

KARACHI METROPOLITAN CORPORATION ENGINEERING DEPARTMENT

Office of the Director General (Technical Services). KMC Plot No.512 JM, New M.A. Jinnah Road near Islamia College Karachi Phone. 021-99230951 E-mail. cm.ed.kmc.@ gmail.com

No. Dy.Dir(Works)/ED/KMC/ 462 /17

Dated:- 11/09/2017

Through Website of SPPRA & KMC

Tenders in sealed covers are invited on Offer Rate Basis through single stage one envelope method for the following works from the reputable and experienced firm / contractr having NTN certificate, valid Professional Tax certificate, Registered with Sindh Revenue Board and statement of turnover at least 3 years.

Tender	Name of Scheme	Estimated	Bid	Tender
Reference No.		Cost	Security	Cost
KMC/CM/ED/ 02/2017-18	Hiring of Pump Motor Sets with Transport for Under passes of KMC (Central), Karachi.	Rs.9,00,000/=	Rs.18,000/=	Rs.2,500/=

Tender schedule shall be as follows:

	SCHEDULE	SCHEDULE DATE & TIME VENUE				
1.	Receiving of Application & Issuance of Tender.	From 19-09-2017 to 03-10-2017 During Office Hours	Office of Director Accounts, Engineering Department, KMC Plot No.512 JM, New M.A. Jinnah Road near Islamia College Karachi.			
2.	Dropping of Tender.	up to 04-10-2017 2:00 P.M	Chief Engineer (E&M), KMC Plot No.512 JM, New M.A. Jinnah Road near Islamia College Karachi.			
3.	Opening of Tender.	04-10-2017 At 2:30 P.M	As above			

TERMS & CONDITIONS.

- In case due to any reason, if the tenders are not responded on the above date, the next date of submission and opening will <u>20-10-2017</u> and the tender documents will be available for sale up to <u>19-10-2017</u> at the same time and venue as mentioned above.
- 2. The tender documents will be issued to the contractor on submission of written request on letter head and on payment of non-refundable cost of tender price through pay order from any schedule Bank in favor of KMC. Bid Security in shape of pay order / bank guarantee from any schedule Bank in favor of KMC as mentioned above should be enclosed with the bid otherwise the tender will be rejected. No tender will be sold on the tender opening date.
- 3. In Case the date of opening or last date of sale is declared as public holiday by the Government or non working day due to any reason, the next official working day shall be deemed to be the date of sale and submission and opening of tenders accordingly. The time and venue shall remain the same.
- 4. The total bid amount as well as the rates of items must be filled both in figures and words and in case any correction made by the contractor himself then each correction must be initialed by the Contractor, otherwise the tenders are liable to be summarily rejected.

5. Substantial Responsive Bid:

Only those bids, which comply with each eligibility criteria as well as minimum qualification criteria attached with the tender documents shall be declared substantially responsive bids at the time of tender opening and will be eligible for further evolution, otherwise the same will be declared as non-responsive / rejected.

- 6. The bidder is required to submit the above information, the signed evidence against evaluation criteria along with their bids. However Joint venture between two or more firms is allowed subject to compliance of conditions of stipulated rules of PEC.
- If any fake documents are found then the tender is liable to be rejected/cancelled with out any compensation and with penalty as per rules.
- Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
- 9. If a bidder submits a seriously unbalanced bid then he may be required to deposit extra performance security to a level sufficient to protect the procuring agency against financial losses, failing which the submitted bid will be rejected or bid security be forfeited as deemed appropriate by KMC.
- 10. Bid Security of the unsuccessful bidder shall be released once the contract has been finalized with the successful bidder or the validity period has expired.
- 11. The procuring agency may reject all or any bid subject to the relevant provisions of SPPRA Rules 2010.
- 12. The conditions of contract are available on KMC website (www.karachicity.gov.pk).

Deputy Director Works
Engineering Department, KMC.

Not to be Published

Director (CB)SPPRA, GOS.

With the request to upload on the SPPRA's website (Copies of BOQs, Bidding Data (duly filled) procurement plan for the year 2016-2017 of each work and Standard Bidding Documents are also enclosed in soft copy (CD), along with pay order No No.11460692 dated 24-08-2017 amounting to Rs.2,000/= issued by Habib Metropolitan Bank Ltd, Karimabad Branch, Karachi in favor of Director (A&F), SPPRA. Director (I.T)Computer Section, KMC.

With the request to upload on the KMC's website.

- 1. D.G(TS), KMC.
- 2. Director Engineering Design & CM), KMC.
- 3. Superintending Engineer(Concerned).
- Director (Accounts)E.D, KMC.

KARACHI METROPOLITAN CORPORATION ENGINEERING DEPARATMENT



Tender Reference No.KMC/CM/ED/ 02 /2017-18

BILL OF QUANTITIES

HIRING OF PUMP MOTOR SETS WITH TRANSPORT FOR UNDER PASSES OF KMC (CENTRAL), KARACHI.

NOTE:

The Condition of contract will be available on KMC website (www.karachicity.gov.pk).

Estimate Cost: -

Rs.9,00,000/=

Bid Security: -

Rs.18,000/=

Tender Cost: -

Rs.2,500/=

BIDDING DATA

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

Name of Procuring Agency: Karachi Metropolitan Corporation(KMC). a) **Brief Description of Works:** Hiring of Pump Motor Sets with Transport for b) Under passes of KMC (Central), Karachi. Procuring Agency Address: Plot No.512 JM, New M.A. Jinnah Road near c) Islamia College Karachi. **Estimated Cost:** Rs.9,00,000/= (Tender Cost Rs.2,500/=) d) e) Amount of Bid Security: Rs.18,000/= (2%)f) Period of Bid validity(days): 90 days. Security Deposit (Including bid security): 10% of the total cost (2% of bid amount plus g) 8% from the bill). Percentage, if any, to be deducted from bills: 8% h) Deadline for submission of bid along with i) As per NIT Venue, Time and date of bid Opening: Chief Engineer (E&M), KMC Plot No.512 JM, New j) M.A. Jinnah Road near Islamia College Karachi 04-10-2017 at 2.30 P.M. Liquidity damages: Rs.2,500/= per day k) Single Stage One Envelope Method. I) Method of Procurement:

Deposit Receipt No Date & Amount:

MINIMUM QUALIFICATION / ELIGIBILITY CRITERIA

The evidence / documents of the following minimum qualification / eligibility criteria will be checked during opening process of tender & if anyone is missing then the tender will be summarily rejected at the moment by the tender opening committee.

Eligibility / Minimum Qualification Criteria:

i) NTN Certificate.

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- ii) Valid Professional TAX.
- iii) Registered with Sindh Revenue Board.
- Statement of Turnover at least 3 years with minimum amount of Rs.1.0 Million.
- v) Having minimum Experience of 3 years in relevant field.
- vi) Bid Security, as mentioned in the NIT & Bidding Documents, is furnished.
- vii) Proof of previous experience of works of similar nature.

Signature of the Bidder with Stamp

KARACHI METROPOLITAN CÖRPÖRATIN ENGINEERING DEPARTMENT

Subject:-

HIRING OF PUMP MOTOR SETS WITH TRANSPORT FOR UNDER

PASSES OF KMC (CENTRAL), KARACHI.

Estimated Cost: Rs.9,00,000/=
Earnest Money: Rs.18,000/=
Tender Cost: Rs.2,500/=

S.No.	DESCRIPTION	QTY	UNIT	Rate (in figure)	Rate (in figure)	AMOUNT
1.	Hiring charges for de-watering pumps t deal with rain emergency or such type of emergent work as per following specifications need and requirement.	10	No	O/R		
i)	5 HP compact type mono block complete with suction and discharge pipe, rope to hold and manage water level and electric cable with control switch.	15	Day	O/R		
ii)	Transportation for the movement preferably Suzuki Pik-up for shop to site and site to site.					
iii)	Operators in two shifts (one skilled operator labor) timing 24 hours till					
iv)	completion of task. May be extended according to the lengthy of rainy season / rain					
v)	emergency. Location place of operation. a) Liaquatabad Underpass. b) Nazimabad Underpass. c) Gharibabad Underpass. d) Sohrab Goth Underpass. e) Golimar Underpass.					

KARACHI METROPOLITAN CORPORATION ENGINEERING DEPARTMENT

HIRING OF PUMP MOTOR SETS WITH TRANSPORT FOR UNDER PASSES OF KMC (CENTRAL), KARACHI. **Estimated Cost:-**Rs. 9,00,000/= Bid Security:-Rs. 18,000/= Tender Cost: -Rs.2,500/=I / We hereby quoted as follows: (Rupees The total amount is Rs. (in Figure) (In Words) for complete job. I / We have attached a pay order bearing No. dated issued from amounting to Rs. as per NIT. (Name of Bank) Completion Time: 15 Days Penalty per day: Rs. 2,500/= Note: All rates quoted including the total amount of the bid shall be in figures & words (both). All corrections / overwriting shall be clearly re-written with initials & duly stamped by the bidder. • The bid shall be properly signed, named & stamped by the authorized person of the firm and authorization letter for signatory shall be enclosed with the tender by the authorized Person, if other than the signatory of the firm. All prevailing rules regarding condition of contract will be applicable. Signature of the Contractor with Stamp Address:

Checked By:-



KARACHI METROPOLITAN CORPORATION ENGINEERING DEPARTMENT

No.Dy.Dir/Works/Engg/KMC/QQ.2.../ 2017

26th April, 2017

NOTIFICATION

Subject:

MODIFICATION IN THE PROCUREMENT COMMITTEE FOR THE SCHEMES FUNDED BY KMC FOR E&M WORKS

With the approval of Director General (Technical Services) KMC, the Procurement Committee of the Engineering Department, KMC for E&M works is hereby modified as under:-

 Mr. Shafi Muhammad Chachar, Chief Engineer (E&M) KMC

Chairman

 Mr. Nayab Saced Khan, Director Accounts Engg. Department, KMC

. Member

Muhammad Naveed Izhar,
 Superintending Engineer T.E.B., KDA

Member (Outside KMC)

Deputy Director Works Engineering Department, KMC

Copy to:-

- 1. Director General (Technical Services) KMC
- 2. Superintending Engineers, Engineering Department, KMC (all)
- 3. Director Accounts, Engineering Department, KMC
- 4. Committee Members (all)
- 5. Office Copy

NOTE SHEET (01)

Subject:

MODIFICATION IN THE PROCUREMENT COMMITTEE FOR THE SCHEMES CARRIED OUT BY THE ENGINEERING KMC FOR E&M WORKS

It is stated that a Procurement Committee was constituted which was modified from time to time due to transfer / posting and retirement etc of the concerned officers of the KMC, Lastly, a Procurement Committee for E&M works was constituted under the chairmanship of Chief Engineer (E&M) KMC which is also needed to be modified as under:-

1. Mr. Shafi Muhammad Chachar, Chief Engineer (E&M) KMC

Chairman

2. Mr. Navab Saeed Khan, Director Accounts Engg. Department, KMC

..... Member

3. Muhammad Naveed Izhar, Superintending Engineer T.E.B., KDA

Member (Outside KMC)

The case is submitted for favour of approval, please, Draft notification is also put for kind perusal before issue.

Dy: Director Works Engg Deptt. KMC

Director Engineering Design, KMC

Director General (TS) KMC

DED 26/4/17



KARACHI METROPOLITAN CORPORATION OFFICE OF THE EXECUTIVE ENGINEER (CM) ENGINEERING DEPARTMENT

No. EE/CM/Engg. Dept/KMC/ 7/8 /15

Dated: 03 - 12 + 15

MODIFICATION

The Complaint Redressal Committee constituted under Rule 31 of SPP Rues 2010 and notified vide No.DO(CM)/W&S/CDGK/357/10 dated 01-12-2010 has been modified as under in accordance with the re-designation of posts under notification No.Secy/Admin/KMC/2011/113 dated 24-11-2011endorsed by Director General (TS), KMC vide No.DG(TS)/KMC/265/2011 dated 09-12-2011.

Director General(TS), KMC

Director(Planning) F&P, KMC

Chief Engineer (CM) Engg. Deptt.KMC.

An independent professional from the relevant field. Concerning the procurement progress in question to Be nominated by the head of procuring agency.

(as per approval by the Competent Authority time to time

& case to case basis)

Director Accounts, Engg. Deptt. KMC.

Member

Chairman

Member/Secretary

Member

Member

Executive Engineer (CM) Karachi Metropolitan Corporation

Copy to:-

All members

C.C. TO:-

- 1. Director General (TS), KMC
- 2. Financial Advisor, KMC
- 3. Chief Engineer (All), KMC
- 4. Secretary to Administrator, KMC.
- 5. PS to Metropolitan Commissioner, KMC
- 6. SPPRA.

2017-2018

اچىل معادف سال كزشت	منقور شده میزانیه	رِّيم شده فخينه	براني .	الفصيل ،	4		UDGE	
2015-2016	مال روان 2016+2017	سال روان 2016-2017	2017-2018		ر د يلي مد	Main	Sub	As
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}	100,000	100,000	100,000	(i) فرنیچر کی فریداری		101	₂ 010	001
94,000	200,000	200,000	200,000	(ii) کمپیوٹر اور ڈفتر می سامان و آلات کی خرید ا ری		101	030	000
199,270	500,000	500,000	500,000	(iii) متفرق آلات کی خرید اری برائے میلیفون بورڈ		101	030	002
19,500	50,000	50,000	-	(iv) والركولر كى خريدارى	1	101	032	004
				(v) كونسل ميكريزيف ك PABX كاليك		101	032	004
	400,000		200,000	اور يولي ايس كى خريداري	11			
312,770	1,250,000	850,000	1,000,000	ميزان				
				ارین مرج اینڈ ریسکیو	XVIII 7-G			
	1.	1.5		16-06-00	, .			
	500,000	300,000	500,000	(۱) وفتری سامان و آلات و فرنیچر کی خریداری		101	030	00
	500,000	300,000	500,000	يزان			2	
1,688,778	34,075,000	22,400,000	84,800,000	کل میزان	_			
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	200,000	200,000	500,000	(۱) فرنجر کی فزیداری ا		101	010	00
	500,000	500,000	500,000	(ii) کمپیوٹر اور و فتری سامان کی خرید اری	1	101	030	00
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				اليكريكل اينڈ ميكينيكل	XVIII 8-A1			
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	500,000		500,000	(١) اسفالت پلافت کی تجدیدو تنصیب	10	101	020	00
		4 1 4		(ii) سؤكول اور عمارات كے لئے الكثر يكل وكمينيكل	170	101	043	00
1,000,000	15,000,000	3,000,000	10,000,000	سامان کی خرید اری				
157,300	1,500,000	500,000	1,000,000	(iii) پانی کے بمپوں اور الیکٹر ک موٹروں کی تبدیلی فراہی		101	043	00
96,300	100,000		100,000	(iv) واثر کو کر کی خرید اری		101	032	
1,253,600	17,100,000	3,500,000	11,600,000	ميزان				
1,253,600	17,800,000	4,200,000	12,600,000					

119 میزانیه برائے سال 2018–2017 محكمه جاتى كام (مصارف جاربيه)

مال روال		ميزاني	آفه ا			IDGE NT C	
00000	مال رواب	4	تفصيل	,	GKA	111 (1	JUE
2016-2017	2016-2017	2017-2018		ذیلی مد	Main	Sub	As
	,	Lal.	المجنوع				
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			13-00-00				i
6. 1	114					-	
1,000,000	1,000,000	1,000,000	(i) همچلونی گاژیون کی سالانه مر مت در یکی محال	4	610	631	001
1,000,000	500,000	1,000,000	(ii) برى گازيوں كى سالاند مر مت و هم يجه بھال		610	631	002
			(iii) ایتر کندَ بشترز در بفریجرینر و دیپ فریزر		610	601	000
1,500,000	1;500,000	1,500,000	اور واثر کولر کی سالانه مر مت و دیکھ بھال		9		
2,000,000	2,000,000	2,000,000	(iv) لفثول کی سالانه مر مت ودیکی بیمال		610	601	001
1,500,000	1,500,000	1,500,000	(v) جزیروں کی سالانہ مر مت و دیکیے بھال		610	601	002
			(vi) بلدیه عظمٰی کی مختلف عمارات میں بجل		610	611	000
5,000,000	2,000,000	5,000,000	کے کامول کی دیچہ بھال وسالانہ مرمت			T	
100,000	100,000	200.000	(vii) وفتری مشینوں کی مر مت ودیکی مجال		610	641	00
		,	viii) اسپتالول و ميٹرنيني جو مز ور ہائش شارات		610	601	00
50,000,000	10,000,000	40,000,000	بشمول اسناف کو ار فرزگی مرمت و دیکیے بھال				
3,000,000		3,000,000	(ix) آفیسرز، فلینس اور بنگوزگی مرمت ددیکی جمال		610	611	00
	-		(x) اسکولول اور دو کیشنل سینر کی مر مت در کیم جمال	E vo	610	601	00
3,500,000	3,500,000	5,000,000	(xi) منی کونسل بال کی شارات کی مرمت و دیکی بھال		610	601	00
5,000,000	1;000,000	3,500,000	xii) بلدیه عظمی کراچی کی ساجدگی مرست در یکی بیمال)	610	601	00
2,000,000	1,000,000	2,000,000	xiii) کلاک باورکی مرحت دو کیے جمال)	610	641	00
75,600,000	24,100,000	65,700,000	ميزان				
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ميزاند برائے سال 2017-2018

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منظور شده ميزانيه 23.26 فيزاني BUDGET GRANT CODE سال كزشة سال روان سال دوال Main Sub 2015-2016 2016-2017 2016-2017 2017-2018 فرانسپورٹ اینڈ کمیونیکیشن 1X-A-6 (i) گازیون کی مرمت در کھی بھال 150,000 150,000 611-000 95,000 (۱۱) د فتری مشینول کی مرمنت دو کید بحال 100,000 100,000 611 601 000 (۱۱۱) فريقك تتكنلز كما مرمث وريجه بهال 500,000: 611 000 500,000 (۱۷) انتر منی بس ژمینلز کی دیکھ بخال 1,500,000 1.500,000 601 001 (۱۶) کااین جی بول کی مرمت در تکی 3.000,000 3,000,000 3.000.000 511 501 002 3,433,564 غران (5,250,000 3,000,000 4,028,584 5,250,000 انثريرا تزايتأ الوسمنيث يروموثن 06-00-00 (i) گاژیوں کی مرمت ورکیے بھال 300,000 631 000 278.089 300,000 300,000 (11) وفتر في مشينول كي مر مت ود يكه بمال 200,000 200,000 200,000 641 000 7,000 500,000 500,000 ايران 500,000 285,089 ميز النامة اول تاريم... ٢ | 251,685,000 ميز النامة اول تاريم... ٢ 270,570,000 178,705,000 91,187,832

Market market

امل معادف مال مزفت	منقور شده میزانیه مال ردان	ترمیم شده تخیینه سال دوان	ميزاني ,	تغصيل	,	BL GRA	DGE NT C	
2015-2016	2016-2017	2016-2017	2017-2018		د يل د	Main	Sub	As
				اہم دیزی شاہر اہوں کی تعمیر وترتی	XIV-A-1	103	301	000
	250,000,000	80,000,000	250,000,000	13-01-00 (۱) انجائے جناتی دوڈ	12			
				(r) شاہراہ فیصل	1			
				(٦) نشرروذ	100			
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میزانیه برائے سال 2017-2018 تعیرات (تر تیاتی مصارف)

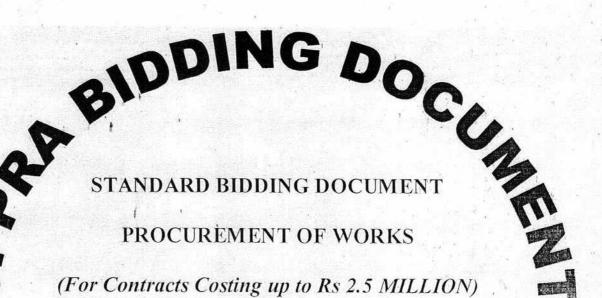
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		100,000.000		45,000,000	(٨) آلَىٰ أَنْ اور كَ تعير الصحال والمرتز قيال كام		103	411	008
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Standard Bidding Document is intended as a model for admeasurements (Percentage Rate/unit price for unit rates in a Bill of Quantities) types of contract. The main text refers to admeasurements contracts.

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 to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

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

- 6. 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, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Engine Bidding Documents).	eer/Procuring Agency before issuance of the
blading Documents).	
(a). Name of Procuring Agency	
(b) Brief Description of Works	
(b). Brief Description of Works	
(c).Procuring Agency's address:	
(d). Estimated Cost:-	The state of the s
(e). Amount of Bid Security:-	
or in % age of bid amount /estimated cos	t, but not exceeding 5%)
(f).Period of Bid Validity (days):	(Not more than sixty days).
(g).SecurityDeposit:-(includingbidsecurity)):
(in % age of bid amount /estimated cost equa	
(h). Percentage, if any, to be deducted from	n bills :
(i). Deadline for Submission of Bids along	with time :
(j). Venue, Time, and Date of Bid Opening	F
(k). Time for Completion from written ord	ler of commence: -
(L).Liquidity damages:-	(0.05 of Estimated Cost or Bid cost
per day of delay, but total not exceeding	ng 10%).
(m). Deposit Receipt No: Date: Amount:(i	n words and figures)
(Executive Engineer/Authori	ity issuing bidding document)

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.

- (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 for 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 contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded 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 incharge) 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

BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Item No	Quantities	Description of item to be execute site	ed at Rate	Unit Amour
1	2	3	4	.5 .6
		4 4 <u>4 4</u>	3 - 4	
	100			
w e	14.			
N. A. A.			3	

Amount TOTAL (a)		
% above/below on the rates of CSR.	Amount to be added/deduced Of premium quoted.	ted on the basis TOTAL (b
Total (A) = $a+b$ in words & figures:		

Contractor

(B) Description and rate of Items based on Market (Offered rates)

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amor Rup
		4			
. 1	1 2 12			. 7	
					- , -

Total (B) in words & figures:

Contractor

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

