



# TOWN MUNICIPAL CORPORATION CHANESAR DISTRICT EAST

Goal Market SMCHS Block B Near Darwashiya Masjid TMC Chanesar Town

No. Dir/Parks/TMC/Chanesar/270/2026

Dated 12/03 /2026

**TENDER NOTICE**  
**THROUGH NEWSPAPER & WEBSITE OF EPADS**  
(As per SPPRA Rules-2010 (amended up to date)  
(Single Stage-Single Envelop Procedure)

According to SPPRA Rules (Amended up to date), the tenders are invited through E-Pak Acquisition and Disposal System (EPADS) for the following works (Single Stage-Single Envelop Procedure), from eligible & interested Contractors / Firms / Companies etc.

S. No	Name of Work	P.C Cost	5% Bid Security	Tender Cost
1.	REHABILITATION OF PARK NEAR BAB-E-KHYBER, CHANESAR GOTH UC-08 TMC CHANESAR DISTRICT EAST	29,97,500/-	05% Quoted Amount	3000/-

### Terms & Conditions

#### 1<sup>ST</sup> Schedule:

1. Tender Schedule shall be as follow

SCHEDULE	DATE & TIME	VENUE
1. Availability of Bidding Tender Documents	From 18/03/2026 To 02/04/2026 During 9:00 AM to 1 PM	The Bidding / Tender Documents Shall be downloaded from the Website of "EPADS" ( <a href="http://portalsindh.eprocurement.gov.pk">http://portalsindh.eprocurement.gov.pk</a> ) SPPRA Sindh
2. Submission of Bids / Tender and Deadline	03/04/2026 9:30AM	The Bids / Tender shall be uploaded on the website of "EPADS" ( <a href="http://portalsindh.eprocurement.gov.pk">http://portalsindh.eprocurement.gov.pk</a> ) SPPRA Sindh
3. Opening of Bids / Tenders & Venue	03/04/2026 10:00 AM	"Tender Opening Committee" in the Office of the Director (Parks) Department, TMC Chanesar District East

#### 2<sup>nd</sup> Schedule:

2. Un-responded tender will be again issued / submitted / Opened on following dates

SCHEDULE	DATE & TIME	VENUE
1. Availability of Bidding Tender Documents	From 06/04/2026 To 21/04/2026 During 9:00 AM to 1 PM	The Bidding / Tender Documents Shall be downloaded from the Website of "EPADS" ( <a href="http://portalsindh.eprocurement.gov.pk">http://portalsindh.eprocurement.gov.pk</a> ) SPPRA Sindh
2. Submission of Bids / Tender and Deadline	22/04/2026 9:30AM	The Bids / Tender shall be uploaded on the website of "EPADS" ( <a href="http://portalsindh.eprocurement.gov.pk">http://portalsindh.eprocurement.gov.pk</a> ) SPPRA Sindh
3. Opening of Bids / Tenders & Venue	22/04/2026 10:00 AM	"Tender Opening Committee" in the Office of the Director (Parks) Department, TMC Chanesar District East

03). The Bidders shall submit non-refundable cost of Tender Fees mentioned against each work through pay order from any scheduled bank of Pakistan in favor of TMC CHANESAR DISTRICT EAST, Karachi, before the opening of the bid / Tender and on submission of a written application. The Tender cost pay order should be prepared from Company's / Firms / Bidders Own Account.

## MANDATORY QUALIFICATION CRITERIA

- i. Registered with relevant Tax authorities (income Tax / Sales Tax) (where applicable).
- ii. Registered with Sindh Revenue Board.
- iii. Bank Statement of last 3 years.
- iv. Turnover and experience at least 3 years in the relevant field (at least 2 Nos. project) (04 Million).
- v. A firm is not Black listed / Debarred by any Procuring Agency otherwise the TMC Chanesar District East will disqualify the firm subject to Rule-30 of Sindh Public Procurement Rules-2010 (amended up to date. Affidavit that the firm is not black listed is required).
- vi. Any other factor deemed to be relevant by the TMC Chanesar District East subject to the Provision of Rule-44.
- vii. Each bid shall comprise One Single Envelope containing the financial proposal and required information as mentioned in Bidding documents.
- viii. All the received bids shall be opened and evaluated as prescribed in the Notice inviting tender or Bidding documents
- ix. Original paid up challan of professional Tax for the year 2023-24 is required.
- x. Proof of machinery owned / leased is required.

4). Only those Bids /Tenders which comply with each of Mandatory Qualification Criteria requirement as mentioned in the Notice Inviting Tenders should be attached with the tender document at the time of tender opening otherwise the bids / tenders will be declared as non responsive / rejected will not be eligible for further evaluation. All Clauses of Mandatory Qualification Criteria mentioned in tender / bidding documents have same priority and non-fulfillment of any of clause shall lead to bid rejection / disqualification.

5). The bidders must attach the documents mentioned in the Mandatory Qualification Criteria along with the tender documents that should Submitted on EPADS (<http://portalsindh.eprocurement.gov.pk>) with each tender participant.

6). In case of the Opening Date is declared as a public holiday by the Government, the bid will be opened on the next official working day at the same time.

7) The total bid as well as the rates in items must be filled both in FIGURE AND WORDS if any correction is made by the Contractor himself, then each correction must be initiated by the Contractor

8) The Bid Security shall be released to the un-successful bidders once the contract has been signed with successful bidder.

9) Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Contractors who resort to canvassing will be liable for rejection.

10). The Tenders can be Downloaded from Website of "EPADS" (<http://portalsindh.eprocurement.gov.pk>) SPPRA Sindh with tender fees mentioned as above by mail or by hand.

11). The Authority of TOWN MUNICIPAL CORPORATION Chanesar District East Karachi may ACCEPT or REJECT any or all tenders subject to the Provision of SPPRA Rules 2010 (Amended up to date).

  
**DIRECTOR (PARKS)**  
**TMC CHANESAR, DISTRICT EAST**

Director (CB) SPPRA, GOS

With a request to upload on the Website of EPADS (<http://portalsindh.eprocurement.gov.pk>) SPPRA Sindh (Authority)

### **Copy for information to:**

1. The Chairman TMC Chanesar District East Karachi
2. The Town Municipal Commissioner TMC Chanesar District East Karachi
3. Office Concerned

**ANNUAL PROCUREMENT PLAN  
(TOWN MUNICIPAL CORPORATION CHANESAR DISTRICT EAST)  
FINANCIAL YEAR 2026**

S.No:	Name of Scheme	Allocated Funds	Cost of ongoing works (Expenditure already incurred)	Funds earmarked for ongoing works	Cost of New Work (components)	Funds for new works (c-e)	Nature of Procurement	Method of Procurement	Anticipated/ Actual Date of Advertisement	Anticipated/ Actual Date of Start	Anticipated/ Actual Date of completion
a	b	c	d	e	F	g	h	i	j	k	l
	REHABILITATION OF PARK NEAR BAB-E-KHYBER, CHANESAR GOTH UC-08 TMC CHANESAR DISTRICT EAST	3.00 Million	-----	-----	2.9975 Million	3.00 Million	Works and Services	SPPRA Rule 15(b) & 16	In due course	In due course	In due course

*Handwritten signature*

**TOWN MUNICIPAL CORPORATION**  
**(CHANESAR DISTRICT EAST KARACHI)**



**Tender Reference No. 1.**

**VOLUME-II: BILL OF QUANTITIES**  
**(SINGLE STAGE ONE ENVELOPE METHOD)**

**REHABILITATION OF PARK NEAR BAB-E-KHYBER, CHANESAR GOTH UC-08 TMC**  
**CHANESAR DISTRICT EAST**

**P.C Cost: Rs. 29,97,500/-**  
**Bid Security: - Rs. 05% Quoted Amount**  
**Tender Cost: - Rs. 3000/-**

  
**DIRECTOR (PARKS)**  
**TMC CHANESAR DISTRICT EAST**

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Issue to M/s. \_\_\_\_\_ P.O. No. \_\_\_\_\_  
\_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_ Bank: \_\_\_\_\_

Signature & Stamp of Issuing Authority



## **EVALUTION CRITERIA**

### **Bid Opening Clarification and evaluation**

The Procuring Agency will open the bids, in presence of Bidders representatives who choose to attend at the time date and in the place specified in the Bidding Data.

The Bidder's Name, Bid Price, any discount the presence or absence of bid security, and such other details as the Procuring Agency as its discretion may consider appropriate will be announced by the Procuring Agency at the Bid Opening. The Procuring agency will record the minutes of the Bid Opening. Representatives of the Bidders who choose to attend shall sign the Attendance Sheet.

Any bid price or discount which is not read out and recorded at Bid Opening will not be taken in to account in the Evaluation of Bid.

To assist in the Examination, Evaluation and comparison of Bids the Engineering / Procuring Agency may at its discretion, ask the bidder for a clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought. Offered or permitted (SPP Rule-43)

a. Prior to the detailed evaluation, the Engineering / Procuring Agency will determine the substantial responsive bid is one which confirms to all the terms and conditions of the bidding documents without material documents. It includes terminating the requirements listed in the Bidding Data.

b. Arithmetical errors will be rectified on the following basis

If there is a discrepancy between the unit price and total price that is obtained by multiply the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the

Word and figures the amount in the works shall prevail. If there is discrepancy between the total bid price entered in the form of bid and the total shown in the schedule of prices summary the amount stated in the form of bid will be corrected by the Procuring Agency in accordance with the corrected schedule of price.

If the Bidders do not accept the corrected amount of bids his bid rejected and his Bid security forfeited.

A Bid Determined as substantially non-responsive will be rejected and will not subsequent be made responsive by the bidders by correction of the non-conformity.

Any minor in formality or non-conformity or irregularity in the Bid which does not constitute a material deviation (Major deviation) may be waived by procuring agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

#### **(A). Major (Material) Deviations include:**

- (i). has been not properly
- (ii). Is not accompanied by the bid security of required amount and manner
- (iii). Stipulating price adjustment when fixed price bids were called for.
- (iv). Failing to respond to specification
- (v). Failing to comply with mile-stones critical dates provided in the bidding documents
- (vi). Sub-contracting contrary to the conditions of contractor specified in bidding documents
- (vii). Refusing to bare important responsibilities and liabilities allocated in the bidding documents, such as performance Guarantees and insurance coverage:
- (viii). Taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures.
- (ix). A material deviation or reservation is one
  - (a). Which affect in any substantial way the scope, quality or performance of the works
  - (b). Adoption rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B) Minor Deviations.**

Bids that offer deviations acceptable to the procuring agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purpose only during the detailed evaluation process.

The Engineering / Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive as per requirements five hereunder, Bids will be evaluated for complete scope works. The prices will be compared on the basis of the Evaluated Bid price heron below.

**Technical Evaluation:** it will be examined in detail where the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidders data submitted with the bid in schedule B to Bid will be compared with technical features / criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the scope of work will also be reviewed.

**Evaluation Bid Price.**

In evaluating the bids the Engineer / Procuring Agency will determine for each bid in addition to the Bid price, the following factors (adjustment) in the manner and to the extent indicated below to determine the Evaluated Bid Price.

- (i). Making any correction for arithmetic errors hereof
- (ii). Discount, if any offered by the bidders as also read out and recorded at the time of bid opening
- (iii). Excluding Provisional sums and the provisions for contingencies in the Bill of Quantity responsive if any, but including Day Work, where period competitively.

**Financial Evaluation and Comparison of Bids.**

The TMC Chanesar will evaluate and compare only the bids determined to be substantially responsive in accordance with the rule.

If the bid of the successful bidders is seriously unbalanced in relation to the TMC Chanesar District East estimate of the cost of work to be performed under the contract, the TMC Chanesar District East may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstration the Internal consistency of those prices with the construction method and schedule proposed.

**Signature of Contractor**

  
**DIRECTOR (PARKS)**  
**TMC Chanesar District East**



## BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Procuring Agency

Town Municipal Corporation Chanesar District East

#### Brief Description of Works

REHABILITATION OF PARK NEAR BAB-E-KHYBER, CHANESAR GOTH UC-08 TMC CHANESAR DISTRICT EAST

#### 5.1 (a) Procuring Agency's address:

Office of the Director (Parks) Situated at Goal Market SMCHS Block B Near Darwashiyah Masjid TMC Chanesar District East

#### (b) Engineer's address:

Director (Parks), TMC Chanesar District East  
Address : Goal Market SMCHS Block B Near Darwashiyah Masjid TMC Chanesar

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (Insert required capabilities and documents)

- Financial capacity: (must have turnover of Rs10.00Million);
- Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
- Construction Capacity: (mention the names and number of equipment's required for the work).

12.1 (a). A detailed description of the Works, essential technical and performance characteristics.

(b). Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 **Amount of Bid Security:**  
05% Quoted Rate

14.1 **Period of Bid Validity:**  
90 Days

14.4 **Number of Copies of the Bid to be submitted:**  
One original.

14.6 **Procuring Agency's Address for the Purpose of Bid Submission:**  
The Bids / Tender shall be download on the website of "EPADS" (<http://portalsindh.eprocurement.gov.pk>)  
SPPRA Sindh

15.1 **Deadline for Submission of Bids:**  
Time: 09:30 AM, On: 03/04/2026

16.1 **Venue, Time, and Date of Bid Opening:**  
10:00 AM, On: 03/04/2026 at Office of the Director (Parks) TMC Chanesar, Karachi, at  
Goal Market SMCHS Block B Near Darwashiya Masjid TMC Chanesar District East.

16.4 **Responsiveness of Bids:**

- Bid is valid till required period
- Bid prices are firm during currency of contract/Price adjustment;
- Completion period offered is within specified limits,
- Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- Bid does not deviate from basic technical requirements and
- Bids are generally in order, etc.

\*Procuring agency can adopt either of two options. (Select either of them)

(a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 03 months.

(b) **Price adjustment contract:** In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

Director (Parks)  
TMC Chanesar District East

**TOWN MUNICIPAL CORPORATION CHANESAR DISTRICT EAST****BILL OF QUANTITIES**P.C Cost Rs. 29,97,500/-Earnest Money Rs. 05% Quoted AmountTime Limit: 90 DaysPenalty Per Day. 2000/-Validity Period. 90 DaysTender Cost Rs. 3000/-**SUBJECT: REHABILITATION OF PARK NEAR BAB-E-KHYBER, CHANESAR GOTH UC-08 TMC CHANESAR DISTRICT EAST****Description and rate of items based on Composite Schedule of Rates.**

S. #	Description of Work	Quantity	Rate	Unit	Amount
1	Dismantling cement concrete plain 1: 3: 6.	54	87.14	P/Cft	4679
2	Dismantling cement concrete plain 1: 2: 4.	188	133.08	P/Cft	24953
3	Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and straightening the same.	192	229.72	P/Cft	44106
4	Excavation in foundation of Building Bridges and other structures including dagbelling dressing,refilling around structure with excavated earth Watering and ramming lead upto 5 ft. , lead upto one chain (30 metre) and lift upto 5 ft. (1.5 metre). (b) In ordinary soil.	735	11.88	p/cft	8732
5	Carriage of 100 Cft/ 5 Tons of all material like stone, aggregate, spawl, coal lime, surkhi etc B.G Rail fastening points and crossing ridge, girders, pipes,sheets RailM.S Bars etc or 1000 nos: bricks 10" X 5" X 3" or 1000 Nos: tiles 12" X 6" X 2" or 150 Cft of timber or 100 Maunds of fuel wood by trucks or any other means owned by contractors. 10 Miles.	1168	1871.24	cft%	21,860
6	Providing and laying 1 : 3 : 6 Cement concrete solid Block masorany wall above 6" in thickness set in 1 : 6 cement mortar in G.F ground floor superstructure including raking out joints & curing etc, complete.	300	493.79	p/cft	148137
7	Cement plaster 1:6 upto 12' upto 20 ft heigh (b) 1/2" thick	1200	37.01	p/Sft	44412
8	Priming coat of chalk under distemper	1200	3.59	p/Sft	4308
9	Preparing the surface and painting with weather coat of approved make to old weather coat surface. 2nd & subsequent	1200	54.55	P/Sft	65460

10	Filling, watering and ramming earth under floor, with new earth (Excavated from outside) lift upto 5 ft and lead upto 10 miles including cost of earth.	2438	47.02	p/cft	114611
11	Providing and fixing iron steel grill using solid square bars of size 1/2" x 1/2" placed at 4" I/c and frame of flat iron patti of 3/4" x 3/4" I/c circle shape at 1-0 apart equivalent fitted with screws are pins I/c painting 3 coats with 1st coat of red oxide paint etc.	900	833.27	P/Sft	749943
<b>OPEN RATE</b>					
1	Providing & fixing best quality donkey pump and electric motor (JVAID MADE) or its equivalent with suitable pump with its all fitting inlet and outlet etc complete.	3		Each	
2	Providing & fixing best quality mono block semeins motor or its equivalent with suitable pump with its all fitting inlet and outlet etc complete.	3		Each	
3	Providing/ suppling and spreading sweet earth from approved source free from salt and rubbish and roots of the dead plants	2096		P.Cft	
4	Providing/ suppling and spreading cow dung from approved source breaking clods and preparing bed for the plantation purpose under the supervision of E/I.	1151		P.Cft	
5	Providing/ suppling and fixing of wooden benches pak arab made or equalent for two person sitting capacity under the supervision of E/I.	18		Each	
6	Providing/ suppling and fixing of mosaic benches for two person sitting capacity under the supervision of E/I.	15		Each	

\_\_\_\_\_ % above / below ..... Rs. \_\_\_\_\_

Add or deduction on Item No. \_\_\_\_\_

Item Based on Open Rate Rs. \_\_\_\_\_

Add 05% S.R.B Rs. \_\_\_\_\_

The total Amount is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
for the complete job for all schedule of rates & Open Rate

Checked By \_\_\_\_\_

Address \_\_\_\_\_

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

  
**DIRECTOR (PARKS)**  
**TMC CHANESAR DISTRICT EAST**

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

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

*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 Engineer/Procuring Agency before issuance of the Bidding Documents).

(a). **Name of Procuring Agency** \_\_\_\_\_

(b). **Brief Description of Works** \_\_\_\_\_

(c). **Procuring Agency's address:-** \_\_\_\_\_

(d). **Estimated Cost:-** \_\_\_\_\_

(e). **Amount of Bid Security:-** \_\_\_\_\_ (Fill in lump sum amount  
or in % age of bid amount /estimated cost, but not exceeding 5%)

(f). **Period of Bid Validity (days):-** \_\_\_\_\_ (Not more than sixty days).

(g). **Security Deposit:- (including bid security):-** \_\_\_\_\_

(in % age of bid amount /estimated cost equal to 10%)

(h). **Percentage, if any, to be deducted from bills :-** \_\_\_\_\_

(i). **Deadline for Submission of Bids along with time :-** \_\_\_\_\_

(j). **Venue, Time, and Date of Bid Opening:-** \_\_\_\_\_

(k). **Time for Completion from written order of commence: -** \_\_\_\_\_

(L). **Liquidity damages:-** \_\_\_\_\_ (0.05 of Estimated Cost or Bid cost  
per day of delay, but total not exceeding 10%).

(m). **Deposit Receipt No: Date: Amount:**(in words and figures)

(Executive Engineer/Authority 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 work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause – 2: Liquidated Damages.** The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

### **Clause – 3: Termination of the Contract.**

(A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

(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 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 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**

**BILL OF QUANTITIES**

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

Item No	Quantities	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

**Amount TOTAL (a)**

----- % above/below on the rates of CSR.

Amount to be added/deducted on the basis  
Of premium quoted. **TOTAL (b)**

**Total (A) = a+b in words & figures:**

Contractor

Executive Engineer/Procuring Agency

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

<b>Item No</b>	<b>Quantities</b>	<b>Description of item to be executed at site</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount in Rupees</b>

**Total (B) in words & figures:**

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