



OFFICE OF THE EXECUTIVE ENGINEER (W/D) GULBERG TOWN
KARACHI WATER & SEWERAGE BOARD

No. KW&SB/EE/G.T/W/D/2016/811

Dated: 11/4/2016

NOTICE INVITING TENDER THROUGH WEBSITE

(ON ITEM RATE BASIS)

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

ESTIMATE COST BELOW 1.00. Million

S.No	DETAIL	CONDITIONS
01.	Name of work	REPLACEMENT OF RUSTED OF CHOCKED C.I WATER LINE 3" AND 4" DIA BY UPVC 4" & 3" DIA WATER LINE AT ADDRESS AT HOUSE NO. R-581 TO 651 & 841 BLOCK-20 AND REPAIR OF WATER LEAKAGES 18" DIA, 15" DIA & 12" DIA REPAIR OF SLUICE VALVE IN DIFFERENT PLACES FOR IMPROVEMENT OF WATER SUPPLY IN GULBERG TOWN.
02.	Eligibility of Firm	(i) 3 Year Experience Certificate of Similar job must be attached with the Tender. (ii) Tender cost Rs.500/- (Non Refundable) in shape of pay order in favor of KW&SB. (iii) Sindh Revenue Board Certificate. (iv) Minimum Turnover of at least Three Years
03.	Tender can be Purchasing	Accounts Officer (Revenue) KW&SB Head Office at 1 st Floor Old KBCA Annexy Building Behind Civic Centre Gulshan-e-Iqbal, Karachi from 09:00 A.M to 01:00 P.M
04.	Bid Security	2% of quoted amount in shape of pay order/ bank draft in favor of Karachi Water & Sewerage Board.
05.	Last date of issuing	W.e.f 1 st Hosting Date to 28/04/2016 from 9.00 am to 1.00 pm.
06.	Date and time of submission and opening of Tender	Submission at 2.00 PM on 29/04/2016 & will be opened at 2.30 PM on the same day
07.	Place of opening	The Procurement Committee-I KW&SB at the office of the Convener / Chief Engineer (IP&D) Room No.05 Block-E at 9 th Mile Karsaz main Shahrah-e-Faisal Karachi.
08.	Source of Funding	Own Funds of KW&SB for Current F.Y 2015-16
09.	Scope of Work	Improvement of Water Supply System
10.	Estimate Cost.	Rs.2,31,741/-


EXECUTIVE ENGINEER (W/D)
GULBERG TOWN, KW&SB

CONDITIONS:

1. *Tender would be downloaded from SPPRA 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 a public holiday by the Government, or non-working day due to any reason, the next official working day shall be 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 1 year of similar nature of job must be attached with the bid.*
 - a. *Bid security of relevant amount*
 - b. *3 years' experience certificate of similar nature of job, turnover last 3years.*
 - c. *Sind Board Revenue Certificate.*
 - d. *Turnover of at least Three Years*

KARACHI WATER & SEWERAGE BOARD

DMD (TS) KW&SB
 Dairy No. 361/P
 Dated 11/2/16

NOTE SHEET

(-5-)

Chief Engineer (W&S)
 KW&SB 1056
 Inward No. _____
 Outward No. _____
 Dated: 11/2/16

Paras

Reference

SUBJECT: REPLACEMENT OF RUSTED OF CHOCKED C.I WATER LINE 03" & 04" DIA BY UPVC 04" & 03" DIA WATER LINE AT ADDRESS AT HOUSE NO. R-581, R-651, R-841 BLOCK-20 AND REPAIR OF WATER LEAKAGE 18" DIA, 12" DIA AND REPAIR FOR IMPROVEMENT OF WATER SUPPLYING GULBERG TOWN.

30/ The Estimate amounting to Rs.2,41,830/- (Rupees Two Lac Forty One Thousand Eight Hundred Thirty Only) has been framed by the E.E Gulberg Town (Water) and duly checked by the Director Design, KW&SB for amounting to Rs.2,31,741/- (Rupees Two Lac Thirty One Thousand Seven Hundred Forty One Only) at Para 16/N-3 to 20/N-3. The necessity and justification of work is given by concerned Executive Engineer (Water), Gulberg Town at Para 1/N to 2/N and 23/N-4 to 24/N-4.

31/ The case is forwarded to obtain Administrative, Financial & Technical approval from Managing Director, KW&SB for calling **Tender through Authority Website, as per SPPRA Rule 2010** along with permission for reimbursement of Rs.2,000/- for uploading fee on **SPPRA Website** by crossed Cheque / Demand Draft / Pay Order in favour of SPPRA authority Karachi, as requested by the concern E.E Gulberg (Water) at Para 25/N-4 to 26/N-4 duly recommended & forwarded by S.E Central at Para 27/N-4, The expenditure is chargeable to BG-No.N-013-17 for current financial year 2015-16.

36/N Forwarded for inspection please
 S.E (Central)
 J. E. (W&S)
 KW&SB

[Signature]
 11/2/2016

CHIEF ENGINEER
 (W&S), KW&SB

32/ DMD (T/S), KW&SB

For necessary Administrative approval, as recommended by *[Signature]*, vide para 31/N, p.c.

33/ MD, KW&SB

As proposed by *[Signature]* 11/2/16

DMD (T/S) vide Para 32/N-

34/ DMD (T/S)

35/ *[Signature]*

[Signature]
 DMD (T/S)



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

No. KW&SB/D.M.D/HRD&A/919

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 (IT) 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

KARACHI WATER & SEWERAGE BOARD

OFFICE OF THE CHIEF ENGINEER (IPD)

Block-B, 9th Mile Karsaz, Shahra-e-Faisal, Karachi

Telephone # 99245161

No.KW&SB/CE(IPD)/2013/236

Dated: /5-03-2013

OFFICE ORDER

In pursuance of Rule-07 of the Sindh Public Procurement Rules, 2010, instruction of SPPRA communicated vide No.Dir(Enf-I)/SPPRA/1-3/(GEN)/12-13/S001, dated: 26-02-2013 and with the approval of Managing Director, KW&SB, Procurement Committee is hereby re-constituted for performing the functions prescribed in Rule-08 of Rules ibid for the works for which evaluation report required to be hoisted on Sindh Public Procurement Authority's Web Site, as under:

S.No	Nominee	Position in P.C
1	Chief Engineer (IPD)	Convener
2	Chief Engineer (Concerned)	Member
3	Representative of D.G (TS) KMC	Member
4	Representative of Finance Advisor, KMC	Member
5	Accounts Officer (Concerned)	Member / Secretary


The office of the Convener / Chief Engineer (IPD), shall be headquarter for Procurement Committee.

The Concerned office of Chief Engineer shall maintain the record of procurement proceedings as required under Rule-9 of SPPRA 2010.

Uniform criteria for assessment of bids shall be used by all the Procurement Committees, to ensure uniformity of assessment of similar items and works.

This modifies the earlier order bearing No.MD/KW&SB/2011/197/L dated:18-06-2011.

This issue with the approval of Managing Director, KW&SB.


Chief Engineer (IPD)
KW&SB

Copy to:

1. The Managing Director, KW&SB.
2. The All DMD's KW&SB.
3. The All C.E's KW&SB.
4. The Assistant Director (LFA), KW&SB.
5. The P.S to Chairman, KW&SB.
6. The All Accounts Officer, KW&SB.

Copy also to:

1. The Administrator, KMC.
2. The Chief Officer / Municipal Commissioner, KMC.
3. The Director General (T.S), KMC.
4. The Financial Advisor, KMC.
5. The Director (C.B) SPPRA, GOS.



KARACHI WATER & SEWERAGE BOARD

HUMAN RESOURCES, DEVELOPMENT & ADMINISTRATION DEPARTMENT
PHONE NO. 021-99231464, 021-99231463

No: KW&SB/HRD&A/DMD/944

Dated: 30.10.2015

CORRIGENDUM

In pursuance of office order issued vide No.KW&SB/DMD//HRD&A/919 dated 22.10.2015 regarding of rules-31 of SPPR, A complaint redressal committee (CRC) is Constituted, requires appropriate correction as under:

Sr. No.04 May Be Read as : Sr. Director (HRM) KMC.

Instead of : Director Administration KMC.


(SYED SHAKEEL AHMED)
DY. MANAGING DIRECTOR
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. The Chief Engineer Korangi KW&SB / Member Secretary Committee.
5. The Chief Engineer Central KMC / Member of the Committee.
6. The Senior Director HR-II KMC / Member of the Committee.
7. The Divisional Account Officer (South), KW&SB.
8. The Director (IT), KW&SB.
9. The Director Administration, KW&SB.
10. The Asstt. Director (LFA), KW&SB.
11. The Accounts Officer (Estt), KW&SB.
12. Office Copy.
13. Master File.

C.C. to Managing Director, KW&SB.



TENDER DOCUMENTS

REPLACEMENT OF RUSTED OF CHOCKED C.I WATER
LINE 3" AND 4" DIA BY UPVC 4" & 3" DIA WATER LINE
AT ADDRESS AT HOUSE NO. R-581 TO 651 & 841
BLOCK-20 AND REPAIR OF WATER LEAKAGES 18"
DIA, 15" DIA & 12" DIA REPAIR OF SLUICE VALVE IN
DIFFERENT PLACES FOR IMPROVEMENT OF WATER
SUPPLY IN GULBERG TOWN.

KARACHI WATER & SEWERAGE BOARD

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. 1 Years Experience certificate of similar nature of job must be available with the tender.
4. Turnover Statement last 3 Years
5. 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
6. Rate must be quoted in figure & Words by contractor.
7. Bid shall be properly signed by contractor with stamped, address and contact No. #
8. If the estimate are based on Sch:2012 and premium can be allowed within allowable limit.
9. If the estimate are preparing on M.R and 10% profit is included in R.A & excess quoted cost cannot be concenter.
10. Conditional bid cannot be accepted.
11. Bid must be submitted in sealed cover.
12. Registration Certificate from S.R. B (Sindh Revenue Board) must be attached.


BIDDING DATA

- (a) Name of Procuring Agency KW&SB
- (b) Brief Description of Work REPLACEMENT OF RUSTED OF CHOKED C.I WATER LINE 3" AND 4" DIA BY UPVC 4" & 3" DIA WATER LINE AT ADDRESS AT HOUSE NO. R-581 TO 651 & 841 BLOCK-20 AND REPAIR OF WATER LEAKAGES 18" DIA, 15" DIA & 12" DIA REPAIR OF SLUICE VALVE IN DIFFERENT PLACES FOR IMPROVEMENT OF WATER SUPPLY IN GULBERG TOWN.
- (c) Procuring Agency Address Gulberg Town.
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 2% Earnest Money
- (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" 9th Mile Karsaz, Karachi on **29-04-2016** at 2.30 PM by Procurement Committee
- (i) Deadline for submission of Bid along with time. 29-04-2016 at 2.00 PM
- (j) Time for completion from written order commence 20 Days
- (k) Liquidity damage Rs.500/- per day of delay
- (l) Bid issued to Firm M/s. _____
- (m) Deposit Receipt No. & Date _____

Amount:

Rs. 500/=

Authority Issuing Bidding Document


Executive Engineer (Water)
Gulberg Town, KW&SB

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


Estimate amount : Item Rate basis
 Time limit : 20 days
 Penalty for delay : 500/- P/day
 Tender Cost : 500/-
 Date of Opening : 29-04-2016

Name of Work:- **REPLACEMENT OF RUSTED OF CHOKED C.I WATER LINE 3" AND 4" DIA BY UPVC 4" & 3" DIA WATER LINE AT ADDRESS AT HOUSE NO. R-581 TO 651 & 841 BLOCK-20 AND REPAIR OF WATER LEAKAGES 18" DIA, 15" DIA & 12" DIA REPAIR OF SLUICE VALVE IN DIFFERENT PLACES FOR IMPROVEMENT OF WATER SUPPLY IN GULBERG TOWN.**

S. No	Description of Work	QTY	Rate		Per Unit / Item	Amount in Rupees
			Rupees in Figures	Rupees in Words		
1.	Dismantling and removing road metling	900 Cft			%Cft	
2.	Excavation for pipe line in trenches & pits in all kind of soil murum i/c trimming and dressing sides to true alignment & shapes leveling of bed trenches to correct level and grade cutting joint holes & disposal of surplus earth within a one chain as directed by Engineer incharge. Providing fence guards lights, flags, and temporary crossing for non-vehicular traffic where ever required lift upto 5ft (1.52m) and lead upto one chain(30.5m).	2400 Cft			%0 Cft	
3.	Execution for pipe line in trenches and pits in wet silt clay or mud and pits i/c trimming and dressing sides to true alignment and shapes leveling of bed of trenches to correct level and grade cutting joint holes and disposal of surplus earth with in a one chain as directed by engineering Incharge providing fence hoards lights pelages and temporary crossing for non vehicular traffic where ever required lift up to 5'-0 ft (1.52m) and lead up to one chain.	3600 Cft			%0Cft	
4.	Providing laying UPVC pipes of class B fixing in trench i/c cutting, fitting and jointing with solvent cement i/c testing with water to a head of 61 water or 200ft 3" dia 4" dia	500 Rft 100 Rft			P/Rft P/Rft	
5.	CI sluice valve heavy pattern (test pressuer 21.0 kg/sq.com or 300 Lbs/sq. inch (imported). 3" dia	01 No.			Each	
6.	Fixing of S/Valve with two tail pieces or flanged & other with socket i/c the cost of nuts, bolts & rubber packing labour etc complete. 3" dia	01 No.			Each	

7.	Full hire charges of pumping set i/c wages of driver and Assistant fuel or electric energy plate form required for placing or at lower depths with suction and delivery pipes for pumping and water found at various depth form trenches i/c dismantling after completion of the job. Hire charges of pumping set of up to 10 HP. Pumping out water from 10 ft deep trench.	08 Days			P/Day	
8.	Refilling of excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete.	5966.75 Cft			%0Cft	
9.	Repairing of leaking joints (external vatta) on PRCC pipe of various dimension I/C the cost of excavations, de-watering back filling sealing materials gunny bags sand spurn yarn labours, fitters etc complete.	18" dia 15" dia 12" dia	04 Nos. 01 No. 03 Nos.		Each Each Each	
10.	Manufacturing of S. Steel spindle and gun metal nut bolt rubber and gutka etc complete.	12" dia	01 No.		Each	

Total Amount Rs. _____/=


Executive Engineer (Water)
Gulberg Town, KW&SB

NOTE:- Contractor will abide all existing rules / terms & condition of SPPRA Rules-2010

I/We hereby Quoted an Amount of Rs. _____ On item rate basis.

In wards(_____)

Signature of Contractor _____

Address. _____

Cell No. _____

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

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

- (i) no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract,
- (ii) however, the contractor can claim for the work done at site duly certified by the executive 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 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 irrespective of work already approved or paid.
- (B) **Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.
- (C) **Uncorrected Defects:**
 - (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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

Clause – 11:

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

Clause – 12: Examination of work before covering up.

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

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

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

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

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

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

Clause –18: Financial Assistance /Advance Payment.

(A) **Mobilization advance** is not allowed.

(B) **Secured Advance against materials brought at site.**

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.


Divisional Accountant

Contractor


Executive Engineer/Procuring Agency

ANNEXURE -II

PROCUREMENT PLAN (NON- DEVELOPMENT)

EXECUTIVE ENGINEER (W)
GULBERG TOWN
CHIEF ENGINEER (W/S)

S No	Fund Head	Name of Work and Break up	Allocated funds and breakup 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
1	N-013-17	REPLACEMENT OF CHOCKED AND OLD 6,4"AND 3"DIA C.I BY UPVC PIPE IN BLOCK -II FB AREA TO COPE WITH ACUTE SHORTAGE OF WATER IN ABOVE AREAS GULBERG TOWN.	Rs. 2026676/- 350000/-	14 Items as per BOQ	Single Stage	17/02/2016			


 EXECUTIVE ENGINEER (W)
 GULBERG TOWN, KW&SB