

**KARACHI WATER & SEWERAGE BOARD**  
**OFFICE OF THE EXECUTIVE ENGINEER NORTH NAZIMABAD TOWN WATER**

**ST-1, Block-C, KDA Chorangi North Nazimabad,**  
**NOTICE INVITING TENDER THROUGH WEBSITE**  
**(ON ITEM RATE BASIS)**

Sealed Tender is invited single stage one Envelop System as SPPRA Rule-2010 for the mentioned below:

**(ESTIMATE COST BELOW Rs.1.0/-MILLION)**

S.No.	DETAIL	CONDITIONS
01	Name of Work	Inter-connection of 3" dia U.pvc pipe in 15-B, Buffer Zone & Block-B, near saima Village for Improvement of Water Supply in North Nazimabad Town.
02	Eligibility of Firm	i. 3 years' Experience Certificate of Similar Job must be attached with the tender. ii. Copy of NTN Certificate must be attached. iii. Registration Certificate from S.R.B (Sindh Revenue Board) must be attached. iv. Tender Cost Rs.1000 /-(Non Refundable) in shape of pay order in favor of KW&SB.
03	Tender can be purchasing	Accounts officer (Revenue) KW&SB Head Office at 1 <sup>st</sup> Floor Old KBCA Annexe Building Behind Civic Centre Gulshan-e-Iqbal Karachi from 09:00AM to 01:00PM
04	Bid Security	2% of quoted amount in shape of pay order bank draft in favor of KW&SB
05	Last Date of issuing	w.e.f 1 <sup>st</sup> Hosting Date to 11-3-2016 from 09:00AM to 01:00PM
06	Date and time of submission and opening of Tender	Submission at 02:00 PM on 14-3-2016 and will be opened at 02:30PM on the same day.
07	Place of Opening	The Procurement Committee-1 KW&SB at the office of the Convener / Chief Engineer (IP&D) Room No. 05 Block -E at 9 <sup>th</sup> Mile Karsaz main Sharah-e-Faisal Karachi
08	Source of Funding	Own Funds of KW&SB
09	Scope of Work	Improvement of Water Supply System
10	Estimate Cost	<b>Rs. 9,95,010 /=-</b>

EXECUTIVE ENGINEER (WATER)  
NORTH NAZIMABAD TOWN,  
KW&SB

**CONDITIONS:-**

1. Tender would be downloaded from SPPRA website and [www.kw&sb.gos.pk](http://www.kw&sb.gos.pk) website.
2. The participants must quote the rates both in words and figures incomplete /conditional tenders will not be accepted.
3. In case the date of opening is declared as public holiday by the Government, or non-working day due to any reason, the next official working day shall deemed to be the date for submission and opening of tenders at the same time.
4. The procuring agency may reject all or any bids subject to the relevant provisions of SPPRA -2010 Rules.
5. Conditional bid cannot be accepted.
6. Debarred contractors bid cannot be accepted.
7. Bid must be in sealed cover and experience certificate for 3 years of similar nature of job must be attached with the bid.
  - (a) PEC registration in specialization of relevant field
  - (b) Bid security relevant amount
  - (c) 3 years experienced certificate in similar nature of job, turnover last 3 years.
  - (d) Registration Certificate from S.R.B (Sindh Revenue Board) must be attached.



**KARACHI WATER & SEWERAGE BOARD**  
HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT  
PHONE NO. 021 - 99231464 - 021 - 99231463

No. KW&SB/D.M.D/HRD&A/913

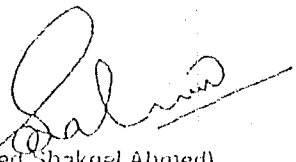
Dated: 22-10-2015

OFFICE ORDER

With immediate effect, for compliance of Rule-31 of SPPR, A Complaint Redressal Committee (CRC) is constituted comprising of the following:

- |    |  |                  |
|----|--|------------------|
| 1. | Dy. Managing Director (Finance), KW&SB     | Convener         |
| 2. | Chief Engineer (Korangi), KW&SB            | Member/Secretary |
| 3. | Chief Engineer (Central), KMC              | Member           |
| 4. | Director Administration, KMC               | Member           |
| 5. | Divisional Accounts Officer (South), KW&SB | Member           |

This issues on the recommendation of Dy. Managing Director (TS) KW&SB, Dy. Managing Director (Planning), KW&SB and with the approval of Managing Director, KW&SB.

  
(Syed Shakeel Ahmed)  
Dy. Managing Director (HRD&A)  
KW&SB

DISTRIBUTION

1. Dy. Managing Director (TS) KW&SB
2. Dy. Managing Director (Finance) KW&SB/Convener Committee
3. Dy. Managing Director (Planning) KW&SB
4. Chief Engineer, Korangi, KW&SB/Member/Secretary Committee.
5. Chief Engineer, Central, KMC/Member of the Committee.
6. Director Administration, KMC/Member of the Committee.
7. Divisional Accounts Officer (South) KW&SB
8. Director (IF) KW&SB
9. Director Personnel, KW&SB
10. Director Administration, KW&SB
11. AD (LFA) KW&SB
12. AO (ESTT) KW&SB
13. Office Copy.
14. Master File.

c.c. to Managing Director, KW&SB

OFFICE OF THE EXECUTIVE ENGINEER (W) NORTH NAZIMABAD TOWN, F.W.S.B.  
 SE-1 BLOCK 'C' NEAR KDA CHOWRANGI, N/NAZIMABAD, KARACHI.

(Annexure A-II)

ANNEXURE - II  
 PROCUREMENT PLAN (Non-Development)

S.No.	Fund Head & Sub head	name of work & break up	Allocated Funds and break up for different locations/sites.	Items to be executed.	Method of procurement.	Anticipated/Actual Date of advertisement.	Anticipated/Actual Date of Start.	Anticipated/Actual Date of Completion.	Remarks
a	b	c	d	e	f	g	h	i	j
1.	L-013-18 (2015-16)	1) P/L of 3"Ø UPVC pipe by pass water pipe line for improv: of w/s near H.No.A-51 Block 'L' in N/Nazimabad.	(Allocation) Rs.25,00,000 for improv: of w/s near H.No.A-51 Block 'L' in N/Nazimabad. Rs.15,13,275	14, Nos	T/website	-	-	-	-
2.		11) Interconnection of 3"Ø UPVC pipe in 15-3 Buffer Zone & Block 'B' near Salma Village for improv: of w/supply.	(Salarnasxxx) Rs.15,13,275 (-) 9,95,010 Rs. 5,18,265	12 Nos	T/Website	-	-	-	-

STNDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

Signature of Executive Engineer

ANNEXURE - II  
 PROCUREMENT PLAN (Non-Development)

S. No.	Fund Head & Sub head	Name of work & break up	Allocated Funds and break up for different locations/sites.	Items to be executed.	Method of procurement.	Anticipated/Actual Date of Advertisement.	Anticipated/Actual Date of Start.	Anticipated/Actual Date of Completion.	Remarks
a	b	c	d	e	f	g	h	i	j
1.	E-013-17								
2.		Repl: of non-operative 12"Ø 8"Ø & 6"Ø old valve at v/places of N/Na. system & repairing of 15"Ø PRCG water pipe packages for imp. of w/supply.	(Allocation) Rs. 30,00,000 4,99,303/- 25,00,697/-	07 Nos	T/web-site (2015-16)	-	-	-	-
3.									

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY  
 KARACHI

*(Signature)*  
 EXECUTIVE ENGINEER (W)  
 NORTH NAZIMABAD TOWN  
 KARACHI

OFFICE OF THE EXECUTIVE ENGINEER (W) NORTH NAZIMABAD TOWN, F.W.S.B.  
 SE-1 BLOCK 'C' NEAR KDA CHOHRANGI, N/NAZIMABAD, KARACHI.  
 Wide Lines / Regulations For Procurement of Works.

(Annexure A-II)

ANNEXURE - II  
 PROCUREMENT PLAN (Non-Development)

S.No.	Fund Head & Sub head	name of work & break up	Allocated Funds and break up for different locations/sites.	Items to be executed.	Method of procurement.	Anticipated/Actual Date of Advertisement.	Anticipated/Actual Date of Start.	Anticipated/Actual Date of Completion.	Remarks
a	b	c	d	e	f	g	h	i	j
1.	E-013(32) 2015-2016								1
2.		F/L of 6" DI PVC DYEING pipe line in 15/B, Buffer Zone & Repairing of 15" DI 12" GP. Rec W/pipe leakages for IMP: of W/supply in N. Nazimabad.	(All location) RS. 2700000 09,75290 17,24710	10, Nos.	T/web-site 2015-2016	-	-	-	
3.									

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

NAZIMABAD TOWN

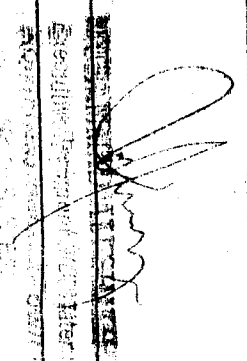
OFFICE OF THE EXECUTIVE ENGINEER (W) NO. 22 NAZIMABAD TOWN, KWESSE,  
 ST-1 BLOCK 'C' NEAR KDA CHO WRANGI, K/NAZIMABAD, KARACHI.

(Annexure A-II)

ANNEXURE - II  
 PROCUREMENT PLAN (Non-Development)

S. No.	Fund Head & Sub head	name of work & break up	Allocated Funds and break up for different locations/sites.	Items to be executed.	Method of procurement.	Anticipated/Actual Date of Advertisement.	Anticipated/Actual Date of Start.	Anticipated/Actual Date of Completion.	Remarks
a	b	c	d	e	f	g	h	i	j
1..	L-013-16 (2015-16)	Repair of leakages on AC pipes of various dia meter & repair of leakages of joints (external vatta) of PROG pipes of diff. places of M/A for Imp. of W/S	(Allocation) Rs: 45,00,000 (-) 9,98,944 35,01,056	02 Nos	T/web-site (2015-16)	-	-	-	-
2..									
3..									

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY





# TENDER DOCUMENTS

**NAME OF  
WORK:-**

**Inter-Connection of 3" Ø UPVC pipe in 15-B, Buffer Zone  
& Block-B, near Saima Village for improvement of  
water supply in North Nazimabad.**

**KARACHI WATER & SEWERAGE BOARD**

# BIDDING DATA

- (a) Name of Procuring Agency KW&SB.
- (b) Brief Description of Work :- INTERCONNECTION OF 3" DIA U.PVC PIPE IN 15-B BUFFER ZONE & BLOCK-B- NEAR SAIMA VILLAGE FOR IMPROVEMENT OF W/ SUPPLY IN N.NAZIMABAD.
- (c) Procuring Agency Address North Nazimabad, Karachi.
- (d) Estimate Cost On Item 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 and 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 'E', 9<sup>th</sup> Mile Karaz, Karachi on 14-03-2016 at 2:00pm, by procurement Committee.
- (i) Deadline for submission of Bid Along with time 14-03-2016 at 2.30 P.M.
- (j) Time for completion from written order commence 25 days
- (k) Liquidity damage 0.5% of Bid cost per day of delay
- (l) Bid Issued to Firm M/s. \_\_\_\_\_
- (m) Deposit Receipt No. & Date. \_\_\_\_\_
- Amount: Rs. 1000/-

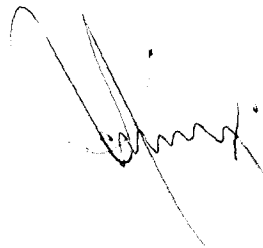
  
EXECUTIVE ENGINEER (W )  
NORTH NAZIMABAD TOWN  
KW&SB

Authority Issuing Bidding  
Document



## Evaluation Criteria of the tender up to 2.5 million

1. Contractor having NTN and copy must be available with tender in case of supply item the GST registration must be available with tender.
2. The Pay Order of Bid security as mentioned in NIT and must be available with tender.
3. Experience certificate of similar nature of job must be available with the tender.
4. Similar nature of Bidding Document form upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ otherwise the tender cannot be accepted
5. Rate must be quoted in figure & Words by contractor.
6. Bid shall be properly signed by contractor with stamped, address and contact No. #
7. If the estimate are based on Sch:2012 and premium can be allowed within allowable limit.
8. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be concenter.
9. Conditional bid cannot be accepted.
10. Bid must be submitted in sealed cover.
11. Contractor firm cannot be debarred in KW&SB



**OFFICE OF THE EXECUTIVE ENGINEER(W) NORTH NAZIMABAD TOWN  
ST-1, BLOCK "C" KDA CHOWRANGI, NORTH NAZIMABAD.**

**NAME OF WORK**                      **Inter Connection of 3"Ø UPVC pipe in 15-B, Baffer Zone  
& Block-B, near Saima Village for improvement of  
water supply in North Nazimabad.**

Issued to M/S. \_\_\_\_\_

Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_  
Bank

P.O. No. \_\_\_\_\_ Date: \_\_\_\_\_

**ETIMATE**                      **ON ITEM RATE BASIS**

**TIME LIMIT**                      **25 Days**

**PENALTY**                      **RS. 1000/- PER DAY**

**TENDER**

**COST**                      **RS. 1000/-**

**DATE OF RECEIVING** 14/3/2016 at 2:00 P.M. and opened at 14/3/16 2:30 P.M.                      in the office of

the Chief Egnear (IPD) Block "E" 9th Mile Sharah-e-Faisal, Karachi.

SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. In Figure	Rs. In Words		
1	Dismantling and removing road metalling					
	80 mm (3") UPVC	4750 Cft				
	80 mm (3") UPVC	200 Cft				
		4950 Cft			% Cft	
2	Excavation for pipe line in trenches, and pits in all kind of soils of murum i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharg. Providing fence guard, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft (1.52m) and lead upto one chain (30.5m), (0'-5')					
	80 mm (3") UPVC	9500 Cft				
	80 mm (3") UPVC	400 Cft				
		9900 Cft			%0 Cft	

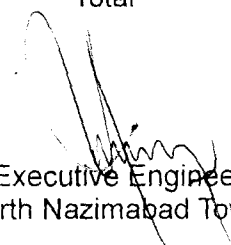
SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. In Figure	Rs. In Words		
3	Excavation for pipe line in trenches, and pits in soft rock by hammering and chieslling where blasting is not practicable of prohibited i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge. Providing fence guards, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft (1.52m) and lead upto one chain (30.5m).					
	80 mm (3") UPVC	9500 Cft				
	80 mm (3") UPVC	400 Cft				
		9900 Cft			%0 Cft	
4	Excavation for pipe line in trenches, and pits in hard rock by hammering and chieslling is not practicable or prohibited i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge. Providing fence guards, flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft (1.52m) and lead upto one chain (30.5m).					
	80 mm (3") UPVC	4750 Cft				
	80 mm (3") UPVC	200 Cft				
		4950 Cft			%0 Cft	

SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. In Figure	Rs. In Words		
5	Providing, laying uPVC Pressure pipes of class C fixing in trench i/c cutting, fitting and jointing with Z joint with one rubber ring i/c tesing with water to a head 91.5 meter or 300ft.					
	80 mm (3") UPVC	1900 Rft				
	80 mm (3") UPVC	80 Rft				
		1980 Rft			P / Rft	
6	Full hire charges of pumping set per day inclusive of wages of driver and assistant, fuel or electric energy platform required for placing the pump etc, at lower depth with suction and delivery pipes for pumping out water found at various depth from trenches i/c the cost of erection and dismantling after completion of the job hire charges of pumping set of upto 10 HP from 10'-0 feet depth					
	Total Days	24 days			Per Day	
7	Cast Iron Specials uPVC pressure pipes cast iron special for PVC / Ac. Standard weight for ACIL "B" Class)					
	Bend 90 degree 75 mm	2 Nos			Each	
	Unequal TEE (400mm to 80mm)	2 Nos			Each	
	Unequal TEE (150mm to 80mm)	1 No			Each	
8	C.I. Sluice Valve heavy pattern (test pressure 21.0 kg / c m o r 3 0 0 lb/sq.inch)(Improted)					
	3" Dia	3 Nos			Each	

SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. In Figure	Rs. In Words		
9	Fixing of sluice valves with 2 cast iron tailpieces one and flanged and other with socket including the cost of nuts bolts and rubber packing labor etc complete.					
	3" Dia	3 Nos			Each	
10	Construction of chamber c.c. block Masonry chamber of 6x6x6 (made diamention) with 24"x24" C.I. cover from weighing 65 KG fix in RCC 1:2:4 slab 6" thick stell 1/2 dia tormain bars at 6" thick c/c i/4" dia (8" c/c ditribution bars 6' thick c.c 1:3:6 block masonry walls set in 1:0 C.M 6" thick c.c 1:4:8 in foundation 2" thick c.c 1:2:4 flooring thick cement plaster 1:2:6 to all in side walls surface top and bottom slab outer side will surface 1" execution dewatering refilling etc.					
	4' x 4' x 4'	1 No			Each	
11	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete.					
	for All Kind Soils	9900			%0 Cft	

SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. In Figure	Rs. In Words		
12	Sand Haro or any other sourc					
	for soft rock replacement	9900 Cft			% Cft	
	for hard rock replacement	4781 Cft			% Cft	

Total

  
Executive Engineer (Water)  
North Nazimabad Town KW&SB

I / We hereby quoted Rs. \_\_\_\_\_ (in words)

(Note: All existing SPPRA Rule will be abide.)

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

Address: \_\_\_\_\_

Cell No. \_\_\_\_\_

Seal: \_\_\_\_\_

## Conditions of Contract

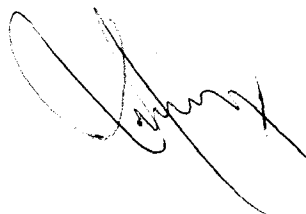
**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

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

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

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exists:-
- (i) contractor causes a breach of any clause of the Contract;
  - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
  - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
  - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
  - (ii) to finalize the work by measuring the work done by the contractor.



(C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

**Clause 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

**Clause -5: Extension of Intended Completion Date.** The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause -6: Specifications.** The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.





**Clause – 7: Payments.**

- (A) **Interim/Running Bill.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

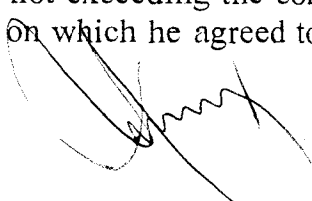
The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes.

All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

- (B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**Clause – 8: Reduced Rates.** In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause – 9: Issuance of Variation and Repeat Orders.**

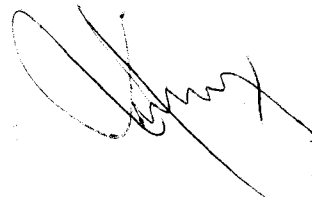
- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the
- 

work, and at the same rates, as are specified in the tender for the main work. The contractor has ~~no right to claim for~~ compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be xceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

#### Clause-10: Quality Control.

- (A) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-in-charge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
  - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.



- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

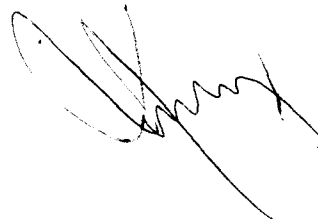
**Clause – 11:**

- (A) **Inspection of Operations.** The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) **Dates for Inspection and Testing.** The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

**Clause – 12: Examination of work before covering up.**

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

**Clause – 13: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

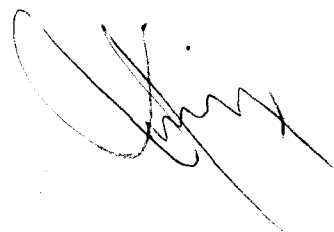


**Clause-14: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

**Clause-15: Sub-contracting.** The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

**Clause - 16: Disputes.** All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause -17: Site Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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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.

  
**Divisional Accountant**

Divisional Accountant  
Contract Administration

**Contractor**

  
**Executive Engineer/Procuring Agency**