

**KARACHI WATER & SEWERAGE BOARD**  
OFFICE OF THE EXECUTIVE ENGINEER NORTH NAZIMABAD TOWN (WATER)  
ST-1, BLOCK-C, NEAR KDA CHOWRANGI, N. NAZIMABAD

**NOTICE INVITING TENDER THROUGH WEBSITE**  
**(ON ITEM RATE BASIS)**

Sealed Tenders are invited (single stage one Envelope System) as per SPPRA Rules, 2010 (Amended 2013) for the works mentioned below.

S.No.	DETAIL	CONDITIONS
1.	Name of work	REPLACEMENT OF CHOCKED, RUSTED & DAMAGED C.I. WATER PIPE BY 3"Ø & 4"Ø UPVC WATER PIPE CUM REPAIR OF 15"Ø & 12"Ø PRCC PIPE WATER LEAKAGES AT BLOCK A& C. SHADMAN & DIFFERENT SPORTS OF NORHT NAZIMABAD FOR IMPROVEMENT OF WATER SUPPLY.
2.	Name, Address & Phone No. DDO	Executive Engineer (Water) North Nazimabad Town. Cell: 0300-2577674
3.	Eligibility of Firm / Bidder	1. NTN Certificate 2. Valid Professional Tax 3. S.R.B. Certificate 4. Relevant Experience Work last 3 years 5. Minimum Turnover last three years at least Rs.8,00,000 Lac Each Work
4.	Tender can be purchased	In charge revenue accounts section finance department KW&SB Head Office Annexy Building of KBCA at Civic Centre Karachi from 9:00 A.M to 05:00 PM in any working day except the date of opening of the tender.
5.	Bid Security	2% of quoted amount in shape of Pay Order / Bank Draft from an shedule Bank of Pakistan in the favour of KW&SB must be accompanied with the tender otherwise the Tender shall be treated as invalid & rejected.
6.	Tender Fee	Rs.1000/- in shape of Pay order in favour of KW&SB. (Non-refundable)
7.	Start date of issuance of Tender/last date of issuance of Tenders	w.e.f. Date 28-11-16 SPPRA website upto the last date 20-12-16 of issuing
8.	Date of opening & submission of Tender	Tender will be submitted on 21-12-16 at 2:00 PM and will be opened on the same date at 2:30 PM.
9.	Un-responded Tender will be again issued / submitted/ opened on (2nd Attempt)	2nd attempt tender will be issue from date 22-12-16 to 09-01-17
		Submission on 10-01-17 at 2:00 PM and will be opened at 2:30 PM.
10.	Submission/open venue	Tender will be opened by the Procurement Committee-I at the Office of the Director Design KW&SB situated at Block-17, Gulshan-e-Iqbal, COD Filter Plan, Karachi.
11.	Source of Work	Improvement of Water Supply System in North Nazimabad Town.
12.	Estimated Cost	Rs/ 9,77,558
13.	Scope of Funding	KW&SB Funding

**Note:-**

- Tender and bidding documents can be seen & download from SPPRA website www.SPPRASindh.gov.pk
- The participants must quote the rates both in words and figures along with telephone / Mobile numbers, Postal address, Fax Number must be mentioned in bids.
- If any inconvenient situation created in the city or Govt. Will announce any holiday on opening date of tender shall be submitted / opened on next working day at same time & venue.
- The procuring agency may reject any bid to relevant provisions of SPPRA-2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25 of SPPRA-2010.
- Conditional tender or tenders from debarred contractor shall not be accepted and shall be treated as rejected and invalid then & there.
- Offers should be received in seal cover.
- Bid must be in sealed cover and experience certificate for 03 year of similar nature of job turnover of at least last three year must be attached with the bid along with Electric License of GOS.
- Dabarred contractor's bid cannot be accepted.
- In case of any required information work to the concerned offer as per item No. 01 may be contracted or his office may be visisted

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

**Copy to:**

- Director, SPPRA, GOS.
- Director (D&E), KW&SB
- Superintending Engineer (Central) KW&SB
- Accounts Officer (Revenue), KW&SB
- Accounts Officer (Central), KW&SB
- Office Copy



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

650/1  
 20/04/2016

KW&SB/HR/HR/HR/HR/HR

Dated: 14<sup>th</sup> April 2016

**OFFICE ORDER**

The Procurement Committee is hereby constituted in accordance with the provisions of the Public Procurement Rules 2010, for performing the functions prescribed in Rule 98 of Rules laid for the works for which evaluation report required to be hosted on Sindh Public Procurement Authority website.

Sr. No.	Nominee	Position in P.C
1	Director Design & Estimate	Convener / Chairman
2	Superintending Engineer (Concerned)	Member
3	Representative of D.G. (TS), KMC	Member
4	Representative of Finance Advisor, KMC	Member
5	A.O. / D.A.O. / A.A.O. (Concerned)	Member/Secretary

3052  
 4/16

*M. Javed*

The office of the Director Design shall be headquarter for Procurement Committee-

The Concerned Superintending Engineer shall maintain the record of Procurement proceedings as required under Rule 99 of SPPRA-2010

This issues on the recommendation of Chief Engineer (P&MC and Planning) KW&SB and with the approval of Managing Director KW&SB vide para 5/N.

*All S.Es Moby*  
*Dr. Ahsan Ali*

*M. Javed*  
 14/4/2016

**DISTRIBUTION**

1. Dy. Managing Director (TS) KW&SB
2. Dy. Managing Director (Planning) KW&SB
3. Chief Engineer (W/S) KW&SB
4. Director Design & Estimate, Convener of Procurement Committee
5. All Members of the Committee
6. Sr. Director (Finance) KW&SB
7. Director (P&MC) KW&SB
8. Director (S&D) KW&SB
9. Joint Director (P&MC) KW&SB
10. Joint Director (Finance) KW&SB
11. Joint Director (S&D) KW&SB
12. Joint Director (TS) KW&SB
13. Joint Director (W/S) KW&SB
14. Joint Director (M&A) KW&SB
15. Joint Director (HR) KW&SB
16. Joint Director (IT) KW&SB
17. Joint Director (Legal) KW&SB
18. Joint Director (Public Relations) KW&SB
19. Joint Director (Security) KW&SB
20. Joint Director (Stores) KW&SB
21. Joint Director (Transport) KW&SB
22. Joint Director (Medical) KW&SB
23. Joint Director (Dormitory) KW&SB
24. Joint Director (Canteen) KW&SB
25. Joint Director (Recreation) KW&SB
26. Joint Director (Fire) KW&SB
27. Joint Director (First Aid) KW&SB
28. Joint Director (Security Guard) KW&SB
29. Joint Director (Driver) KW&SB
30. Joint Director (Peon) KW&SB
31. Joint Director (Clerk) KW&SB
32. Joint Director (Lab Assistant) KW&SB
33. Joint Director (Stenographer) KW&SB
34. Joint Director (Typist) KW&SB
35. Joint Director (Printer) KW&SB
36. Joint Director (Photocopier) KW&SB
37. Joint Director (Fax) KW&SB
38. Joint Director (E-mail) KW&SB
39. Joint Director (Internet) KW&SB
40. Joint Director (Mobile) KW&SB
41. Joint Director (Landline) KW&SB
42. Joint Director (Telex) KW&SB
43. Joint Director (Radio) KW&SB
44. Joint Director (TV) KW&SB
45. Joint Director (Cinema) KW&SB
46. Joint Director (Theatre) KW&SB
47. Joint Director (Sports) KW&SB
48. Joint Director (Gym) KW&SB
49. Joint Director (Swimming) KW&SB
50. Joint Director (Tennis) KW&SB
51. Joint Director (Cricket) KW&SB
52. Joint Director (Football) KW&SB
53. Joint Director (Basketball) KW&SB
54. Joint Director (Volleyball) KW&SB
55. Joint Director (Badminton) KW&SB
56. Joint Director (Table Tennis) KW&SB
57. Joint Director (Chess) KW&SB
58. Joint Director (Go) KW&SB
59. Joint Director (Shogi) KW&SB
60. Joint Director (Mahjong) KW&SB
61. Joint Director (Poker) KW&SB
62. Joint Director (Rummy) KW&SB
63. Joint Director (Solitaire) KW&SB
64. Joint Director (Backgammon) KW&SB
65. Joint Director (Checkers) KW&SB
66. Joint Director (Draughts) KW&SB
67. Joint Director (Go) KW&SB
68. Joint Director (Shogi) KW&SB
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72. Joint Director (Solitaire) KW&SB
73. Joint Director (Backgammon) KW&SB
74. Joint Director (Checkers) KW&SB
75. Joint Director (Draughts) KW&SB

SR DIRECTOR HR  
 KW&SB

*ANEE'S*  
*Resonance*

*See position file*

*Signature*



**KARACHI WATER & SEWERAGE BOARD**  
 HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT  
 PHONE NO. 021-3221144-1, 3221145-1, 3221146-1

No. KW&SB/D.M./HRD/06/310

Date: 22-10-2016

OFFICE ORDER

With immediate effect, for compliance of Rule-31 of SPPB, a Committee of 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 issued on the recommendation of the Committee of Redressal Committee, KW&SB. Dy. Managing Director (Finance), KW&SB is hereby appointed as the Convener and Secretary of the Committee. Dy. Managing Director, KW&SB

*(Signature)*  
 Dy. Managing Director (Finance), KW&SB

DISTRIBUTION

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

*Attested*  
*(Signature)*

# TENDER DOCUMENTS

NAME OF WORK: REPLACEMENT OF CHOKED RUSTED & DAMAGED C.I.  
WATER PIPE BY 3"Ø & 4"Ø UPVC WATER PIPE CUM  
REPAIR OF 15"Ø & 12"Ø PRCC PIPE WATER LEAKAGES  
AT BLOCK A & C SHADMAN & DIFFERENT SPOTS OF  
NORTH NAZIMABAD FOR IMPROVEMENT OF V/SUPPLY.

E/Cost:Rs.09,77,558/=

KARACHI WATER & SEWERAGE ROAD

# BIDDING DATA

(A) Name of Procuring Agency	KW&SB
(b) Brief Description of work	REPLACEMENT OF CHOKED, RUSTED & DAMAGED C.I. WATER PIPE BY 3"Ø & 4"Ø UPVC WATER PIPE CUM REPAIR OF 15"Ø & 12"Ø PRCC PIPE WATER LEAKAGES AT BLOCK A & C, SHADMAN & DIFFERENT SPORTS OF NORHT NAZIMABAD FOR IMPROVEMENT OF WATER SUPPLY
(c) Procuring Agency Address	North Nazimabad, Karachi.
(d) Estimate Cost	On item rate basis
Amount of Bid Security	2% of bid amount
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 Director Design, KW&SB, Situated at Block-17, Gulshan-e-Iqbal, COD filter plan. 21-12-16, at 2:00 pm. by procurement committee.
(i) Deadline for submission of Bid Along with time	21-12-16 at 2:30 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 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

Name of work:- Replacement of cracked rusted & damaged C.I. water pipe by 3"Ø & 4"Ø ~~water~~ UPVC water pipe cum repair of 15"Ø & 12"Ø FRCC pipe water leakages at Block A & C Shadman & different spots of N/Naz. for improv. of W/S.

## 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

*Handwritten signature*

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

**NAME OF WORK**      **REPLACEMENT OF CHOCKED, RUSTED & DAMAGED C.I. WATER PIPE BY 3"Ø & 4"Ø UPVC WATER PIPE CUM REPAIR OF 15"Ø & 12"Ø PRCC PIPE WATER LEAKAGES AT BLOCK A & C, SHADMAN & DIFFERENT SPORTS OF NORHT NAZIMABAD FOR IMPROVEMENT OF WATER SUPPLY**


SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. In Figure	Rs. In Words		
1	Dismantling and removing road metalling	8500 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, lights flags and temporary crossings for non-vehicular traffic where ever required lift upto 5 ft (1.52m) and lead upto one chain (30.5m).	42500 Cft			%0 Cft	

SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. In Figure	Rs. In Words		
3	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 testing with water to a head 91.5 meter or 300ft.					
	80 mm (3")	2600 Rft			P/Rft	
	100 mm (4")	800 Rft			P/Rft	
4	C.I. Sluice Valve heavy pattern (test pressure 21.0 kg / c m o r 3 0 0 lb/sq.inch)(Imported)					
	3" Dia	2Nos			Each	
5	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	2Nos			Each	
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 hire charges of pumping set of upto from 10 HP pumping out water from 10 ft deep trenches					
		19 days			P/Day	



SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. in Figure	Rs. in Words		
7	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc. complete.	42302/61 Cft			%0 Cft	
8	Cast Iron Specials for UPVC/AC pressure pipes standard Wt. For ACIL "B" Class) Equal/Unequal TEE					
	6" to 4" Dia	3 Nos			Each	
	6" to 3" Dia	2 Nos			Each	
	90 deg Bend 100 mm	2 Nos			Each	
	90 deg Bend 75 mm	2 Nos			Each	
9	Repair of leakages of joints (External Vatta) of P.R.C.C. Pipes i/c cost of excavation. labour. sealing materaii. de-gatering refilling of					
	15" Dia	2 Nos			Each	
	12" Dia	1 No			Each	

SN	DESCRIPTION OF WORK	QUANTITY	RATE		Per Unit Item	AMOUNT in Rupees
			Rs. in Figure	Rs. in Words		
10	Providing chamber inside dimension with 24" x 24" C.I Cover and frame weighing 2 cwt with locking arrangement with fixing in R.C.C 1:2:4 slab 6" slab with 5 lbs steel / cft, 12" thick c.c 1:3:6 in founding Block masonry walls sed and 1:6 C.M 6" dia thick c.c 1:3:6 in foundation in 1" thick 1:2:4 flooring ½"thick C.P 2 1"3 C.M to all inside wall surface and to top i/c Providing / fixing foot rest and every one foot of depth beyond 2 ½ depth i/c curing excavation back filling and disposal of surplus earth.					
	4' x 4' x 4'	4 Nos			Each	
					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. \_\_\_\_\_

## Conditions of Contract

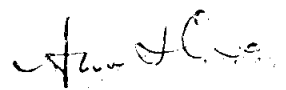
**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim 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 90 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 be deemed fit:-
- (i) to forfeit the security deposit and all the rights and obligations connected with the contract and to cancel it;
  - (ii) to forfeit the security deposit and to suspend the contractor from the contract.



(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.

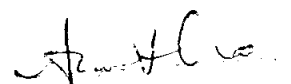
Procuring Agency/Engineer may invite fresh bids for remaining work.

**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 furnished by the parties, the said specification being a part of the contract. The contractor shall also conform 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 use a special key shall be entitled to have access at any office or on the site of work for the purpose of inspection during all the hours and on all days of the week, Sundays, public holidays, and on all days of the year, and shall be bound to attend to the same and to furnish the Engineer-in-charge with all the information and documents which may be required by him in connection with the execution of the work.



**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.

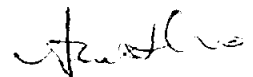
- (B) **The Final Bill.** A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

**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 or due to actual field conditions, within the general scope and physical boundaries of the contract.

- (B) Contractor shall not put forward any claim for extra work or materials or for extra time for completion of the contract, which is not covered by the Variation Order, unless the same has been approved by the Engineer-in-charge in writing.



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 start the work and to complete the work in time. The contractor shall remain liable for the cost of the work done by the third party. The contractor shall be liable for the cost of the work done by the third party.

*[Handwritten signature]*

- (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 and 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 foundation.
- (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 becomes 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, and the Engineer may, at any time, by a written order, require the contractor to take such steps as may be necessary to prevent or minimize the risk of such damage or injury.

*John H. Coe*

**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, or 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 incurred from the contractor's retention as per the contract. The contractor shall have to claim a refund of the amount of such expenses incurred for any sum retained by the Engineer-in-charge.

*[Handwritten signature]*

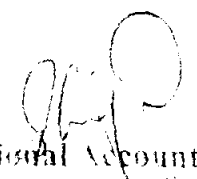


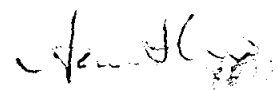
**Clause –18: Financial Assistance /Advance Payment.**

- (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

  
Executive Engineer, Procuring Agency

Contractor