

# **STANDARD BIDDING DOCUMENT**

## **PROCUREMENT OF WORKS**

Inviting For Bids No: Engg: Civil / IFB / 02 / 2024 Dated: 23-05-2024



## **HYDERABAD MUNICIPAL CORPORATION HYDERABAD**

Name of Work: **DISILTING OF NALLA AT KHUDA HAFIZ  
BOARD TO FATEH CHOWK VIA 12 DARRI /  
Sr # 43 DARYA KHAN PUMPING STATION LATIFABAD  
HMC**

Estimate Cost **3.00 (Million)**

# **HYDERABAD MUNICIPAL CORPORATION HYDERABAD**

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# **HYDERABAD MUNICIPAL CORPORATION HYDERABAD**

## **PART – I**

### **INTRODUCTION**

Inviting For Bids No: Engg: Civil / IFB / 02 / 2024

Dated: 23-05-2024

Bid documents issued to: M/s \_\_\_\_\_

Bid documents fee Rs: \_\_\_\_\_ vide receipt No: \_\_\_\_\_ dated: \_\_\_\_\_

Bid Security 5% Rs: \_\_\_\_\_ No: \_\_\_\_\_ dated: \_\_\_\_\_

The Hyderabad Municipal Corporation in view of policy of Sindh Government have approved the schemes under ADP 2023-24.

The Schemes intended for public welfare. Sealed bid for the works shown in above mentioned NIT on bid documents are inviting which can be obtained from the office of Executive Engineer (Civil), Hyderabad Municipal Corporation as per schedule given below.

Name of Schemes **DISILTING OF NALLA AT KHUDA HAFIZ BOARD TO FATEH CHOWK VIA 12 DARRI / DARYA KHAN PUMPING STATION LATIFABAD HMC**

#### **TIME SCHEDULE FOR BIDS**

<b>Sr #</b>	<b>Particular</b>	<b>1st Attempt Dated:</b>	<b>2<sup>nd</sup> Attempt Dated:</b>	<b>VENUE</b>
1.	Bidding Documents will be issued on any working day during the Office Hours upto	13-06-2024	01-07-2024	i) Office of the Executive Engineer (Civil), HMC Hyderabad
2.	Dropping of Bidding Documents At 2:30 PM	14-06-2024	02-07-2024	ii) Office of the Executive Engineer (Civil), HMC Hyderabad
3.	Opening of Bidding Documents At 3:30 PM	14-06-2024	02-07-2024	iii) Office of the Executive Engineer (Civil), HMC Hyderabad

**Executive Engineer (Civil)**  
Hyderabad Municipal Corporation  
Hyderabad



**OFFICE OF THE EXECUTIVE ENGINEER (CIVIL)**  
**HYDERABAD MUNICIPAL CORPORATION HYDERABAD**

No. Engg: Civil / IFB / 02 / 2024

Dated: 23-05-2024

**NOTICE INVITING TENDERS**

(Single Stage – One Envelope Procedure)

Tenders in sealed covers are invited on Schedule Rate / Approval Rate / Offer Rate Basis for the following works from interested firms / bidders having NTN / SRB Certificate, and Registration with PEC under SPPRA Rules 2010 (amended upto date)

S.#	Name of Work	Estimated Cost (M)	Earnest Money	Bid Documents Fee	Completion Period
1.	Repair Road / Streets Paving Block at UC # 55, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
2.	Repair Road / Streets Paving Block at UC # 56, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
3.	Repair Road / Streets Paving Block at UC # 57, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
4.	Repair Road / Streets Paving Block at UC # 58, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
5.	Repair Road / Streets Paving Block at UC # 59, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
6.	Repair Road / Streets Paving Block at UC # 60, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
7.	Repair Road / Streets Paving Block at UC # 61, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
8.	Repair Road / Streets Paving Block at UC # 62, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
9.	Repair Road / Streets Paving Block at UC # 63, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
10.	Repair Road / Streets Paving Block at UC # 64, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
11.	Repair Road / Streets Paving Block at UC # 65, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
12.	Repair Road / Streets Paving Block at UC # 66, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
13.	Repair Road / Streets Paving Block at UC # 67, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
14.	Repair Road / Streets Paving Block at UC # 68, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
15.	Repair Road / Streets Paving Block at UC # 69, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
16.	Repair Road / Streets Paving Block at UC # 70, TMC Tando Jam	3.00 (M)	5%	3000/-	3 Month
17.	Repair Road / Streets Paving Block at UC # 71, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
18.	Repair Road / Streets Paving Block at UC # 72, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month

19.	Repair Road / Streets Paving Block at UC # 73, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
20.	Repair Road / Streets Paving Block at UC # 74, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
21.	Repair Road / Streets Paving Block at UC # 75, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
22.	Repair Road / Streets Paving Block at UC # 76, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
23.	Repair Road / Streets Paving Block at UC # 77, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
24.	Repair Road / Streets Paving Block at UC # 78, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
25.	Repair Road / Streets Paving Block at UC # 79, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
26.	Repair Road / Streets Paving Block at UC # 80, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
27.	Repair Road / Streets Paving Block at UC # 81, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
28.	Repair Road / Streets Paving Block at UC # 82, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
29.	Repair Road / Streets Paving Block at UC # 83, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
30.	Repair Road / Streets Paving Block at UC # 84, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
31.	Repair Road / Streets Paving Block at UC # 85, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
32.	Repair Road / Streets Paving Block at UC # 86, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
33.	Repair Road / Streets Paving Block at UC # 87, TMC Tando Fazal	3.00 (M)	5%	3000/-	3 Month
34.	Disilting of Nalla at Bhains Piri to Sattar Shah Pumping Station via Sakhi Pir Chari City HMC	3.00 (M)	5%	3000/-	3 Month
35.	Disilting of Nalla at Nishat Capital Plaza to Nasro Culvert City HMC	3.00 (M)	5%	3000/-	3 Month
36.	Disilting of Nalla at Guru Nagar Chowk to Islamabad Phattak Pumping Station City HMC	3.00 (M)	5%	3000/-	3 Month
37.	Disilting of Nalla at Koh-e-Noor Chowk to Tulsi Das Pumping Station City HMC	3.00 (M)	5%	3000/-	3 Month
38.	Disilting of Nalla at Parada Park to Abul Hassan Plaza Pumping Station via Old Sabzi Mandi Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
39.	Disilting of Nalla at Green Godown Gulshan-e-Hali to Shabbaz Dispensary American Quarter Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
40.	Disilting of Nalla at Pakola Factory to Tando Yousuf Graveyard Latifabad HMC	3.00 (M)	5%	3000/-	3 Month

41.	Disilting of Nalla at Makrani Para Makki Shah Road to Railway Line Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
42.	Disilting of Nalla at Mehar Ali Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
43.	Disilting of Nalla at Khuda Hafiz Board to Fateh Chowk via 12 Darri / Darya Khan Pumping Station Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
44.	Disilting of Nalla at Village Kiran Khan Shoro to Al-Falah Pump Qasimabad HMC	3.00 (M)	5%	3000/-	3 Month
45.	Disilting of Nalla at Wadhwa Mori to Detha Goth Fasadi Wah Qasimabad HMC	3.00 (M)	5%	3000/-	3 Month
46.	Disilting of Nalla at Wadhwa Gate to Naseem Nagar Chowk Qasimabad HMC	3.00 (M)	5%	3000/-	3 Month
47.	Disilting of Nalla at Jeejal Maa Hospital to Rani bagh Chowk Shahbaz Flyover Qasimabad HMC	3.00 (M)	5%	3000/-	3 Month
48.	Patch Repair Road at various procession routes of Muharram ul Haram in City HMC	3.00 (M)	5%	3000/-	3 Month
49.	Patch Repair Road at various procession routes of Muharram ul Haram in Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
50.	Patch Repair Road at various procession routes of Muharram ul Haram in Qasimabad HMC	3.00 (M)	5%	3000/-	3 Month
51.	Repair Road Paving Block at various procession routes of Muharram ul Haram in City HMC	3.00 (M)	5%	3000/-	3 Month
52.	Repair Road Paving Block at various procession routes of Muharram ul Haram in Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
53.	Repair Road Paving Block at various procession routes of Muharram ul Haram in Qasimabad HMC	3.00 (M)	5%	3000/-	3 Month
54.	Repair/ Reconstruction R.C.C. Culvert / Cross at various procession routes of Muharram ul Haram in City HMC	3.00 (M)	5%	3000/-	3 Month
55.	Repair/ Reconstruction R.C.C. Culvert / Cross at various procession routes of Muharram ul Haram in Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
56.	Repair/ Reconstruction R.C.C Culvert/ Cross at various procession routes of Muharram ul Haram in Qasimabad HMC	3.00 (M)	5%	3000/-	3 Month
57.	Repair road main holes/ Pre cost Slab / Burn brick Lime / Stone crush powder (khaka) at various procession routes of Muharram ul Haram in City HMC	3.00 (M)	5%	3000/-	3 Month
58.	Repair road main holes/ Pre-cost Slab / Burn brick Lime / Stone crush powder (khaka) at various procession routes of Muharram ul Haram in Latifabad HMC	3.00 (M)	5%	3000/-	3 Month
59.	Repair road main holes/ Pre cost Slab/ Burn brick Lime / Stone Crush Powder (Khaka) at Various Procession Routes of Muharram ul Haram in Qasimabad HMC	3.00 (M)	5%	3000/-	3 Month
60.	Construction of Shops and Public Toilets at Resham Gali in City HMC	3.00 (M)	5%	3000/-	3 Month
61.	Construction of Shades for Snorkel Fire Brigade at Central Fire Brigade office in Latifabad HMC	3.00 (M)	5%	3000/-	3 Month

**Bids schedule shall be as follows:**

SCHEDULE	DATE & TIME	VENUE
Receiving of Applications and issuance of Bidding Documents	Bidding Documents will be issued on any working day upto Dated: 13-06-2024 During the Office Hours	Office of the Executive Engineer (Civil), HMC Hyderabad
Dropping of Bidding Documents	Dated: 14-06-2024 At 2:30 PM	Office of the Executive Engineer (Civil), HMC Hyderabad
Opening of Bidding Documents	Dated: 14-06-2024 At 3:30 PM	Office of the Executive Engineer (Civil), HMC Hyderabad

**TERMS & CONDITIONS:**

1. In case of holiday and unforeseen circumstances on opening date the bids shall be submitted and opened on the next working day other terms and condition shall remain same & in case of un-responded the bid documents the same will be issued upto 01-07-2024 during the office hours and received back on 02-07-2024 upto 2:00 PM and opened on the same day at 3:00 P.M.
2. The bidding documents will be issued to the interested Parties / Firms / Contractors on submission of written request on letter head and on payment of non-refundable cost of bidding documents fee, mentioned against each work.
3. The Earnest Money 5% of Schedule Rate / Approval Rate / Offer Rate Basis in shape of CD / PO from any scheduled Bank in favour title of **(DEPOSIT FUND FOR SECURITY HMC)** must be enclosed with bid documents; otherwise the bid will be rejected not considered.
4. The contractors must mentioned their complete and correct present / postal address in bid documents and quote the rates both in words and in figures. Incomplete / conditional bids will be not accepted. In addition the bidders must furnish the documentary evidence against each eligibility as well as minimum qualification criteria. Otherwise their bid will be similarly rejected.
5. If any fake documents are found then the bid is liable to be rejected / cancelled without any compensation with penalty as per rules.
6. Canvassing in connection of biddings is strictly prohibited and bids submitted by the contractors who are reported to be involved in canvassing will be liable for rejection.
7. All the bids will be opened by the procurement committee in presence of such contractor / firms / bidders, who wish to be presents.
8. The Authority may reject all or any bids at any time prior to the acceptance of a bid or proposal, subject to the relevant provision of SPPRA Rules 2010 (amended upto date).
9. Bid Documents will not be received after the schedule time.
10. **ELIGIBILITY:**
  - (i) PEC Certificate
  - (ii) S.R.B Certificate
  - (iii) NTN Certificate
  - (iv) Bank Statement (Last Three Years)
  - (v) Relevant Experience (Minimum Three Years)

**Municipal Commissioner**  
Hyderabad Municipal Corporation  
Hyderabad

**C.C**

1. PS to Mayor, Hyderabad Municipal Corporation
2. The Executive Engineer (Civil), Hyderabad Municipal Corporation
3. The Assistant Director Local Fund Audit, Hyderabad
4. The Administrative Officer, request to upload on HMC website.
5. The Senior Accounts Officer, HMC
6. The Chairman and All PC Members
7. For Notice Board. `

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## 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 work 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.

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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**

BIDDING NOTICE No: Engg: Civil / IFB / 02 / 2024 Dated: 23-05-2024 Bid Document Fee Rs: 3000/-

- (a) Bidding Document issued to: M/s \_\_\_\_\_
- (b) Brief Description of Works **DISILTING OF NALLA AT KHUDA HAFIZ BOARD TO FATEH CHOWK VIA 12 DARRI / DARYA KHAN PUMPING STATION LATIFABAD HMC**
- (c) Name of Procuring Agency **Executive Engineer (Civil), HMC**
- (d) Estimated Cost **Rs: 3.00 (Million)**
- (e) Amount of Bid Security: **5% of Estimate Cost**
- (f) Period of Bid Validity **(days) 90 Days** (Not more than ninety days).
- (g) Performance Security Deposit :- (Incl: Bid Security) 5% of Contract / Sanction Amount  
5% Retention Money of bill amount will be deducted from Running Bill.
- (h) Percentage, if any, to be deducted from bills (i) **7.50% Income Tax**  
(ii) **5% SRB Tax**
- (i) Deadline for issuance of bid along with time **up to 13- 06-2024 in Office hours**
- (j) Deadline for Submission of Bids along with time **14-06-2024 up to 2:30 PM**
- (k) Venue, Time, and Date of Bid Opening **14-06-2024 up to 3:30 PM**  
**at Executive Engineer (Civil), HMC**
- (L) Time for Completion from written order of commence **03 Month**
- (m) Liquidity damages Rs: \_\_\_\_\_/- Per Day (0.05% of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (n) Deposit No: \_\_\_\_\_ Date: \_\_\_\_\_  
Amount Rs: \_\_\_\_\_ Bank of \_\_\_\_\_

Contractor

**Sd/-**  
**Executive Engineer (Civil)**  
Hyderabad Municipal Corporation  
Hyderabad

**SCHEDULED TO BID**  
**HYDERABAD MUNICIPAL CORPORATION HYDRABAD**

Work  
Sr # 43

Name of Work: **DISILTING OF NALLA AT KHUDA HAFIZ BOARD TO FATEH CHOWK  
VIA 12 DARRI / DARYA KHAN PUMPING STATION LATIFABAD HMC**

ISSUED TO M/S \_\_\_\_\_

**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
1	152 days	full hire charges of the pumping set per day inclusive of wage of diva and assistant fuel of electric every plate frames required for placing pump etc at was depth with suction and delivery pipes pumps out water fund at various depths from trenches i/c the cost of reaction and dismantling after completion of the job hire charges of pumping let of upto 10 HP pumping out watering 10ft depth trench	1500/-	P. Day	228000/-
2	256500.25 Cft	Earth work excavation in ashes sand soft soil or silt clearance undressed lead upto one miles lead	1663/75	P. % <sub>0</sub> Cft	426752/-
3	256500.25 Cft	Extra for wet eat work	1058/75	P. % Cft	271569/-
4	256500.25 Cft	Re-handling of earth work @ lead upto a single the now of kasic phawrah or shovel	756/25	P. % Cft	193978/-
5	256500.25 Cft	Carriage of 100 Cft 50 Tons of all materials like stone aggregate, spawl, coal, lime, surkhi etc B.G Rail fastening points and crossing bridge, Girders, Pipes, Sheets Rail, M.S Bars etc or 1000 Nos: bricks, 10"x5"3" or 1000 Nos: tiles. 12"x6"2" or 150 Cft or timber or 100 Mounds of fuel wood by trucks or any other means owned by the contactors (extra lead 3 miles)	579/41	P. % Cft	1486187/-

**TOTAL AMOUNT**

**Rs: 2606486/-**

1. M/s \_\_\_\_\_ do hereby quotes the Rate \_\_\_\_\_% above / below the rate of CSR in Words \_\_\_\_\_ to be added / deducted on the basis of premium quoted.

Total Part A Rs: \_\_\_\_\_

Contractor

Executive Engineer (Civil) / Procuring Agency

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## **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 exist:-
- (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.

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(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.

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**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 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.

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- (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 contactwork.
- (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 originalcontract.

*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 orpaid.
- (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 thecontractor.
- (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 fixtherefore.

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*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.

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**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.

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**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.

Contractor

Executive Engineer (Civil) / Procuring Agency

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## **STANDARD FORM OF AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the -Agreement) made on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the -Procuring Agency) of the one part and \_\_\_\_\_ (hereinafter called the -Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor  
\_\_\_\_\_  
(Seal)

Signature of the Procuring Agency  
\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:  
  
\_\_\_\_\_  
  
(Name, Title and Address)

Witness:  
  
\_\_\_\_\_  
  
(Name, Title and Address)