

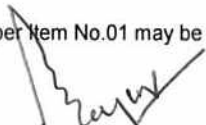
NOTICE INVITING TENDER THROUGH WEBSITE
(ON ITEM RATE BASIS)

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	(A). EMERGENT REPLACEMENT OF SUNKDOWN PORTION 15" DIA MAIN SEWERAGE PIPE LINE AT NOOR MASJID UC-35 AND 12" DIA SEWERAGE PIPE LINE ALONG MAIN HUB RIVER ROAD IN FRONT OF PIR SWAT HOTEL, UC-32 AT BALDIA TOWN.
2.	Name, Address & Phone No. DDO	Executive Engineer (SEW) BALDIATown Address: Treatment Plant No.1 Haroonabad Near Siemens Chowrangi Site, KW&SB Cell No.0314-3933661
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.
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 schedule Bank of Pakistan in the favour of KW&SB must be accompanied with the tender otherwise the Tenders 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 of 1 st upto the last date 19-09-2017 of issuing.
8.	Date of opening & submission of Tenders	Tender will be submitted on 20-09-2017 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 (2 nd Attempt)	2 nd attempt tender will be Issue from Date 21-09-2017 to 06-10-2017 Submission on 09-10-2017 at 2:00PM 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 Plant, Karachi.
11.	Source of Work	Improvement of Water System in BaldiaTown.
12.	Estimated Cost	Rs.985,762/-
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.
- Debarred 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 visited.


EXECUTIVE ENGINEER (S)
BALDIA TOWN, KW&SB


Copy to:

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

**OFFICE OF THE EXECUTIVE ENGINEER (SEWERAGE)
BALDIA TOWN, (K.W. & S.B.)
ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017 - 2018**

S.No.	Description of Procurement	Quantity where applicable	Estimated Unit Cost where applicable	Estimated total Cost	Funds Allocated	Sources of Funds ADP/Non ADP	Proposed Procurement Method	Timing of Procurement				Remarks	
								1st	2nd	3rd	4th		
								Qtr.	Qtr.	Qtr.	Qtr.		
1.	EMERGENT REPLACEMENT OF SUNKDOWN PORTION 15" MAIN SEWERAGE PIPE LINE AT NOOR MASJID UC -35 AND 12" DIA SEWERAGE PIPE LINE ALONG MAIN HUB RIVER ROAD IN FRONT OF PIR SWAT HOTEL, UC -32 AT <i>Baldia Town.</i>		Items	985,762 /=	K.W&S.B		Single Stage One Envelop through	1qtr					

Approved and signed by the Head of Procuring Agency


 Executive Engineer (Sewerage)
 Baldia Town, (K.W.&.S.B)



KARACHI WATER & SEWERAGE BOARD

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

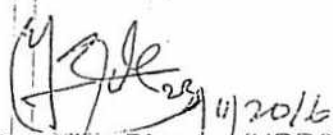
No. KW&SB/D.M.D/HRD&A/1259

Dated: 23rd November, 2015

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. 021-32231464 • 021-32231463

No. KW&SD/O.M.D./HRD&A/019

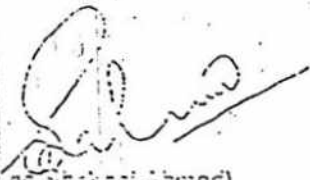
Dated: 22-10-2015

OFFICE ORDER

With immediate effect, for compliance of Rule-34 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 - 99231464 - 021 - 99231463

650/L
20/04/2016

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
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 Major
- ② All District Account officers
- ③ AC (Self file)

[Signature]
14/4/2016

SR. DIRECTOR (HR)
KW&SB
18/4/2016
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.

[Signature]
Accounts Officer

For information please.

[Signature]
20/4/16

c.c. to Managing Director, KW&SB

DMD	SB
Date	13/3/17
D.	17/3/17

NOTE SHEET

(2)

Paras

Reference

SUBJECT:- EMERGENT REPLACEMENT OF SUNKDOWN PORTION
15" MAIN SEWERAGE PIPE LINE AT NOOR MASJID
UC-35 AND 12" DIA SEWERAGE PIPE LINE ALONG
MAIN HUB RIVER ROAD IN FRONT OF PIR SWAT
HOTEL, UC-32 AT BALDIA TOWN.

6/ Recommended & forwarded for approval
of Rec No. 4 / IN as requested by SE (sen).
Baldia Town #.

D.M.D (T/S) ILW 308



7/ Submitted for approval as
requested by SE at para 5/n please

Handwritten signature
DMD (T/S)

MD, RW & SB

8/ Approved accorded proceed further in
accordance to SPPA rule 17(1) & other formalities

DMD (T/S)

Handwritten signature
31/3
MD-104502

(A)



TENDER DOCUMENT

**EMERGENT REPLACEMENT OF SUNK DOWN PORTION 15"
MAIN SEWERAGE PIPE LINE AT NOOR MASJID UC-35 AND 12"
DIA SEWERAGE PIPE LINE ALONG MAIN HUB RIVER ROAD I
FRONT OF PIR SWAT HOTEL, UC-32 AT BALDIA TOWN**

KARACHI WATER & SEWERAGE BOARD

Evaluation Criteria of the Tender Upto 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 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 from upto 2.5 Million of SPPRA with filling Bidding Data & Contractor Data must be available with BOQ other wise 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 and 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


Syed Zaffar Hussain Qadri
Executive Engineer
Baldia Town (W&S)
K. W. & S. B.

BIDDING DATA

- a** Name of Procuring Agency **KW&SB**
- b** Brief Description of Work **EMERGENT REPLACEMENT OF SUNK DOWN PORTION 15" MAIN SEWERAGE PIPE LINE AT NOOR MASJID UC-35 AND 12" DIA SEWERAGE PIPE LINE ALONG MAIN HUB RIVER ROAD I FRONT OF PIR SWAT HOTEL, UC-32 AT BALDIA 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 Data of Bid Opening
The Tender is sealed cover super scribed with the name of the work should be dropted in the tender box kept in office of the procrument committee -1 KW&SB at the Director Design Office, Gulshan-e-Iqbal near COD filter Plant Karachi on 20-09-2017 at 02:30 PM by Procurement Committee
- i** Deadline of submission of Bid along with time. _____
- j** Time for completion from written order commence **25 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 (SEW)
BALDIA TOWN KW&SB**

Baldia Town (W&S)
K. W. & S. B.

Authority Issuing Bidding Documents

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

Estimate amount :- Item Rate basis to

Time Limit : 25 days
Penalty for delay : 1,000 /- Per day
Tender Cost : 1,000/-
Date of Opening : 20-09-2017

NAME OF WORK : EMERGENT REPLACEMENT OF SUNK DOWN PORTION 15" MAIN SEWERAGE PIPE LINE AT NOOR MASJID UC-35 AND 12" DIA SEWERAGE PIPE LINE ALONG MAIN HUB RIVER ROAD I FRONT OF PIR SWAT HOTEL, UC-32 AT BALDIA TOWN

Item	Description	QTY	Rate in Figure	Rate in Words	Per Unit item	Amount In Rupees
01 B.52/13 1.51	Dismantling and removing road metaling.	3375 CFT			% CFT	
02 B.52.53 P,62/5	Excavation for pipe line in trenches & pills in all kind of soils of murmur i/c trimming and dressing side to true alignment & 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 engineering in charges providing fence guards, lights flags & temporary crossing for non vehicular traffic where ever requirement lift upto 5ft (1.52m) upto chain (30.50m). 0'5' Depth 5' to 8' Depth 8' to 11' Depth 11' to 14' Depth 14' to 17' Depth 17' to 20' Depth	16875 CFT 8895 CFT 7665 CFT 6435 CFT 5205 CFT 3975 CFT			% 0 CFT % 0 CFT % 0 CFT % 0 CFT % 0 CFT % 0 CFT	
03 B,52 P,18 I,B/2	Providing laying RCC pipes with (Rubber ring joint and fitting in trench i/c cutting, fitting and jointing with rubber ring i/c testing with water to specified pressure. 15" dia 12" dia	190 RFT 220 RFT			P/Rft P/Rft	
04 Schd 2012	providing main hole 4' inside with C.I frame (15 kg) 5 ft. clear depth 1:2:4 cast in situ in 9" thick wall 1:4:8: c/c in 6ft dia and 6" thick in thick in foundation 1:2:4: in benching 1/2" thick C.P 1:3 mortar or in side walls & surface of channel / benching i/c making required nose of main and branch channels, 3/4" dia bar M.S foot rest at 12: c/c including cost of excavation of all kinds of soil, back filling and disposal of excavated staff etc. complete as per as per design and instruction of the engineer in-charge.	8 Nos			EACH	
05 B.53 P,74 I,16	Add/Deduct per ft. depth	96 Nos			P/Rft	
06 B.54 P,31 I,03	Making connection with the existing M/hole i/c the cost of cutting holes in walls making them good in cement concrete 1:2:4 and making the required channel etc,complete.	30 Nos			EACH	
07 B,53 P,77 I,24	Refilling the excavated staff in trenches 6" thick layer i/c watering removing to full compaction etc. Complete.	48444.18CFT			% 0 CFT	

Zafar
Syed Zafar Hussain Qadri
Executive Engineer
Baldia Town (W&S)
K. W. & S. B.

8-B,53-P76-1,23,	Full hire charges of the pumping set per day inclusive of wage of driver and Assistant fuel or electric energy plate forms required for placing pumps etc. at lower depth with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection and dismantling after completion of the job. (i) Hire charges of pumping set of upto 10 H.P pumping out water from 10ft.Deep	14 days			P.Day	
9,P-31/01	Manufacturing and supplying of 21" dia RCC Manhole Covers cast in 1:2:4 concrete ratio 3" deep at center, reinforced with 12" dia MS bar with 4" c/c welded to 3/10" thick 2" wide MS Plate and two hook of 3/8" dia for bars including compacting i/c cutting and transportation 21" dia	8 Nos		913.63	EACH	

Total
Say

Syed Zaffar Hussain Qadri
Executive Engineer (Sew)
Baldia Town, KW&SB
 K. W. & S. B.

Not:- Contractor will abide all existing rules / term & condition of Pakistan Engineering council as well as Karachi Water & Sewerage Bard.

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

In word. (_____)

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 instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the 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 for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned which the order to commence work is given to the contractor. And further to ensure good progress during the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, 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 that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from 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 condition
- (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 an
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not 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 r
- (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 procur or entered into any engagements, or made any advances on account of, or with a view to the execu the performance of the contract,
 - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer the performance of such work and has not been paid.
- Procuring Agency/Engineer may invite fresh bids for remaining work.


Syed Zafar
Executive Engineer
Baldia Town (W&S)
K. W. & S. B.

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 stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on land, sanction to estimates. In such case, either date of commencement will be changed or period of completion 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, if the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued, it is 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 given or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be essence of the contract and all clauses of contract shall be operative during the extended period. Water standing in borrow pits/compartments or in accordance with the specifications.

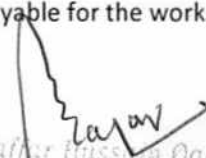
Clause -6: Specifications.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge at the 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 reference 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 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 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 for as far as possible, 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 of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant 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 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 work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and 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 work shall be binding on all parties.


Syed Zaffar Hussain Qadri
Executive Engineer
Baldia Town (S.O.)
K. W. & S. B.

Clause – 8: Reduced Rates.

In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running 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 contract increase or decrease in quantities, including the introduction of new work items that are either due to change of plan 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 value limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do the work at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation 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 Materials, 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 higher authority.

(D) The time for the completion of the work shall be extended in the proportion that the additional work bears to the contract work.

(E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, the contractor can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintendent.

(F) Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject to a new 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 the 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 workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid for.

(B) Correction of Defects:

The contractor shall be bound forthwith to rectify or remove and reconstruct the work specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defect Rectification Period mentioned in notice.

(C) Uncorrected Defects:


Syed Zaffar Hussain Qadri
Executive Engineer
Baldia Town (W&S)
K. W. & S. B.

(i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 7 days written intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace 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 possible to use the work as it is, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11: Inspection of Operations.

(A) The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility and 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 to visit the work. If the contractor has been given such notice, then he either himself or a responsible agent duly accredited in writing shall be 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.

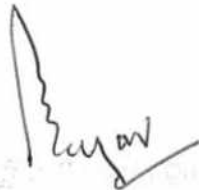
Clause – 12: Examination of work before covering up.

(A) No part of the works shall be covered up or put out of view/beyond the reach without giving 7 days written notice to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for the Engineer's examination, unless he considers it unnecessary and advises the contractor accordingly to attend for the examination 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 work shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or 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 premises and of personal injury and death which arise during and in consequence of its performance of the contract while the work is in progress or become apparent within three months of the grant of the certificate of completion, 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.


Syed Zafar
Executive Engineer
Baldia Town (W&S)
K. W. & S. B.

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, bushes by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding areas. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. 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 release the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and omissions 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 the contractor.

Clause – 16:

All disputes arising in connection with the present contract, and which cannot be amicably resolved 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, drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work. On all other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work, or the execution thereof, the decision of the Superintending Engineer shall be final, conclusive and binding on all parties to the contract. The contractor shall 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 of completion 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 to the site for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the provisions of this clause then the 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 for 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.

(i) Secured Advance may be permitted only against imperishable materials consumed/used on the work within a period of three months from the date of issue of secured advance and definite 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;

(B) Secured Advance against materials brought at site.


Syed Zaffar
Executive Engineer
Baldia Town (W&S)
K. W. & S. B.


(ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected by 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 security deposit to a contractor from the last date on which its final measurements are checked by a competent authority or, if necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed. If the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the amount of security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of the defects notice period from the date on which the work is completed.


KAMRAN AHMED
DIVISIONAL ACCOUNTANT
BALDIA TOWN (KW&SB)
Divisional Accountant
Executive Engineer/Procuring Agency


Syed Zaffar Hussain
Executive Engineer
Baldia Town (W&S)
W. & S. B.
Contractor