

KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE EXECUTIVE ENGINEER (WATER) SITE TOWN
Site Town Water Adjacent Rashid Minhas School Near Urdu Bazar Nazimabad No.1 Karachi

NO.KW&SB/EE/W/S.T/2016/ 52

Dated:- 30-11-2016

To,
The Director,
Capacity Building,
Sindh Public Regulatory Authority,
Karachi.

SUBJECT:- SUBMISSION OF NIT FOR UPLOADING ON THE SPPRA WEBSITE

REPLACEMENT OF 6" DIA PE W/L & SLUICE VALVE AND CONSTRUCTION
OF CHAMBER AT 4-E FRONTIER COLONY, UC-15 SITE TOWN

Enclosed please find herewith a NIT are submitted for upload on the SPPRA Website within the One Million which to be open on **20-12-2016** and enclosed Pay Order amounting to **Rs.2000/-** issued by the Habib Bank Limited, Gulistan-E-Jauhar, Ruffi Lake Drive Branch, Karachi vide Pay Order No.**15572450** Dated **29-11-2016** for necessary action please.



EXECUTIVE ENGINEER (W)
SITE TOWN, KW&SB

Copy to:-

- 1-SE (West), KW&SB.
- 3-AO (Revenue), KW&SB.
- 4-Office Copy.

C.C to:

- 1-Director (I.T), KW&SB.

INWARD DIARY
NO. 3371
DATED: 30-11-16


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

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 MILLION

S.No.	DETAIL	CONDITIONS
01.	Name of work	REPLACEMENT OF 6" DIA PE W/L & SLUICE VALVE AND CONSTRUCTION OF CHAMBER AT 4-E FRONTIER COLONY, UC-15 SITE 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 favour of KW&SB.
03.	Tender can be Purchasing	Accounts Officer (Revenue) KW&SB Head Office at 1 st Floor Old KBCA Annex 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 favour of Karachi Water & Sewerage Board.
05.	Last date of issuing	w.e.f 29-11-2016 to 19-12-2016 from 9.00 am to 1.00 pm.
06.	Date and time of submission and opening of Tender	Submission at 2.00 PM on 20-12-2016 & will be opened at 2.30 PM on the same day
07.	Un-responded Tender will be again issued / submitted/ opened on (2 nd Attempt)	2 nd attempt tender will be Issue from Date 21-12-2016 to 05-01-2017 Submission on 06-01-2017 at 2:00PM and will be opened at 2:30 PM.
08.	Place of opening	The Procurement Committee-I KW&SB at the Director Design Office, Gulshan-e-Iqbal Near COD Filter Plant, Karachi.
09.	Source of Funding	Own Funds of KW&SB
10.	Scope of Work	Improvement of Water Supply System.
11.	Estimate Cost.	Rs.8,09,697/-


EXECUTIVE ENGINEER (WATER)
SITE 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. 1 years' experience certificate of similar nature of job, turnover last 1 year.
 - c. Registration Certificate from S.R. B (Sindh Revenue Board) must be attached.

KARACHI WATER & SEWERAGE BOARD

NOTE SHEET

(-2-)

Reference

SUBJECT: REPLACEMENT OF 6" DIA PE W/L & SLUICE VALVE AND CONSTRUCTION OF CHAMBER AT 4-E FRONTIER COLONY, UC-15 SITE TOWN.

15/ An estimate amounting to Rs.8,09,697/- has been prepared by Sub-Engineer as per physical condition of Site. the estimate already been checked by Director Design, KW&SB at Para 8/N amounting to Rs.8,09,697/-.

16/ The justification has already been given in Para-2/N. Hence the work is of very important nature.

17/ It is therefore requested that necessary approval to calling the Tender through Website under SPPRA Rules-2010 may please be obtained from MD, KW&SB.

EXECUTIVE ENGINEER (W)
SITE TOWN, KW&SB

18/ SE(WEST), KW&SB

The case is forwarded and recommended for approval from competent authority please.

SUPERINTENDING ENGINEER
WEST, KW&SB

19/ DMD (T/S), KW&SB Proceeding Para 15-17 of Ex. Engr (S. T. S.) water is recommended for approval re.

20/ M/S.

As recommended by DMD (T/S)

vide Para 19/N above -

DMD (T/S)

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chamber #15

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

No. KW&SB/D.M.D/HRD&A/1259

Dated: 23rd November, 2016

CORRIGENDUM

In pursuance of office order No. KW&SB/D.M.D/HRD&A/919, dated 22-10-2015 regarding constitution of Complaint Redressal Committee (CRC) for compliance of Rule-31 of SPPRA, and Corrigendum No. KW&SB/HRD&A/D.M.D/944, dated 30.10.2015, Syed Iftikhar-ul-Hassan, D.A.O., A.G. Sindh may be read as Member instead of Sr. Director (HRM), KMC as Member.

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


Dy. Managing Director (HRD&A)
KW&SB

DISTRIBUTION

1. Dy. Managing Director (TS) KW&SB
2. Dy. Managing Director (Planning) KW&SB
3. Sr. Director (Finance), KW&SB / Convener Committee
4. Chief Engineer, Korangi, KW&SB / Member/Secretary.
5. Chief Engineer, Central, KMC / Member.
6. Syed Iftikhar-ul-Hassan, D.A.O., A.G. Sindh / Member.
7. Divisional Accounts Officer (South), KW&SB / Member
8. Sr. Director (HRM), KMC.
9. S.E. East, KW&SB
10. Director (IT) KW&SB
11. Director Administration, KW&SB
12. Executive Engineer, (Sew-II), Jamshed Town, KW&SB
13. AD (LFA) KW&SB
14. AO (ESTT) KW&SB
15. Office Copy.
16. Master File.

c.c. to Managing Director, KW&SB



KARACHI WATER & SEWERAGE BOARD
HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT
PHONE NO. 021 - 3221464 - 021 - 3221453

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


Dated: 22-10-2015

OFFICE ORDER

With immediate effect, for compliance of Rule-31 of SPPB, 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 Shakesh 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
HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT
PHONE NO. 021 - 99231464 - 021 - 99231483

No. KW&SB/SR. DIR./HRD&A/397

Dated, 14th April, 2016

OFFICE ORDER

The Procurement Committee-I is re-constituted as per Rule-07 of Sindh Public Procurement Rules-2010, 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 as under:

Chief Engineer (W&S)

KW&SB 3052

Forward No.

Subward No.

Dated: 18/4/16

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

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

The Concerned Superintending Engineer shall maintain the record of Procurement proceedings as required under Rule-9 of SPPRA-2010

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

① All S.E.s

② All District Account Officers

③ Ac (Self file)

SR. DIRECTOR (HR)

KW&SB

CE (W&S) KW&SB

DISTRIBUTION

1. Dy. Managing Director (TS) / C.E. (BT&D) / C.E. (WTM) KW&SB
2. Dy. Managing Director (Planning) / C.E. (IPD) KW&SB
3. Chief Engineer (W/S) KW&SB
4. Director Design & Estimate / Convener / Chairman Committee.
5. All Members of the Committee.
6. Sr. Director (Finance) KW&SB
7. Director (IT) KW&SB
8. Director (I&C) M.D Sectt: KW&SB
9. Staff Officer to Vice Chairman, KW&SB
10. AD (LFA) KW&SB
11. AO (ESTT) KW&SB
12. AO (Budget) KW&SB
13. IAO-II KW&SB
14. Office Copy.
15. Master File.

c.c. to Managing Director, KW&SB

ANNEXTURE - II
PROCUREMENT PLAN (NON-DEVELOPMENT)

EXECUTIVE ENGINEER (WATER)

SITE TOWN

SUPERINTENDING ENGINEER (WEST)

S#	Fund Head	Name of Work and 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	B-013-17	Repair work of different areas of Metroville and Site Town with repairing of leakages of line including repairing/building of Chambers	3500000	BOQ		----	----		


EXECUTIVE ENGINEER (WATER)
SITE TOWN, KW&SB



TENDER DOCUMENTS

**REPLACEMENT OF 6" DIA PE W/L & SLUICE VALVE AND CONSTRUCTION OF
CHAMBER AT 4-E FRONTIER COLONY, UC-15 SITE 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 conceder.
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 6" DIA PE W/L & SLUICE VALVE AND CONSTRUCTION OF CHAMBER AT 4-E FRONTIER COLONY, UC-15 SITE TOWN
- (c) Procuring Agency Address
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 5% 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 Procurement Committee-I KW&SB at the Director Design Office, Gulshan-e-Iqbal Near COD Filter Plant, Karachi on 20-12-2016 at 2:30pm
- (i) Deadline for submission of Bid along with time. 20-12-2016
- (j) Time for completion from written order commence _____ Days
- (k) Liquidity damage Rs.1000/- per day of delay
- (l) Bid issued to Firm M/s. _____
- (m) Deposit Receipt No. & Date _____
- Amount: Rs. _____/=


Executive Engineer (Water)
Site Town, KW&SB


Authority Issuing Bidding Document

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

Estimate amount: - Item Rate basis

Time limit : 25 days

Penalty for delay: 1000/- P/day

Tender Cost : 1000/-


Date of Opening: 20-12-2016

Name of Work **REPLACEMENT OF 6" DIA PE W/L & SLUICE VALVE AND CONSTRUCTION OF CHAMBER AT 4-E FRONTIER COLONY, UC-15 SITE 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 metaling	3000 Cft			%Cft	
2.	Excavation for pipe line in trenches, and pits in all kind of soils of murm 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 guard, lights, flags and temporary crossings for non-vehicular traffic where ever requirement lift upto 5ft (1.52m) and lead upto one chain(30.5m) (0' to 5')	13179.46 Cft			%0Cft	
3.	Providing Laying & fixing in trench i/c fitting Jointing & testing etc complete in all respect the high density polytheylene PE pipes (HDPE-100) for W/S confirming ISO-4427 Din 8074/8075 PSI 3051 160 mm thick (PN-10)	1200 Rft			P/Rft	
4.	Full hire charges of pumping set perday i/c wages of driver and Assistant fuel or electric energy plate form required for placing pump etc at lower depths with suction and delivery pipes for pumping out water found at various depth form trenches i/c cost of erection and dismantling after completion of the job	09 Days			P/Day	
5.	P/F spilt collar 9" wide on A.C. pipe fabricated with ¼" thick M.S. plate weighing as mentioned against each item. It include the cost of 4 Nos. ¼" thick flanges, nuts & bolts rubber packing labour and sealing material etc complete. 10" dia – 14.13 kg	01 No.			Each	
6.	P/F 0-9" long 3/8" thick M.S meek to existing M.S pipe or to split collar tee having a total weight as mentioned against each item i/c the cost of fabrication and welding to the split collar tee 6" dia (10.909 kg)	01 No.			Each	
7.	C.I sluice with two tail pieces one end flange and one end socket with nuts & bolts and rubber packing etc. 6" dia	01 No.			Each	

8.	Fixing of S/Valve with two tail pieces one end flange and one end socket with nuts & bolts and rubber packing etc. 6" dia	01 No.			Each
9.	Construction of C/C Block Masonry Chamber of size 4"x 4x4" (inside dimension) with 24"x24" CI cover frame weighting 65 Kg fixed RCC 1:2:4 slabs 6" thick steel 1/2" dia tor main bars @ 6" thick c/c 1:3:6 flooring 1/2" cement plaster 1:6 to all inside wall surface 1 feet deep upto roof slab including MS foot rest 5/8" dia bars every deep curing excavation dewatering and refilling etc complete	01 No.			Each
10.	Refilling of excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete.	13179.46 Cft			%0Cft

Total Amount Rs. _____/=


Executive Engineer (Water)
Site 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 words(_____)

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 prorata basis.

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

Clause – 3: Termination of the Contract.

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

Clause –18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

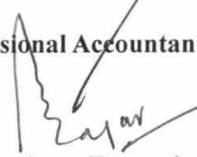
(i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable 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