

# NOTE SHEET

( )

Paras

Reference

SUBJECT: ~~REPLACEMENT~~ REPLACEMENT OF DAMAGE PORTION OF 10"DIA AC WATER PIPE LINE BY 250mm DIA PE PIPE LINE AT VARIOUS PLACES OF CUSTOM GODAM MADINA KANTA, QAMAR HOTEL, MOHAMMADI ROAD REPAIRING OF LEKAGES ON AC PIPE ON DIFFERENT LOCATIONS OF UC -02 SHERSHAH KEAMARI TOWN.

1 The estimate amounting to Rs. 09,91,022/- has been prepared by concerned Sub Engineer (w) as per physical condition of the Site. The Estimate has already been Checked by Director Design, KW&SB at Para 8/ amounting to Rs.

2 The justification has already been given in Para 2/n. Hence the work is of urgent nature.

3 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

*Swat*  
EXECUTIVE ENGINEER (W)  
KEAMARI, KW&SB

4/SE(WEST), KW&SB

*Recommended & forwarded for obtaining approval of para 1-3/n from competent authority. Please*

*Cint*

5/ DMD(T.S.) Recommended and forwarded for approval re.

6/ n/s. DMD(T.S.)

Allowed as recommended by DMD(T.S.) vide Para 06/n.

DMD(T.S.)

*MD*  
MD, KW&SB

## ANNEXURE -II

### PROCUREMENT PLAN (DEVELOPMENT)

EXECUTIVE ENGINEER (W/SEW)  
KEAMARI TOWN, KW&SB  
WEST.

S No	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
1	A-013-16	REPLACEMENT OF DAMAGED PORTION OF 10" AC WATER PIPE LINE BY 250 mm DIA PE PIPE LINE AT VARIOUS PLACES OF CUSTOM GODDAM, MADINA KANTA, QAMAR HOTEL, MOHAMMADI ROAD, REPAIRING OF LEAKAGES ON AC PIPE ON DIFFERENT LOCATION OF UC -01 SHERSHAH KEAMARI TOWN	1 Million	As per BOQ	Single Stage	/12/2016	-----	30/1/2017	

28  
EE (W)  
K.T



OFFICE OF THE EXECUTIVE ENGINEER KEAMARI -WATER  
KARACHI WATER AND SEWAGE BOARD

Room # 103 TP-I Haroon Abad SITE Karachi PH # 03412262751

NO. KWSB/SE/WEST/2016/132  
01/12/2016

DATED: 30/11/16


**NOTICE INVITING TENDERS 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.

1.	Name of Work	I. REPLACEMENT OF DAMAGED PORTION OF 10" AC WATER PIPE LINE BY 250 mm DIA PE PIPE LINE AT VARIOUS PLACES OF CUSTOM GODAM, MADINA KANTA, QAMAR HOTEL, MOHAMMADI ROAD, REPAIRING OF LEAKAGES ON AC PIPE ON DIFFERENT LOCATION OF UC -01 SHERSHAH KEAMARI TOWN.
2.	Eligibility of Contractor	I. Valid PEC in C-05, c-06 with code CE-09 registration with PEC & above Category & relevant field of specialization. II. NTN Certificate III. Valid Professional Tax IV. S.R.B Certificate V. Bank Statement VI. Relevant Experience VII. Turnover of at least one year
3.	Place of Purchase of Tender Document.	From the Office of Accounts Officer Revenue KWSB 1 <sup>st</sup> Floor Old KBCA building behind Civic Center Gulshan e Iqbal Karachi from 9 am to 5pm.
4.	Bid Security	2% of quoted amount in shape of pay order / Bank Draft from any schedule bank of Pakistan in favor of KW&SB.
5.	Tender Fee	Rs. 1000/- Nonrefundable in shape of pay order in favor of KW&SB.
6.	Start date of issuing of tender documents / Last Date of issuing Tender Documents	w.e.f 01/12/2016 to One day before the date of opening tender i.e. up to. 18/01/2017
7.	Date and time of Submission of Tender and Opening of Tender	19/01/2017, up to 2.00 pm and will be opened at 2.30 pm, same day (i.e. 19/01/2017).
8.	Place of Submission and Opening of Tender.	Procurement Committee - I at the office of Director Design KW&SB situated at block - 17 Gulshan e Iqbal COD filter plant Karachi.
9.	Scope of Work	Improvement of water supply system in Shershah Keamari.
10.	Scope of funding	KW&SB Own Fund

**Note: (Tenders and Bidding documents can be seen and downloaded from SPPRA website).**

- The Procuring agency may reject all or any bids subject to the relevant provision of SPP Rules-2010 amended 2013
- The Bidder shall attach all evidence in compliance of the eligibility and minimum criteria already mentioned in the bidding documents.
- The Participants must quote the rate both in words and figures along with contact numbers, postal address must be mentioned in bids
- Canvassing in Connection with tenders is strictly prohibited and tenders submitted by the contractors who report canvassing will liable for rejection.
- In Case of undesirable circumstances on submission of opening date & time or if government declares holiday, the tender shall be submitted / opened on the next working day at the same time and Venue.
- Offers should be received in seal cover,
- No tender shall be issued on the date of opening of tender

  
**EXECUTIVE ENGINEER -WATER  
KEAMARI, KW&SB**

**Copy to:**

1. Director, SPPRA. GOS.
2. Superintending Engineer (West), KW&SB
3. Director (IT), KW&SB
4. Director Design, KW&SB
5. Accounts Officer-Revenue, KW&SB
6. Accounts Officer (West), KW&SB
7. Office Copy



**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

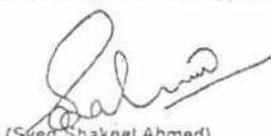
Dated: 22-10-2015

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

HUMAN RESOURCES DEVELOPMENT AND ADMINISTRATION DEPARTMENT  
PHONE NO. 021 - 99231454 - 021 - 99231453

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

Dated: 14<sup>th</sup> 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-2010 for the works for which evaluation report required to be lodged on Sindh Public Procurement Authority as under:

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

Chief Engineer (W&S)  
KW&SB  
Inward No. 3052  
Outward No. 18/4/16  
Dated: 18/4/16

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 Acc Self file

14/4/2016

SR. DIRECTOR (HR)  
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.

Mr. Mangoor  
for circulation and  
circulate all concern  
D.A.O's & record.  
HOD

C.C. to Managing Director, KW&SB

OO-2016



# **TENDER DOCUMENTS**

**REPLACEMENT OF DAMAGED PORTION OF 10" AC  
WATER PIPE LINE BY 250 mm DIA PE PIPE LINE AT  
VARIOUS PLACES OF CUSTOM GODAM, MADINA  
KANTA, QAMAR HOTEL, MOHAMMADI ROAD,  
REPAIRING OF LEAKAGES ON AC PIPE ON  
DIFFERENT LOCATION OF UC -01 SHERSHAH  
KEAMARI TOWN.**

**KARACHI WATER & SEWERAGE BOARD**

Name of Work: - REPLACEMENT OF DAMAGED PORTION OF 10" AC WATER PIPE LINE BY 250 mm DIA PE PIPE LINE AT VARIOUS PLACES OF CUSTOM GODAM, MADINA KANTA, QAMAR HOTEL, MOHAMMADI ROAD, REPAIRING OF LEAKAGES ON AC PIPE ON DIFFERENT LOCATION OF UC -01 SHERSHAH KEAMARI TOWN.

### **ELIGIBILITY AND EVALUATION CRITERIA OF THE TENDER**


Bid shall be evaluated on the basis of following information are available with the bid :-

1. Bid shall be in sealed Cover.
2. Bid shall be properly signed by the Contractor with Stamp.
3. Name of firm, Postal address, Telephone number, Fax number, e-mail address must be written.
4. Rate must be quoted in figures and words.
5. NTN and Sales Tax (Where applicable).
6. Contractor should be registered with Sindh Revenue Board in terms of Rule-46(1)(iii) of SPP Rules, 2010 (amended 2014).
7. Relevant Experience of work (03) Three years.
8. Turnover at least (03) Three years.
9. Bid Security of required amount.
10. Conditional bid will not be considered.
11. Bid will be evaluated according to SPPR 2010 (Amended 2013).

**Debarred Contractors bid cannot be accepted.**

# BIDDING DATA

- (a) Name of Procuring Agency KWSB
- (b) Brief Description of Work REPLACEMENT OF DAMAGED PORTION OF 10" AC WATER PIPE LINE BY 250 mm DIA PE PIPE LINE AT VARIOUS PLACES OF CUSTOM GODAM, MADINA KANTA, QAMAR HOTEL, MOHAMMADI ROAD, REPAIRING OF LEAKAGES ON AC PIPE ON DIFFERENT LOCATION OF UC -01 SHERSHAH KEAMARI TOWN.
- (c) Procuring Agency Address
- (d) Estimate Cost On item rate basis
- (e) Amount of Bid Security 2 % of Bid amount
- (f) Period of Bid Validity 90 Days
- (g) Security Deposit (including Bid Security) 10%
- (h) Venue, Time and Date of Bid Opening PROCUREMENT COMMITTEE - I AT THE OFFICE OF DIRECTOR DESIGN KW&SB SITUATED AT BLOCK -17 GULSHAN E IQBAL COD FILTER PLANT KARACHI. 19/01/2017 at 2:30 pm
- (i) Deadline for submission of Bid along with time. 19/01/2017 @ 2 PM
- (j) Time for completion from written order commence 30 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 (W)  
KEAMARI Town, KW&SB

Authority Issuing Bidding Document





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

Estimate amount: - Item Rate basis

Time limit : \_\_\_\_\_ days

Penalty for delay: \_\_\_\_\_ /- P/day

Tender Cost : \_\_\_\_\_ /-

Date of Opening: \_\_\_\_\_

Name of Work

**REPLACEMENT OF DAMAGED PORTION OF 10" AC WATER PIPE LINE BY 250 mm DIA PE PIPE LINE AT VARIOUS PLACES OF CUSTOM GODAM, MADINA KANTA, QAMAR HOTEL, MOHAMMADI ROAD, REPAIRING OF LEAKAGES ON AC PIPE ON DIFFERENT LOCATION OF UC -01 SHERSHAH KEAMARI TOWN.**

S.NO.	ITEM OF WORK	QTY.	RATE.		Per Unit Item.	Amount in Rupees
			Rupees in figures	Rupees in words		
1.	Execution for pipe line in trenches and pits in wet silt 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 In charge providing fence hoards lights pelages and temporary crossing for non-vehicular traffic where ever required lift up to 5' (1.52m) and lead up to one chain (30.5m)	14612.79 cft			% 0 CFT	
2.	Add for additional lift every three feet etc	4617.79 cft			%0cft	
3.	Full hire charges of the pumping set per day inclusive of wages of driver and assistant fuel or electric energy plate forms required for placing pumps etc. at lower depth with suction delivery at 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 up to 10-HP pumping out water from 10ft deep trench. 30 DAYS.	28 Days			P/Day.	
4.	Providing Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high-density polyethylene PE pipes (HDPE-100) for W/S Confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051 PN-10  250 mm 160 mm	300 Rft 300 Rft			Rft Rft	
5.	P/F MS Tail pieces (Dholki) on AC pipe fabricated with 1/4" thick MS plate, having dimensions and weight as mentioned against each item. It includes the cost of labour and sealing material etc complete. 10" dia (weight 15.270 kg) 6" dia (weight 8.410 kg)	2 Nos 2 Nos			Each Each	

6.	P/F MS Flanges made of MS plate having a thickness and total weight as mentioned against each item it includes the cost of making holes, facing welding nuts bolts rubber packing white lead fitter cartage etc complete 10" dia 6" dia	4 Nos 4 Nos			Each Each	
7.	C.L sluice valve heavy pattern (Test Pressure 21.0 kg/Sq.cm or 300 lbs /sq. Inch) imported 10" dia 06" dia.	02 Nos 04 Nos			Each Each	
8.	Fixing of sluice with two tail piece one end socked with nuts and bolts and rubber packing etc. 10" dia 06" dia	02 Nos 04 Nos			Each Each	
9.	P/F Split Collar Tee 9" wide on AC pipe fabricated with 1/4" thick MS plate weighing as mentioned against each item. It includes the cost of 4 nos 1/4" thick flanges, nuts & bolts rubber packing labor and sealing material etc complete. 10" dia 06" dia	10 Nos 25 Nos			Each Each	
10.	Refilling the excavated stuff in trenches 6" thick layer i/c watering hammering to full compaction etc complete.	19230.58 Cft			%0Cft	
11.	Construction of CC block masonry chamber of 4"x4"x4" deep with 18"18 cast and frame weighing 45kg fixed in RCC 1:2:4 slab 6" thick with steel 1/2 "dia for bars at 6" C/C with L/4 bent up @ 6" dia C/C distribution bar at Top 6 thick 1:4:8 bed in foundation steel 1/2" dia tor bars @ 6" C/C pudlo/dam prove 1/2" thick surface and outer side of wall surface up to 6"-6" deep WF MS foot rest 5/8"dia @ every ten feet depth curing excavation de-watering Refilling etc. complete.	01 No			Each	
12.	Add / Deduct Extra depth per inch	48 Inches			P/inch	

Total Amount Rs. \_\_\_\_\_/=

  
Executive Engineer (W)  
KEAMARI 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 prorate basis.

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

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

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



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

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

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

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

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

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

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



#### **Clause – 7: Payments.**

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

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

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

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

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

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

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



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

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original 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 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 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**