (D&E), situated at Block-17 Gulshan-e-Iqbal near COD Filter Plant, Karachi on
19-10-2016 at 2:30 PM.
- (k). Time for Completion from written order of commence:- 30 Days
- (l). Liquidity damages:- 1000/- Per Day (0.05 of Estimate Cost or Bid Cost per day of delay, but total not exceeding 10%).



Executive Engineer, (Sew), Scheme-33, Division

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 his 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 (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 made copies of the specifications, and of all such designs, drawings, and instructions 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 15% on the same conditions in all respects on which he agreed to do them.

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 essential and it may be accepted or made use of; it shall be within the 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 reasonable times have access to the site for supervision and inspection of work 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;

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 retentions 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 imper materials/quantities anticipated to be consumed/utilized on the work a period of three months from the date of issue of secured advance 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 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 an consumption basis, but not later than period more than three months (even if unutilized).

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

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

Contractor

Executive Engineer/Procuring Agency

Summary of Bill of Quantities.

Cost of Bid Amount

1. (A) Cost based on Composite Schedule of Rates.

2. (B) Cost based on Non-Offered Schedule of Rates.

TOTAL COST OF BID (C) = Total (A) + Total (B)



Contractor

Executive Engineer / Procuring Agency.