



6/03  
MGL/61

**SUBJECT;- REPLACEMENT OF 8" & 12' DIA DEFECTIVE  
SUNK DOWN SEWER LINE AT PAKISTAN  
CHOWK, JHUGGI HOTEL, HAREE IMAM  
BARGAH, AND UC-06 ORANGI TOWN.**

**KARACHI WATER & SEWERAGE BOARD**

SEWERAGE & WATER SUPPLY  
NO: 72939  
DATED: 6/3

**OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE)  
ORANGI TOWN KARACHI WATER & SEWERAGE BOARD**

Room # 202 2<sup>nd</sup> Floor DMC (west) Shahr-e-Orangi no.5 , karachi

Estimated amount : Rs. on item rate  
 Time Limit : 25 days  
 Penalty for delay : 500/- p/day  
 Tender cost : 1000/-  
 Date of opining : 26-03-2014

**NAME OF WORK:** REPLACEMENT OF 8" DIA AND 12"DIA <sup>DEFECTIVE</sup> SUNK DOWN SEWER LINE AT PAKISTAN CHOWK ,JHUGGI HOTAL ,HAREE IMAM BARGAH &,UC-06 ORANGI TOWN.

S#	Description of work	Quantity	Rate In Figure	Rate In Word	Unit	Amount
01	Dismantling bitumen carpet of any description from existing road surface including its removal and disposal with in three chain (91m) lead as desired.	72.00- Sft			% Sft	
02	Excavation for pipe line in trenched and pits in <b>all kind</b> of soils of murum i/c trimming and dressing side to true alignment and shape leveling of beds of trenches to correct level and grade ,cutting joint holes and disposal of surplus earth with a once chain as directed by Engineer in charge .Providing fence guards , light flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft.(1.52,)and lead upto one chain (30.5 m). (0'to5')	20037.50- Cft			%0Cft	
03	<b>Add for additional lift</b> of every three ft or part three of in item no 1to 15 (A&B)for excavation for pipelines &storage tanks trenches and pits. (5'to8')	600.00 Cft			%0Cft	
04	Providing and laying of <b>Rec rubber ring pipes</b> including cutting fixing loading unloading and transportation of site etc compete to (based upon rates acquired from per qualified firms.)  12" Dia 8"Dia	400- Rft 1200- Rft			Per Rft Per Rft	

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 prorata 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:-

  
**FAHIM BAIG**  
Executive Engineer (SEW)  
Orangi Town KW-23

- (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.

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 the 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 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

  
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Orangi Town KWSS

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

  
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Orangi Town KWB

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 contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

#### Clause - 10: Quality Control.

(A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost respective 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

  
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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 work under the contract 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.**

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;

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 or death which arise during and in consequence of its performance of the contract. If 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 held with the Engineer.

  
**FAHIM BAIG**  
Executive Engineer (SEW)  
Orangi Town KWSS

**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.

  
**FAHIM BAIG**  
Executive Engineer (SEW)  
Orangi Town KW&B



**Clause - 18: Financial Assistance /Advance Payment.**

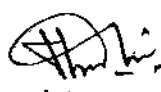
(A) Mobilization advance is not allowed.

(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

  
**FAHIM BAIG**  
Executive Engineer, Sewerage Agency  
Orangi Town KW&S



**SUBJECT;- REPLACEMENT OF 8" & 12' DIA DEFECTIVE  
SUNK DOWN SEWER LINE AT MANSOOR  
NAGAR, TAUHEED COLONY, SHARJAH  
GROUND AND VARIOUS PLACES UC-4,5&7  
ORANGI TOWN.**

**KARACHI WATER & SEWERAGE BOARD**

## BIDDING DATA

- a) Name of Procuring Agency **K W&S B**
- b) Brief Description of Work **REPLACEMENT OF 8" & 12' DIA DEFECTIVE SUNK DOWN SEWER LINE AT MANSOOR NAGAR, TAUHEED COLONY, SHARJAH GROUND AND VARIOUS PLACES UC-4,5&7 ORANGI TOWN.**
- c) Procuring Agency Address **2<sup>nd</sup> floor Room #202 D.M.C (West) sector 11-E Shahr-e-Orangi No.5 Karachi .**
- d) Estimated Cost **On Offer rate basis**
- e) Amount of Bid Security **2% of Bid amount**
- f) Period of Bid Validity **90- days**
- g) Security Deposit (including Bid Security) **10%**
- h) Venue, Time & date of Bid opening. **The Tender in sealed cover super scribed with the name of the work should be dropped in the Tender box kept in office of the Chief Engineer (IP&D) at Block "B", 9<sup>th</sup> mile Karsaz Karachi on 26/03/2014 at 2.30 pm. By procurement committee.**
- i) Deadline for submission of Bid along with time. **26-03-2014 at 2.00 PM**
- j) Time for completion from written order commence **25 - days**
- k) Liquidity damage **0.5 % of Bid cost per day of delay**
- l) Bid issue to firm **M/S \_\_\_\_\_**
- m) Deposit Receipt No. & Date \_\_\_\_\_
- Amount **Rs. 1000/=**

  
**Executive Engineer (SEW)**  
**Orangi Town KW&SB**

Authority Issuing Bidding documents

**OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE)**  
**ORANGI TOWN KARACHI WATER & SEWERAGE BOARD**

Room # 202 2<sup>nd</sup> Floor DMC (west) shahre-e-orangi no.5 , karachi

Estimated amount : Rs. on item rate  
 Time Limit : 10 days  
 Penalty for delay : 500/- p/day  
 Tender cost : 1000/-  
 Date of opining : 26-03-2014

**NAME OF WORK:** REPLACEMENT OF 8" DIA & 12"DIA DEFECTIVE SUNK DOWN SEWER LINE AT MANSOOR NAGAR, TUHEED COLONY, SHARJAH GROUND AND VARIOUS PLACES UC-4,5 &,UC-07 ORANGI TOWN.

S#	Description of work	Quantity	Rate In Figure	Rate In Word	Unit	Amount
01	Dismantling bitumen carpet of any description from existing road surface including its removal and disposal with in three chain (91m) lead as desired.	208.00- Sft			% Sft	
02	Excavation for pipe line in trenched and pits in <b>all kind</b> of soils of murum i/c trimming and dressing side to true alignment and shape leveling of beds of trenches to correct level and grade ,cutting joint holes and disposal of surplus earth with a once chain as directed by Engineer in charge .Providing fence guards , light flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft.(1.52,)and lead upto one chain (30.5 m). ( 0'to5')	16387.50- Cft			%0Cft	
03	Add for additional lift of every three ft or part three of in item no 1to 15 (A&B)for excavation for pipelines &storage tanks trenches and pits. (5'to8')	600.00 Cft			%0Cft	
04	Providing and laying of <b>Rcc rubber ring pipes</b> including cutting fixing loading unloading and transportation of site etc compete to (based upon rates acquired from per qualified firms.)  12" Dia 8"Dia	500- Rft 800- Rft			Per Rft Per Rft	

05	Providing <b>manhole</b> 4' internal diameter without RCC manhole cover with C.I frame (15 kg) and 5' feet clear dept cast in situ 1:2:4 using 50% crush stone and 50% graded bajri 9" inch thick wall 1:4:8 cement concrete in 6' dia and 6" thick in foundation 1:2:4 cc in benching 1/2 inch thick cement plaster 1:3 cement mortar on inside wall and surface of channels 3/4" dia bars M.S foot rest at 12" c/c i/c cost of excavation in all kind of soil backfilling and disposal of excavated stuff etc complete as per design and instruction of the Engineer In charge.	37 - Nos			Each
06	Add or deduct for extra / less depth then 5' ft of 4' dia manholes including footrest.	- 14 P/Ft			P/Ft
07	<b>Full higher charges</b> of the pumping set per day i/c of wages of driver and assistant fuel of eclectic energy plate form required for placing pumps etc at lower dept with suction and delivery pipes for pumping out water found at various depth from trenches i/c the cost of correction and dismantling after completion of the job of above 10 HP from 20 <sup>i</sup> ft deep trench. Hire charge of pumping set of upto 10 H.P pumping out water from 10 ft. deep trench	05-Day			P.Day
08	<b>Making connection</b> with the existing manhole including the cost of cutting hole in wall making them good in cc 1:2:4 and making required channel etc complete.	55 - Nos.			Each
09	<b>Filling and disposal</b> of surplus earth.	15942.58 -Cft			%0Cft

**TOTAL AMOUNT;- Rs =**

  
EXECUTIVE ENGINEER (SEW)  
ORANGI TOWN-KWSB

I/we hereby offer the amount of Rs= \_\_\_\_\_  
(In word \_\_\_\_\_)

Signature of \_\_\_\_\_  
Contractor \_\_\_\_\_  
Address \_\_\_\_\_

### Conditions of Contract

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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 prorata basis.

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- (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:-

  
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Executive Engineer (SEW)  
Orangi Town KW&S

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.

**Cause - 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 contract 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.

**Cause - 12: Examination of work before covering up.**

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 works or of examining such foundations;

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.

**Cause - 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 or death which arise during and in consequence of its performance of the contract. If 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 payable to the contractor with the Engineer.

  
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Executive Engineer (S.W.)  
Orangi Town KW&B

**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.

  
**FAHIM BAIG**  
Executive Engineer (SEW)  
Orangi Town KW-55



**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.

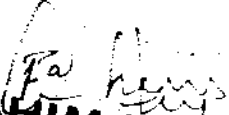
(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

**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

  
Divisional Accountant

  
**FAHIM BAIG**  
Executive Engineer  
Bangalore Town KWSSB