

OFFICE OF THE EXECUTIVE ENGINEER KALRI BAGHAR DIVISION THATTA

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Phone No.0298-923007, 550451

NO.SKP/G-2/ 313  
Thatta, Dated:- 14-4-2017

NOTICE INVITING BIDS FOR PROCUREMENT OF GOODS AND SERVICES

Sealed Bids as per SPPRA Rules 2010 (Amendment 2013) are hereby invited from all the Interested Persons/Suppliers/Contractors/Firms for Procurement of Goods and Services for Abkalani Materials, Annual Materials, Maintenance Works and Job Works (when and where required) for the year 2017-2018.

- 2/- The Bidding Documents will be issued to the Suppliers/Bidders upto 10-05-2017 at 12.00noon on payment of Rs.1,000/- as Quotation Fee (non-refundable) and received back at 2.00pm and shall be opened by Procurement Committee at 3.00pm same day at the Office of the Executive Engineer, Kalri Baghar Division Thatta in the presence of the Contractors or their prevantatives, if any member of procurement committee or undersigned will be out of headquarter or in case of public holiday announced by the Government at later stage the bids will be opened on next working days at the same time and venue.
- 3/- The Bids should be supported with a Call Deposit of the Rupeesr 2% of bid price in favour of the Executive Engineer, Kalri Baghar Division, Thatta, no bids shall be entertained without Call Deposit, proof of registration with FBR and SBR.
- 4/- Rates quoted shall be valid upto 30-06-2018 for annual procurement of materials, Goods, Hirings of Machinery and Engaging skilled labour, in case of emergency, supply required can be obtained from any participating firm/agency.
- 5/- The Supplier should mentioned the brand and quality of the articles in the bids clearly. Detail list of materials can be seen in the office of the undersigned during office hours on any working day.
- 6/- Conditional Bids/Tenders will not be entertained.
- 7/- The payment will be made subject to availability of funds.
- 8/- The Procuring Agency may reject all or any Tender subject to the relevant provision of SPPRA Rules 2010 (Amended 2013) without any reason thereof.

  
(AIJAZ AHMED QURESHI)  
EXECUTIVE ENGINEER  
KALRI BAGHAR DIVISION  
THATTA

Contd...P/2

NO: 2761  
DATE: 25-4-17

Copy forwarded with compliments to the P.S. to the Secretary Irrigation Department Government of Sindh, Karachi for favour of kind information.

Copy forwarded with compliments to the Chief Engineer, Irrigation Kotri Barrage Hyderabad for favour of information.

Copy along-with Seven copies forwarded with compliments to the Director of Information & Advertisement, Government of Sindh, Block No.96 Karachi for advertisements in three leading newspapers English, Sindh & Urdu.

Copy along-with Two copies forwarded with compliments to the Director (A&F) SPPRA Block No.8 Sindh Secretariat No.4-A Court Road Karachi for issuing in Sindh Government Website for publicity.

Copy forwarded with compliments to the Superintending Engineer, Baghar Circle Hyderabad for favour of information.

Copy forwarded to Executive Engineers (all) / Assistant Executive Engineers (all) of Baghar Circle Hyderabad for information / wide publicity.

Copy for Notice Board.

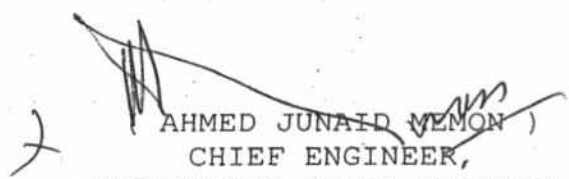
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(ALJAZ AHMED QURESHI)  
EXECUTIVE ENGINEER  
KALRI BAGHAR DIVISION  
THATTA

READ:- Secretary to Government of Sindh, Irrigation Department  
letter No.SO(R&S)8-110/2012-13, dated 14-12-2015,  
regarding Authorization of Notify the Procurement  
Committee.

NOTIFICATION.

The Committee Comprising of the following members is constituted, as per Rules-07 of SPPRA Rules 2010, for procuring the Bids / Tender for M & R works, for the year 2016-2017, in Kalri Baghar Division, Thatta of Baghar Circle, Hyderabad, as per Rules 2010 (amended 2013).

1. Executive Engineer, Chairman.  
Sakro Division,  
Mirpursakro.
2. Assistant Engineer, Member.  
Provincial Building, Sub-Division,  
Thatta.
3. Divisional Accounts Officer, Secretary / Member.  
Kalri Baghar Division,  
Thatta.

  
AHMED JUNAID MEMON )  
CHIEF ENGINEER,  
IRRIGATION KOTRI BARRAGE,  
HYDERABAD.

C.c.to:-

1. The Secretary to Government of Sindh, Irrigation Department, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Superintending Engineer, Baghar Circle, Hyderabad, with reference to his letter No.TC/G-55/844, dated 20-06-2016.
4. The All Committee Members.



GOVERNMENT OF SINDH  
IRRIGATION DEPARTMENT.

NOTIFICATION

No SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Gudu Barrage Region Sukkur with the following composition:-

- |    |  |                        |
|----|--|------------------------|
| 1. | Director General<br>Monitoring & Evaluation Cell<br>Irrigation Department, Government of Sindh | Chairman               |
| 2. | Chief Engineer,<br>Kotri Barrage Region Hyderabad  | Member                 |
| 3. | Superintending Engineer,<br>Lower Sindh Drainage Circle, Hyderabad                             | Member                 |
| 4. | Executive Engineer<br>(Concerned Division) Irrigation Department                               | Secretary              |
| 5. | District Accountant Officer Sindh<br>(Concerned Division)                                      | Assistant<br>Secretary |

T.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2010 and also perform any other function ancillary and incidental to the above.

SYED ZAHEER HYDER SHAH  
SECRETARY TO GOVT. OF SINDH

No SO(R&S)8-110/2012-13

Karachi, dated the 9<sup>th</sup> October, 2015.

Copy is forwarded for information & necessary action to:-

1. The Accountant General Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh. *Condo Barrage Region - Sukkur*
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

  
SECTION OFFICER (RR&S.)  
For Secretary to Government of Sindh

**ANNEXURE-A1**

**PROCUREMENT PLAN FOR THE YEAR 2017-18 FOR M&R WORKS (NON-DEVELOPMENT)**

Sr. No. /ADP No.	Name of Work	Allocated Funds	Cost of Ongoing works (Expenditure already incurred)	Funds earmarked for Ongoing works	Cost of New works (Components)	Funds for New works (c - e)	Nature of Procurement	Method of Procurement	Anticipated / Actual date of Advertisement	Anticipated / Actual date of start	Anticipated / Actual date of completion
A	B	C	D	E	F	G	H	I	J	K	L
M&R 2017-18	Procurement for Abkalani Materials, Annual Materials, Maintenance Works and Job Works for the year 2017-18		--	--	--	--	Single Stage	Single Stage	14-04-2017	01-06-2017	30-06-2018

  
 EXECUTIVE ENGINEER  
 KALRI BAGHAR DIVISION  
 THATTA

**LIST OF BIDS FOR PROCUREMENT OF GOODS & SERVICES FOR ABKALANI MATERIALS, ANNUAL MATERIALS, MAINTENANCE WORKS AND JOB WORKS FOR THE YEAR 2017-18**

⑤

S.NO	ITEM	QUANTITY	RATE	UNIT	AMOUNT
<b>PROCUREMENT OF ABKALANI MATERIALS</b>					
1	Pakha Double Kani Size 7x14	50 Nos		Each	
2	Pakha Double Pan Size 7x16	50 Nos		Each	
3	Manjhandari Panjer Size 10-14'	100 Nos		Each	
4	Babool Munnas 10' - 14'	20 Nos		Each	
5	Date Basket M.Size	20 Nos		Each	
6	Munj Wan Superior	40 Kgs		Kg.	
7	Pan Mates Size 6x4'	20 Nos		Each	
8	Sulti Superior	20 Kgs		Kg.	
9	Jute Rope 1/2" dia.	10 Kgs		Kg.	
10	Earthen Jar M/Size	20 Nos		Each	
11	Lime Unslacked with Cartage	20 Kgs		Kg.	
12	Empty Gunny Bags 2nd Bharti	50 Nos		Each	
13	Empty Plastic Bags (Katta)	150 Nos		Each	
14	Torches Chargeable	10 Nos		Each	
15	Kodar with Handle	10 Nos		Each	
16	G.I. Bucket 13"	10 Nos		Each	
17	Electric Wire 3/029	100 Meters		Meter	
18	Plastic Holder	12 Nos		Each	
19	Energy Saver 24 Watts	12 Nos		Each	
20	Banboo Size 14 - 19'	5 Nos		Each	
21	Rope Nylone 1" dia	10 Kgs		Kg.	
<b>ANNUAL MATERIAL &amp; MAINTENANCE WORK</b>					
1	Plastic Bucket with Mug	4 Nos		Each	
2	Water Cooler 15 Gallon	1 No		Each	
3	Bed Sheet Double	2 Nos		Each	
4	Bed Sheet Single	2 Nos		Each	
5	Towel M/Size	2 Nos		Each	
6	Finis Oil Super Service	2 Liter		Liter	
7	Phynel L/Size Bottle	2 Bottle		Bottle	
8	Vim Powder	2 Tin		Tin	
9	Double Canning Office Chair	20 Nos		Each	
10	Repair of Office Chair	10 Nos		Each	
11	Uniform Cloth I/C Sewing Charges	140 Meter		Meter	
12	M. Oil (Loose)	20 Liters		Liter	
13	Grease	20 Kgs		Kg	
14	Petrol Super @ Site	20 Kgs		Kg	

S.NO	ITEM	QUANTITY	RATE	UNIT	AMOUNT
15	Diesel @ Site	20 Liters		Liter	
16	K. Oil @ Site	30 Liters		Liter	
17	Black Bitumen	100 Liter		Liter	
18	Oil Paint Different Colour	14.56 Liters		Liter	
19	Distember Different Colour	10 Liters		Liter	
20	Universal Brush 4" dia	3 Nos		Each	
21	LCD Monitor	1 No		Each	
22	CPU with 2.4 GHI Cover DUO Hard Disk	1 No		Each	
23	Printer Laser Jet USB (8 GB)	1 No		Each	
24	Cartage for Laser Jet Printer	2 Nos		Each	
25	Replacement & Fixing Engine 3 China	1 No		Each	
26	White Paper A-4	60 Reams		Ream	
27	Carbon Paper	12 Packet		Packet	
28	Office Pin	24 Packet		Packet	
29	File Cover Katcha	12 Nos		Each	
30	Engaging Unskilled Labour/Coolies	100 Days		P. Day	
31	Engaging Labour for Colouring and White Washing W/O Materials	120 Sft		Sft	
32	Removing Weed Growth/Pan Cutting from Bed, berm & slopes l/c burning etc. complete	50 Sft		P.Sft	
33	Providing Bajri @ Site	300 Cft		P. Cft	
34	Providing Earth @ Site	300 Cft		P. Cft	
35	Providing River Sand @ Site	100 Cft		P. Cft	
36	Providing and Duming Stone Boulders 9" & above	100 Cft		% Cft	
37	Engaging Tractor with Front Blade @ Site	20 Hours		P. Hour	
38	Engaging Tractor with Trolley l/c filled by Earth @ Site	20 Trips		P. Trip	
39	Engaging Tractor Grader	30 Hours		P. Hour	
40	Engaging Truck with Tanker @ Site	10 Trips		P. Trip	
41	Engaging Dumper with POL On Hire Charge One Mile Lead	6 Trips		P. Trip	
42	Engaging Excavator Machine (Wheel Type) with POL	30 Hours		P. Hour	
43	Engaging Suzuki Pick-up W/O POL.	3 Days		P. Day	
44	Engaging Motar Boat with POL	2 Days		P. Day	
45	Painting & Lettering Gauge Piller	80 Sft		P. Sft	
46	Gas Charges of Air Condition	1 Job		Job	
47	General Service of A/C	1 Job		Job	
48	Re-winding Electric Motar 15HP	1 Job		Job	
49	Re-winding Electric Motar 1/2HP	1 Job		Job	

CONTRACTOR

  
 EXECUTIVE ENGINEER  
 KALRI BAGHAR DIVISION  
 THATTA

# **SPPRA BIDDING DOCUMENT**

**STANDARD BIDDING DOCUMENT**

**BAGHAR CIRCLE HYDERABAD**

**KALRI BAGHAR DIVISION THATTA**

**BIDDING COUMENT**

**FOR**

**GOODS & SERVICES**

**Name of Work: Procurement for Abkalani Materials,  
Annual Materials, Maintenance  
Works and Job Works forthe year  
2017-18**

**M & R 2017 – 18**

**ISSUED TO M/S \_\_\_\_\_  
Government Contractor**

203  
**EXECUTIVE ENGINEER  
KALRI BAGHAR DIVISION  
THATTA**



## Instructions to Bidders/ Procuring Agencies.

### General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.

3. **Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.

4. The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.

5. **Conditional Offer:** Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time

allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.
7. Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
8. Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
10. Bid without bid security of required amount and prescribed form shall be rejected.
11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
  - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (B) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
  - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

## BIDDING DATA

(This section should be filled in by the Engineer / Procuring Agency before issuance of the Bidding Documents)

a)	Name of Procuring Agency	Executive Engineer, Kalri Baghar Division Thatta
b)	Brief Description of Work	Procurement for Abkalani Materials, Annual Materials, Maintenance Works and Job Works for the year 2017-18
c)	Procuring Agency Address	Executive Engineer, Kalri Baghar Division Thatta @ Barrage Colony Thatta
d)	Estimate Cost	
e)	Amount of Bid Security (Fill in lump sum amount or in percentage of bid amount/estimated cost but not exceeding 5%)	2% Bid Security
f)	Period of Bid Validity (Days)	90 Days <del>365</del> Days
g)	Security Deposit (i/c bid security) In percentage of Bid Amount / Estimate Cost equal to 10%	5% (Bid Security 2% + Security Deposit 3%)
h)	Percentage if any, to be deducted from bills	10.70% (7.5% Income Tax and 3.20% Sindh Sales Tax)
i)	Deadline for submission of bids along with time	10-05-2017 @ 12.00 Noon
j)	Venue, Time and Date of Bid Opening	Barrage Colony Thatta @ 3.00PM dated 10-05-2017
k)	Time for Completion from written orders of commence	365 Days
l)	Liquidity damages (0.05 of Estimates Cost of Bid Cost per day of delay, but total not exceeding 10%)	----
m)	Deposit Receipt No. Date Amount (In Words and Figures)	D.R.No. Date Amount

(Executive Engineer / Authority Issuing Bidding Documents)


  
 EXECUTIVE ENGINEER  
 KALRI BAGHAR DIVISION  
 THATTA

### 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.

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 the 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 time 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) The Procuring 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) The 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 % 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) If increase 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 exceeding excess the cost of contract beyond 15% after approval of Superintending Engineer.
- (F) **Separate 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 cover 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:**
- (1) 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.

- (C) 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) **Rates 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 date 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 release 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 and 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 Sub-Engineer of the circle/officer/one grade higher to awarding authority shall be final and binding on all parties to the contract upon all questions relating to compliance with the specifications, designs drawings, and instructions, hereinbefore mentioned and to the quality of workmanship, or materials used on the work or as to any question of claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or other documents or otherwise concerning the works, or the execution, or failure to execute the works, whether arising, during the progress of the work, or after the completion or abandonment thereof.

**Clause 17: Clearance.** On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) on completion, but neither such certificate shall be given nor shall the work be considered complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including debris and dirt at the site. If the contractor fails to comply with the requirements of 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 in respect of any surplus materials as aforesaid except for any sum actually realized by the contractor.

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

(A) **Contractor's advance is not allowed.**

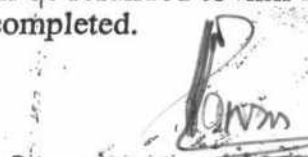
(B) **Secured Advance against materials brought at site.**

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;

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 not utilized).

**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 work, the security deposit (a work should be considered as complete for the purpose of refund to a contractor from the last date on which its final measurements are checked by an authorized authority, if such check is necessary otherwise from the last date of 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 retained in bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

  
Divisional Accounts Officer  
Kairi Baghar Division  
Accounts Office  
Kairi Baghar Division  
Thatta.

Contractor

**Executive Engineer/Procuring Agency**

  
Executive Engineer  
Kairi Baghar Division  
THATTA.