



**TOWN MUNICIPAL CORPORATION (MALIR) KARACHI**  
MAIN YOUNUS, CHOWRANGI, LANDHI KARACHI

No. Procurement/Purchase /TMC/Malir/2025/18

Dated: 16-Dec, 2025

**NOTICE INVITING TENDER**

1. The Town Municipal Corporation, Malir Karachi, invites sealed tenders under on Composite Schedule of Rates (CSR) / Item Rate Basis or on Both from Interested Contractors / firms (List of works into be mentioned below/attached)

**List of Works**

S. No.	Name of Work	Estimated cost	Bid Security	Tender Fee	Time of Completion
		Rs.in Million			
1	Providing Boring at Different Graveyard of TMC Malir	Open Rate Approx 3 Million	5% of Estimated Cost / offered rate	2000/-	3 Months
2	Improvement of Park/Play Ground in Different Uc's Of TMC Malir	Open Rate Approx 3 Million	5% of Estimated Cost / offered rate	2000/-	3 Months

2. **Eligibility:** Valid Registration with Pakistan Engineering Council In relevant category and discipline (mention the category and discipline) Except for work costing upto Rs 2.5 million And 50 million
3. **Qualification:**

- (i) List of similar assignments with cost (mention number of projects) Under-taken over the past (2 or 3) years.
- (ii) Details of equipment's machineries and transport owned/leased/hired by firm/contractor
- (iii) Financial Statement (summary) and income tax return for the last (2 or 3) Years.
- (iv) List of litigation (if any) their nature and status/outcomes.
- (v) Affidavit that firm has never been black listed.

4. **Method of Procurement** (Mention the Method of Procurement i.e Single stage Single Envelop/Single Stage Two Envelop/Two Stage/Two Stage Two Envelop)

5. **Bidding/Tender Documents:**

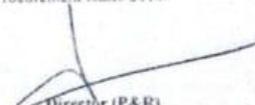
- (i) **Issuance:** Documents will be issued from date of publication to **31-Dec-2025** but not less than 15 days for NCBs inclusive starting and closing on **31-12-2025**, on payment of tender fee Rs.2000/- (Non refundable -mentioned against each item in the list).
- (ii) **Submission:** Last date will be **(31-12-2025 till 2:00 PM)**
- (iii) **Opening:** will be opened on same **31-12-2025 till 3:00 PM** of sub-mission of the bids.
- (iv) **Place (s) of issuance,** submission inquiries and opening will be:-  
Address : Office of the Purchase Department, TMC Malir situated at Main Younus Chowrangi, Landhi - Karachi  
Telephone No : 021-99333640  
E-mail Address : Admintmc@malir.gos.pk  
Fax No : 021-99333640
- (v) **Un-responded tender** will be again issued /submitted opened on following dates

**2<sup>nd</sup> Attempt:** (a) Issue Date: **17-12-2025** (b) Submission last date will be **02-01-2025** till 2:00PM & opening on **02-01-2025** till 3:00PM

6. **Funding Posting** (Mention the availability of funds and its source)

7. **Terms & Conditions.**

- a) Under following conditions bid will be rejected -
- (i) Conditional, electronic and telegraphic bids/tender: -
- (ii) Bids not accompanied by bid security of required amount and form;
- (iii) Bids received after specified date and time;
- (iv) Black listed firms
- (b) Bid validity period -(90) days (Insert number of days not more than 90 days for NCB and 120 days for ICB).
- (c) Procuring Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh public Procurement Rules 2010.

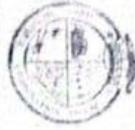
  
Director (P&R)  
TMC MALIR

**DIRECTOR (C.B) SPPRA, GOS**

With the request to please upload on the website of SPPRA as desired under Rule-11&12.

Copy to:-

1. The secretary, Local Government Department, Govt. of Sindh.
2. The Chairman, Town Municipal Corporation Malir, Karachi.
3. The Municipal Commissioner, TMC Malir, Karachi
4. The Procurement Committee Members of TMC Malir, Karachi



# Town Municipal Corporation Malir

(Annexure -A- II)

## ANNUAL PROCUREMENT PLAN 2025-2026 (Non-Development)

Sr. #	Name of work and Break up	Allocated Funds and Break up for different locations/sites	Item to be Executed	Method of Procurement	Anticipated/ Actual Date of Advertisement	Anticipated/ Actual Date of Start	Anticipated/ Actual Date of Completion	Remarks
a	b	c	d	e	f	g	h	i
1	Improvement of Park/Play Ground in Different UC's of T.M.C MALIR	3,000,000	Nil	Open Competitive Bidding Through SP/PCA Web Site	1-7-2025 to 30-6-2026	1-7-2025 to 30-6-2026 As per Requirement	1-7-2025 to 30-6-2026 As per Requirement	
2	Providing Booring at Different Graveyard of T.M.C MALIR	3,000,000	Nil	Open Competitive Bidding Through SP/PCA Web Site	1-7-2025 to 30-6-2026	1-7-2025 to 30-6-2026 As per Requirement	1-7-2025 to 30-6-2026 As per Requirement	

Director (P&R)  
T.M.C Malir

## **BIDDING DATA**

WORK NO 02

- (a) Name of Procuring Agency: TOWN MUNICIPAL CORPORATION (MALIR), KARACHI.
- (b) Brief Description of Works: Improvement of Park/Play Ground in Different Ue"s of TMC Malir
- (c) Procuring Agency's address: MAIN YOUNUS CHORANGI, TMC MALIR HEAD OFFICE KARACHI.
- (d) Estimated Cost. \_\_\_\_\_ Open Rate \_\_\_\_\_
- (e) Amount of Bid Security: \_\_\_\_\_ 5% Five Percent \_\_\_\_\_
- (f) Period of Bid Validity: \_\_\_\_\_ 90 Days \_\_\_\_\_
- (g) Security Deposit: - (i). (Bid security):- 5% of Contract/Sanction Amount  
(ii) 5% Retention money of bill amount will have deducted from Running Bill
- (h) Percentage, if any, to be deducted from bills: \_\_\_\_\_ 8% Income Tax \_\_\_\_\_
- (i) Deadline for Submission of Bid along with time. 31-12-2025 (1400 hours) \_\_\_\_\_
- (j) Venue, Time, And Date of Bid Opening: 31-12-2025 (1500 Hours) at the office of Purchase TMC  
Malir Head Office Main Younus Chorangi Karachi.
- (k) Time for Completion from written order of commence \_\_\_\_\_ 03 Months \_\_\_\_\_
- (l) Liquidity damages: \_\_\_\_\_ Rs: 1000/- Per Day \_\_\_\_\_  
(0.05 of Estimated Cost or Bid Cost Per Day of Daily, but total not exceeding 10%)
- (m) Deposit Receipt No: \_\_\_\_\_ Date: \_\_\_\_\_  
Amount in words & Figures: \_\_\_\_\_ Rs.1,000/- (Rupess One Thousand only) \_\_\_\_\_

  
Director (P&R)  
TOWN MUNICIPAL CORPORATION  
MALIR, KARACHI

## **BIDDING DATA**

WORK NO 01

- (a) Name of Procuring Agency: TOWN MUNICIPAL CORPORATION (MALIR), KARACHI.
- (b) Brief Description of Works: Providing Boring at Different Graveyard of TMC Malir
- (c) Procuring Agency's address: MAIN YOUNUS CHORANGI, TMC MALIR HEAD OFFICE KARACHI.
- (d) Estimated Cost: Open Rate
- (e) Amount of Bid Security: 5% Five Percent
- (f) Period of Bid Validity: 90 Days
- (g) Security Deposit: - (i). (Bid security):- 5% of Contract/Sanction Amount  
(ii) 5% Retention money of bill amount will have deducted from Running Bill
- (h) Percentage, if any, to be deducted from bills: 8% Income Tax
- (i) Deadline for Submission of Bid along with time. 31-12-2025 (1400 hours)
- (j) Venue, Time, And Date of Bid Opening: 31-12-2025 (1500 Hours) at the office of Purchase TMC Malir Head Office Main Younus Chorangi Karachi.
- (k) Time for Completion from written order of commence 03 Months
- (l) Liquidity damages: Rs: 1000/- Per Day  
(0.05 of Estimated Cost or Bid Cost Per Day of Daily, but total not exceeding 10%)
- (m) Deposit Receipt No: \_\_\_\_\_ Date: \_\_\_\_\_  
Amount in words & Figures: Rs.1,000/- (Rupees One Thousand only)

  
Director (P&R)  
TOWN MUNICIPAL CORPORATION  
MALIR, KARACHI

WORK NO 01

**QUANTITY OF BILLS**

Name of Work:

**Providing Boring at Different Graveyard of TMC MALIR**

Name of Agency

S.No	Qty	Items	Rate	Unit	Amount
1	200	Boring for the tube wail in all water bearing soils from grounds level upto 100ft or 30.50metre depth i/e sinking and with drawing of casing pipe (P.H.E.S No.N-1 P/128) 6' DIA		Fit	
2	200	Boring for the tube wail in all water bearing soils from grounds level upto 100 Ft to 200 Ft or 30.51 metre below ground depth i/e sinking and with drawing of casing pipe (P.H.E.S No.N-2 P/129) 6' DIA		Fit	
3	200	Boring for the tube wail in all water bearing soils from grounds level upto 200.1 Ft to 300 Ft or 60.01 to 91.50 metre to 61 depth i/e sinking and with drawing of casing pipe (P.H.E.S No.N-2 P/129) 6' DIA		Fit	
4	120	Supplying and installing PVC Strainers "B" class of approved design quality and make i/c necessary socket etc complete sinking and with drawing of casing (P.H.E.S No.9-c P/131) 6" DIA		Fit	
5	640	Supplying and installing PVC blind pipe "B" class of approved design quality and make i/c necessary socket etc complete sinking and with drawing of casing (P.H.E.S No.14-c P/131) 6" DIA		Per	
6	2	P/F Submersible pump 1.1 hp 2" dia complete stainless steel pump(unground) best quality nut bolt etc. i/c panel box(on/off switch) jas approved.		Each	
7	660	P/F Steel Shlling wire 1.4" dia rubber coated etc.		Fit	

B	64	Providing and laying upvc pipes of class "D" fixing in trench i/c cutting fitting and jointing with solvent cement i.e testing with water to a head of 122 meter of 400 ft.1 1/4" (P.H.E.S No.3-a P/11)		Fit	
9	720	Providing and laying 03 core pvc insulated 110/76 wire as approved etc.		Fit	

TOTAL	-
-------	---



Director (P&R)  
Town Municipal Corporation Matir

I am agreed for execution of above said work/Job at the \_\_\_\_\_ %  
above/below of S.R.

Contractor

WORK NO 02

**QUANTITY OF BILLS**

Name of Work:	Improvement of Park/Play Ground in Different UC's of T.M.C MALIR
Name of Agency	

S.No	Qty	Items	Rate	Unit	Amount
1	26,880	Supplying and spreading approved garden soil(Sweet earth) free from salt breaking clods and removing entire roots etc . From UC-01 to UC-08		Cft	
	11,648	Supplying and spreading of well decayed cow dung manure etc. From UC-01 to UC - 08		Cft	
2	600	Supplying of Neem Tree		Nos	
	600	Supplying of Gull Mohar		Nos	
3	2,500	Supplying of Mix Seasonal Plants		Nos	

<b>TOTAL</b>	-
--------------	---

Director (P&R)  
Town Municipal Corporation Malir

I am agreed for execution of above said work/Job at the \_\_\_\_\_ %  
above/below of S.R.

Contractor

**COST ESTIMATE**

Name Of Work:

**Providing Boring at Different Graveyard of TMC MALIR**

S.NO	ITEM	NO.	LENGTH	BREADTH	DEPTH	QUANTITY	AMOUNT
1	Boring for the tube wail in all water bearing soils from grounds level upto 100ft or 30.50metre depth i/e sinking and with drawing of casing pipe (P.H.E.S No.N-1 P/128) 6' DIA						
		2	100			= 200	
						Quantity	200
			200	@ RATE		Per	Fit
2	Boring for the tube wail in all water bearing soils from grounds level upto 100 Ft to 200 Ft or 30.51 metre below ground depth i/e sinking and with drawing of casing pipe (P.H.E.S No.N-2 P/129) 6' DIA						
		2	100			= 200	
						Quantity	200
			200	@ RATE		Per	Fit
3	Boring for the tube wail in all water bearing soils from grounds level upto 200.1 Ft to 300 Ft or 60.01 to 91.50 metre to 61 depth i/e sinking and with drawing of casing pipe (P.H.E.S No.N-2 P/129) 6' DIA						
		2	100			= 200	
						Quantity	200
			200	@ RATE		Per	Fit
4	Supplying and installing PVC Strainers "B" class of approved design quality and make i/c necessary socket etc complete sinking and with drawing of casing (P.H.E.S No.9-c P/131) 6" DIA						
		2	60			= 120	
						Quantity	120
			120	@ RATE		Per	Fit
5	Supplying and installing PVC blind pipe "B" class of approved design quality and make i/c necessary socket etc complete sinking and with drawing of casing (P.H.E.S No.14-c P/131) 6" DIA						
		2	100			= 200	
		2	120			= 240	
		2	100			= 200	
						Quantity	640
			640	@ RATE		Per	Fit

COST ESTIMATE							
Name Of Work:							
Providing Boring at Different Graveyard of TMC MALIR							
S.NO	ITEM	NO.	LENGTH	BREADTH	DEPTH	QUANTITY	AMOUNT
6	P/F Submersible pump 1.1 hp 2" dia complete stainless steel pump(unground) best quality nut bolt etc. i/c panel box(on/off switch )as approved.						
		2	1			=	2
							0
						Quantity	2
			2	@ RATE		Per	Each
7	P/F Steel Shlling wire 1.4" dia rubber coated etc.						
		2	3	110		=	660
						Quantity	660
			660	@ RATE		Per	Fit
8	Providing and laying upvc pipes of class "D" fixing in trench i/c cutting fitting and jointing with solvent cement i.c testing with water to a head of 122 meter of 400 ft.1 1/4" (P.H.E.S No.3-a P/11)						
		2	1	100		=	200
		2	1	120		=	240
		2	1	100		=	200
						Quantity	640
			640	@ RATE		Per	Fit
9	Providing and laying 03 core pvc insulated 110/76 wire as approved etc.						
		2	3	120		=	720
						Quantity	720
			720	@ RATE		Per	Fit

EST Amount	-
Add SRB 5%	-
NET AMOUNT Rs.	-
SAY AMOUNT Rs.	

  
**Director (P& R)**  
 Town Municipal Corporation Malir

**COST ESTIMATE**

Name Of Work:

**Improvement of Park/Play Ground In Different UC's of T.M.C MALIR**

S.NO	ITEM	NO.	LENGTH	BREADTH	DEPTH	QUANTITY	AMOUNT
<b>Non Shedule Item</b>							
1	Supplying and spreading approved garden soil(Sweet earth) free from salt breaking clods and removing entire roots etc .						
	UC-01	16	14	4	8	=	7,168
	UC-02	10	14	4	8	=	4,480
	UC-03	2	14	4	8	=	896
	UC-04	10	14	4	8	=	4,480
	UC-05	4	14	4	8	=	1,792
	UC-06	2	14	4	8	=	896
	UC-08	16	14	4	8	=	7,168
						Quantity	26,880
			26,880	RATE		Per	Cft
2	Supplying and spreading of well decayed cow dung manure etc.						
	UC-01	7	14	4	8	=	3,136
	UC-02	4	14	4	8	=	1,792
	UC-03	1	14	4	8	=	448
	UC-04	4	14	4	8	=	1,792
	UC-05	2	14	4	8	=	896
	UC-06	1	14	4	8	=	448
	UC-08	7	14	4	8	=	3,136
						Quantity	11,648
			11,648	@ RATE		Per	Cft
3	Supplying of Neem Tree						
		600	NOS			=	600
						Quantity	600
			600	@ RATE		Per	Cft
4	Supplying of Gull Mohar						
		600	NOS			=	600
						Quantity	600
			600	@ RATE		Per	Cft
5	Supplying of Mix Seasonal Plants						
		2500	NOS			=	2500
						Quantity	2500
			2,500	@ RATE		Per	Cft

Open Rate	-
Add SRB 5%	-
TOTAL AMOUNT Rs.	-
SAY AMOUNT Rs.	-

**Director (P & R)**

Town Municipal Corporation Malir



**TOWN MUNICIPAL CORPORATION (MALIR) KARACHI**  
**MAIN YOUNUS CHOWRANGI, LANDHI KARACHI**

REF: /TMC/M/336/2025

DATED: 04/07/2025

To

The Secretary,  
Local Government Department,  
Government of Sindh,  
Karachi.

PS TO SECRETARY LGD  
Subject: CONSTITUTION OF REDRESSAL COMMITTEE.

This office is going to host the N.I. T's of various important Works, Schemes of purchase in its area, in the large public interest.

It is stated that according to Rule No. 31 of S.P.P.R.A Rules 2010, Redressal of Grievances and settlement of Dispute from the head of procuring department is mandatory prior to hosting of any N.I.T.

In view of above, below mentioned officers are hereby recommended for nomination of Redressal Committee.

S.NO	Designation	Responsibility
01	Town Municipal Commissioner (BPS-19)	Chairman
02	District Account Officer (BPS-18)	Member/Secretary
03	Mr. Farooq S/o Muhammad Ali Internal Audit Officer Retired (BPS-17) District Municipal Corporation Malir Karachi	Member

CHAIRMAN  
TOWN MUNICIPAL CORPORATION  
MALIR, KARACHI

Copy forwarded for information to:-

1. The Regional Director Local Government Karachi
2. The Municipal Commissioner T.M.C Malir
3. The Senior Accounts Officer T.M.C Malir
4. The Additional Deputy Commissioner II District Malir Karachi
5. The Purchase Officer T.M.C Malir Karachi
6. The A.D.L.F.A District Malir Karachi
7. Office Copy

CHAIRMAN  
TOWN MUNICIPAL CORPORATION  
MALIR, KARACHI



**GOVERNMENT OF SINDH  
LOCAL GOVERNMENT & HTP DEPARTMENT**

Karachi, dated the 2<sup>nd</sup> September, 2025

**NOTIFICATION**

**O-V(LG)/45-08/2024:-** With the approval of the Competent Authority, Procurement Committee for Town Municipal Corporation Malir, District Malir, Karachi arising following members for purchases in the financial year 2025-26 is hereby constituted under Rule-7 & 8 of the SPPRA Rules, 2010 (Amended upto date):-

<b>DESIGNATION</b>	<b>POSITION</b>
Senior Account Officer, TMC Malir, Karachi	Chairman
Purchase Officer, TMC Malir, Karachi	Member
Additional Deputy Commissioner-II, District Malir, Karachi	External Member

The functions and responsibilities of procurement committee shall be as per Section 7 & 8 of SPPRA -2010 (Amended upto date):-

- i) Preparing bidding documents
- ii) Carrying out technical as well as financial revaluation of the bids;
- iii) Preparing evaluation report as provide in Rule-45 of SPPRA, 2010 (Amended upto date);
- iv) Making recommendations for the award of contract to the competent authority and
- v) Perform any other function ancillary and incidental to the above

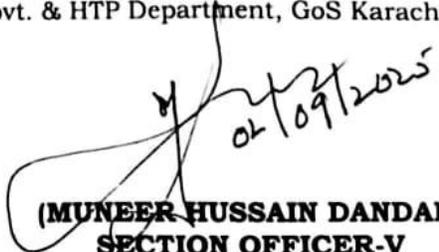
**-DR. WASEEM SHAMSHAD ALI-  
SECRETARY TO GOVT. OF SINDH**

**OV(LG)/45-08/2024:-**

**Karachi dated the 2<sup>nd</sup> September, 2025**

**A copy is forwarded for information:-**

- The Chairman / Town Municipal Commissioner, TMC Malir, District Malir, Karachi.
- The Director, Sindh Public Procurement Regulatory Authority, Karachi.
- The Regional Director, Local Government, Karachi Division.
- The Members (all).
- The Director, Local Fund Audit, Karachi.
- P.S. to Secretary, Local Government & HTP Department, GoS Karachi.
- P.S. to Special Secretary (LG), Local Govt. & HTP Department, GoS Karachi.
- P.S. to Additional Secretary (LG), Local Govt. & HTP Department, GoS Karachi.
- P.A. to Deputy Secretary (Admin), Local Govt. & HTP Department, GoS Karachi.
- Office Order File.

  
**(MUNEER HUSSAIN DANDAN)  
SECTION OFFICER-V**

# **SPPRA BIDDING DOCUMENT**

**TOWN MUNICIPAL CORPORATION MALIR  
STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

*(For Contracts (Small) amounting between Rs.2.5 million to Rs.50 million)*

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

*(For Contracts Costing up to Rs 2.5 MILLION)*

## **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.

## **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 contact 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**

