KARACHI WATER & SEWERAGE CORP.

OFFICE OF THE EXECUTIVE ENGINEER

PURIFICATION PLANT DIVISION, KW&SC

PROCUREMENT PLAN FOR THE FINANCIAL YEAR OF 2026-2027

S #	DESCRIPTION OF PROCUREMENT	ESTIMATED COST	FUNDS ALLOCATED	SOURCE OF FUND	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENT (In Qtr.)				REMARKS
						1st	2nd	3rd	4th	
1	REPAIR AND MAINTENANCE WORK OF HOUSE NO. H-50 STAFF COLONY C.O.D HILLS FILTER PLANT	16,87,537	19.500 Million Under Object Code AB21C07 (KWSC0129-A13302)	Own Funded of KW&SC	Open competitive Bidding / Single Stage One Envelop System	-	Yes	-	-	NIT, enclosed herewith for hoisting on EPADS/SPPRA's Website

Executive Engineer
Purification Plant Division
KW&SC

KARACHI WATER & SEWERAGE CORP.

OFFICE OF THE EXECUTIVE ENGINEER

PURIFICATION PLANT DIVISION, KW&SC

NOTICE INVITING TENDER

The Executive Engineer, Purification Plant Division, **KW&SC,** invites e-bid through method of "**EPADS**" website of SPPRA Sindhin accordance of **Rules-17(1)** and **Rule-46(1)** of **SPP Rules-2010** and amended up to date, from the interested / eligible Contractor(s) / Firm(s), forthe following work(s):-

S#	Name of work	Estimated Cost	Bid Security of the E/Cost	Tender Fees	Completion days
1	REPAIR AND MAINTENANCE WORK OF HOUSE NO. H-50 STAFF COLONY C.O.D HILLS FILTER PLANT	16,87,537	34,000	3,000	15 Days

1. **Scope of Work:** Repair & Maintenance works required for quarter maintenance.

2. **Eligibility:** Valid registration with Sindh Revenue Board (SRB) / Federal Board Revenue (FBR) on the active taxpayer list (ATL) (GST) certificate where required.

3. **Qualification:**

   Experience in similar nature of work(s) executed / Turn-Over.

   i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work or at least two similar nature works each having minimum 50% of the estimated cost.
   ii. Bidder firm must submit Income Tax return of last three years and financial Audit report last three yea As well showing averages annual financial Turn-over not less than equivalent cost of the estimate during last five yea
   iii. All above information shall be uploaded on "**EPADS**" website in proper manner along with company profile with complete Bidding Documents to assess the eligibility of a contractor firm. If a firm fails to comply with any of the criteria above shall be consider "FAILED" and eliminated from detail evaluation process irrespective position in financial and bid opening.

4. **Term & Condition of the NIT:**

   i. Affidavit that firm has never been black listed duly notarized.
   ii. The participants must quote their rates both in words and figures.
   iii. Bid should be signed along-with company's stamp.
   iv. The required Bid Security should be made from the company / firm A/C by the Bidder must be embossed / mentioned on pay order and shall be upload its image with bid documents.
   v. **Integrity Pact** duly signed with official Seal /Stamp Paper worth 100 should be uploaded with tender / Bid.
   vi. Bid should be signed along –with company stamp.
   vii. The bidder shall submit non-refundable Tender(s) cost of the each work as mentioned in the "NIT" in the shape of Pay-order / Demand draft from any scheduled Bank of Pakistan in favor of **"Karachi Water & Sewerage Corporation"** before the time of the announcement.
   viii. The bid shall be routed through Consultant.

5. **Method of Procurement:** Single Stage One Envelope.

6. **Bidding / Tender Documents:** Biding documents shall be download from the website of **"EPADS"** (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh.

7. **Submission date;** Bid shall be upload / submit on the website of **'EPADS"** SPPRA Sindh from the date of hoisting **to** **06-11-2026** **at 02:00 PM.**

8. **Announcement of bid and Venue:**

All downloaded bids will be announced on **06-11-2026** at 02:30 PM in the office of the Office of the Accounts Officer (Zone-II) / Secretary Maintenance Works KW&SC Room No. 12-A first floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi in the presence of the procurement committee as well as presence of the Contractor(s) or their representative if desired.

9. **Bid Security:**
The bidder shall upload Bid Security fixed amount to in shape of Pay-order / Demand draft of Bank Guarantee from any scheduled Bank of Pakistan in favor of "**Karachi Water & Sewerage Corporation".** The hardcopy of original Bid security shall be submitted in sealed envelope showing name of firm along-with name of work in the office of the Secretary Procurement Committee before opening of the Bid.

10. **Funding Position.** KW&SC's own Funds for the financial year **2026-2027.**

11. **Terms & Conditions:**

Under following Conditions bid will be rejected:-

I Hard copy of bid or by hand bid will not be accepted.
Ii Conditional bid.
Iii Bids not accompanied by bid security of required Amount and form of Bid.
Iv Bids uploaded / submitted after specified date and time.
V Black listed firms.
Vi Submitted documents if found forged at any stage.
Vii Pay-order of the Bid security not submitted physically.

12. **Bid validity Period: 90 Days.**
13. KW&SC reserves the rights to reject all or any bid(s) before award of work subject to the provisions Rule of Sindh Public Procurement 2010 and amended up to date.
14. Interested bidders are requested to register their firm(s) / company(s) on SPPRA website of "EPADS" (http://portalisindh.eprocurement.gov.pk for submission of e-bid.
15. In case any query required regarding e-biding please contact "EPADS" helpline UAN # 051-111-137-237

Executive Engineer
Purification Plant Division
KW&SC

KARACHI WATER AND SEWERAGE CORPORATION

TENDER DOCUMENTS

FOR THE WORK OF

REPAIR AND MAINTENANCE WORK OF HOUSE NO.H-50 STAFF COLONY C.O.D HILLS FILTER PLANT

EXECUTIVE ENGINEER
P.P DIVISION

(P.P) Division C.O.D Filter Plant, Gulshan-e-Iqbal, Karachi.

BIDDING DATA

(a) Name of Procuring Agency:-	**KARACHI WATER & SEWERAGE CORPORATION**
(b) Brief Description of Work:-	**REPAIR AND MAINTENANCE WORK OF HOUSE NO.H-50 STAFF COLONY C.O.D HILLS FILTER PLANT**
(c) Procuring Agency's Address:-	Executive Engineer (P.P. Division) C.O.D Filter Plant, Gulshan-e-Iqbal, Karachi.
(d) Estimate Cost:-	**Rs. 16,77,809/-**
(e) Amount of Bid Security:-	(Fill in lump sum amount or in **2%** age of bid amount estimated cost, but not exceeding **5%**).
(f) Period of Bid Validity (Days):-	**90 Days** (Not more than ninety days).
(g) Security Deposit (including Bid Security):-	**10%** (**10%** Including **2%** of bid security of the quoted price not exceeding **10%**).
(h) Percentage, if any, to be deducted from bills:-	**8%** Income Tax, **1.5%** Water Charges.
(i) Deadline for submission of Bids on "EPADS" portal along with time:-	**06-11-2026 at 02:00 PM** (Palace of submission at the below address).
(j) Venue, Time and Date of Bid Opening:-	**Office Of The Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi**, in the presence of Tenderer or their authorized representative on the dated & time. **06-11-2026 at 02:30 PM**
(k) Time of completion from written order to commence:-	**15 Days**
(l) Liquidity damages:-	**0.5%** (0.05% of Estimated cost or sanctioned cost per day of delay, but not exceeding **10%**).

EXECUTIVE ENGINEER
(P.P) Division, KW&SC.

KARACHI WATER & SEWERAGE CORPORATION
Office of the Executive Engineer
(P.P) DIVISION

(P.P) Division C.O.D Filter Plant, Gulshan-e-Iqbal, Karachi.

SUBJECT: REPAIR AND MAINTENANCE WORK OF HOUSE NO.H-50 STAFF COLONY C.O.D HILLS FILTER PLANT

BILL OF QUANTITIES

(A) Description and rate of item based on Composite Schedule of Rates-2024.

ITEM NO.	QUANTITIES	DESCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATES IN FIGURE	RATES IN WORDS	UNIT	TOTAL AMOUNT
Item 01	3674.5 sft	Cement plaster 1:6 upto 12 ft height (b) ½"	37.01	Thirty seven rupees and one paisa only	p/sft	135993.24
Item 02	210 sft	Providing and fixing in positon door, window and ventilator of 2"x2"x1/4" angle iron fram And 1-3/4" thick commercial ply wood (3ply) one both sides including hold fast, cleats, iron tower bolts, handle , hinges and one mortice lock.	2995.87	Two thousand nine hundred ninety five and eighty seven paisa	P/sft	629132.7
Item 03	72sft	Providing and fixing in positon door, window and ventilator of 2"x2"x1/4" angle iron farm And 1-3/4" thick commercial ply wood (3ply) one both sides including hold fast, cleats, iron tower bolts, handle , hinges and one mortice lock.	2995.87	Two thousand nine hundred ninety five and eighty seven paisa		215702.64
Item 04	215.79 sft	Laying floor of approved with glazed tiles 1/4"thick dado of approved color & size jointing in white cement and laid over 1:2 cement sand mortor 3/4"thick including grouting with matching color and finishing.	389.36	Three hundred eighty nine & thirty six paisa.	P/Sft.	84019.9944
Item 05	480 sft	Laying floor of approved with glazed tiles 1/4"thick dado of approved color & size jointing in white cement and laid over 1:2 cement sand mortor 3/4"thick including grouting with matching color and finishing.	325.40	Three hundred twenty five forty paisa.	P/Sft.	156192
Item 06	3674.5	Distempering (b) new surface (ii) two coats.	13.66	Thirteen rupees and sixty six paisa	P/Sft	50193.67

ITEM NO.	QUANTITIES	DESCRIPTION OF ITEMS TO BE EXECUTED AT SITE	RATES IN FIGURE	RATES IN WORDS	UNIT	TOTAL AMOUNT
Item 07	36 Sft.	Providing and Fixing deodar wooden box type ward robe 22"(550mm) deep including 3/4"(20mm) thick boxing with back shelves, hanger rods, hard board back drawers, brass fitting locking arrangement, hanger rod internal bolts shoe rods, and mirror measuring 2"x1"complete as per approved design. Deodar wood boxing and shelves & leaves etc.	3868.73	Three thousand eight hundred sixty eight & seventy three paisa.	P/Sft.	139274.28
Item 08	56 Sft.	Making and Fixing steel grated door with 1/16"thick sheeting including angle iron frame 2"x2" 3/8" and 3/4" square bar4"center to center with locking arrangement.	2726.96	Two thousand seven hundred twenty six & ninety six paisa.	P/Sft.	152709.76
Item 09	3 no.	Providing and fixing eclectic selling fan 56'' (good quality)	14869.21	Fourteen thousand eight hundred sixty nine and twenty paisa	Each	44607.63
Item 10	1 NO	Supplying fixing fiber glass tank of approved quality and design and wall thinness as specified including coast of nuts , bolts and fixing in plat form of cement concrete 1:3:6 and making connection for intel outlet and over flow pipe etc complete (500 gallon tank with wall thickness 4.5mm)	69982.85	Sixty nine thousand nine hundred eighty and eighty five paisa	Each	69982.85
		Item 08				**1679808.76**
					Say Rs.	**1,677,809**

I hereby quote_____ At Par / Above / Below the Composite Schedule of Rates (CSR) Rs._____

Total after above / below Rs. _____ Rupees in Words_____

_____

EXECUTIVE ENGINEER
(P.P) Division, KW&SC.

Signature of Contractor
with Name of Firm & Seal

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

_____ (Name of Supplier Contractor Consultant) hereby declares that it has not obtained (induced the procurement of any contract, right, interest, privilege or other obligation (benefit from Government of Sindh (GOS) or any administrative subdivision or agenc thereof or any other entity owned or controlled by it (Gos) through any corrupt busines practice.

Without limiting the generality of the foregoing, _____ (Name of Supplier Contractor Consultant) represen and warrants that it has fully declared the brokerage, commission, fees etc. paid or payab to anyone and not given or agreed to give and shall not give or agree to give to anyor within or outside Pakistan either directly or indirectly through any natural or juridical perso including its affiliate, agent, associate, broker, consultant, director, promoter, shareholde sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, wheth described as consultation fee or otherwise, with the object of obtaining or inducing th procurement of a contract, right, interest, privilege or other obligation or benefit, whatsoever form, from Procuring Agency (PA) except that which has been express declared pursuant hereto.

_____ (Name of Supplier Contractor Consultant) certifies that it has made and will make fu disclosure of all agreements and arrangements with all persons in respect of or related the transaction with PA and has not taken any action or will not take any action circumvent the above declaration, representation or warranty.

_____ (Name of Supplier Contractor Consultant) accepts full responsibility and strict liability fo making any false declaration, not making full disclosure, misrepresenting facts or takir any action likely to defeat the purpose of this declaration, representation and warranty. agrees that any contract, right, interest, privilege or other obligation or benefit obtained (procured as aforesaid shall, without prejudice to any other right and remedies available PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regar _____ (Name of Supplier Contractor Consultant) agrees to indemnify PA for any loss or damage incurred b it on account of its corrupt business practices and further pay compensation to PA in a amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fe or kickback given by (Name of Supplier Contractor Consultant) as aforesaid for the purpose obtaining or inducing the procurement of any contract, right, interest, privilege or oth obligation or benefit, in whatsoever form, from PA.

EXECUTIVE ENGINEER
(P.P) Division, KW&SC.

_____
[Supplier /Contractor/Consultar

Contract Number: _____ Dated: _____

Contract Value: _____

Contract Title: _____

_____ (Name of Supplier Contractor Consultant) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GOS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.

Without limiting the generality of the foregoing, _____ (Name of Supplier Contractor Consultant) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

_____ (Name of Supplier Contractor Consultant) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ (Name of Supplier Contractor Consultant) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, _____ (Name of Supplier Contractor Consultant) agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ (Name of Supplier Contractor Consultant) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

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_____
[Supplier /Contractor/Consultant]

INVITATION FOR BIDS

Date:-_____

Bid Reference No:-_____

1. The Procuring Agency, Karachi Water & Sewerage Corporation, invites e-bids from interested firms or bidder and should have NTN and SRB as well as PEC registration certification where applicable in the appropriate specific work with the Procurement Agency for the work of, **REPAIR AND MAINTENANCE WORK OF HOUSE NO.H-50 STAFF COLONY C.O.D HILLS FILTER PLANT**
2. (Enter the title, type, and financial volume of work), which be completed in **15 day's** time of completion (entire appropriate time period).

3. Biding documents shall be download from the website of **"EPADS"** (http://portalsindh.eprocurement.gov.pk) of SPPRA Sindh and non-refundable Tender(s) cost as mentioned in the "NIT" in the shape of Pay-order / Demand, shall be submit at the time of noncement of e-bid.

4. All bids must be accompanied by a Bid Security in the amount of **2%** of bid price in the form of (Pay Order / Demand Draft / Bank Guarantee) and must be submit Physically in the office of the Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A First Floor Block "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi (indicate the address if it differs).

Note: 1- Procuring Agency to enter the requisite information in blank spaces,
2- The Bid shell be opened within one / hour after the deadline submission of bids.

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INSTRUCTION FOR PREPARING BIDS

IN TERMS OF RULE-21(C) OF SPP RULES-2010 & AMENDED UPTO DATE

1. The Participants must quote the rates both in words and figures.
2. Bid Security / Earnest Money should be made from the A/c. of the Company / Firm of the participant.
3. Integrity pact on the stamp paper wroth Rs. 100/= should be enclosed with the Tender / Bid.
4. Bid would not be conditional.
5. Bids should be accompanied by bid Security of Required (%) / Amount.
6. Bid uploaded / submitted on the specified date and time.
7. The firm will not be Blacklisted Firms.
8. Submitted documents should not be found forge at any stage.
9. Pay-order of the Bid Security should be summited Physically.
10. Mandatory requirement of NTN and SRB (Sindh Revenue Board) in case of supply items GST Registration Certificate as well as PEC Registration Certification where applicable.
11. Experience and Financial Certificate as per "NIT"
12. Bid must be signed with stamp, address and contact number.

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EVALUATION CRITERIA SHEET

IN TERMS OF RULE-21(H)(B) RULE-21 (A) OF SPP RULES 2010 & (AMENDED 2024)

1. Contractor should valid register with Sindh Revenue Board (SRB), for Income Tax, Sale Tax and registered with Pakistan Engineering Council (where applicable) and copy must be available with tender

2. Affidavit that firm has never been black listed and copy of the same must be available with tender.

3. The Pay Order of Bid Security / Earnest Money should be made from the A/C of the Company / Firm of the Participant as mentioned in NIT and must be submit in the office of the Accounts Officer (Sewerage) / Secretary Maintenance Works KW&SC, Room No.12-A First Floor Block- "C" 9th Mile Karsaz Shahrah-e-Faisal Karachi with the tender.

4. List of complete similar assignments with cost 3 Nos. of projects with their cost (at least equal to offered cost) under-taken over the past (3) years must be available with the tender.

5. Turnover Statement Financial Statement (Summary) and income tax return for the last 3 years at least equal to offered cost must be available with the tender

EXECUTIVE ENGINEER
(P.P) Division, KW&SC.

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 Bidding *Data*.

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

1. **Notice Inviting Tender/ Invitation for Bid:** 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**: It 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. **Right of Rejection;** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of PPRA Rules.

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. **Measurements:** All works shall be measured by standard instruments according to the rules.

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

8. **Late submission of bids:** Any bid received by the Agencyafter the deadline for submission of bids shall be rejected and returned unopened to the bidder.

9. **Eligibility criteria:** 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 security:** Bid without bid security of required amount and prescribed form shall be rejected.

11. **Arithmetical errors:** 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.

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 engineerin 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 commencement order, 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 tocomplete 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 amountto 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 andRepeat 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 workmay 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 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 worksunder 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 materialswith 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 thepremises 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: Subcontracting. 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 againstmaterials 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