



OFFICE OF THE
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR
No. TC/ 159 /of 2018
Sanghar dated:- 19 / 02 / 2018

To,

The Director (A&F),
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Barrack No. 8,
Sindh Secretariat No. 4-A Court Road,
Karachi.

Subject: HOISTING OF N.I.T ON SPPRA WEBSITE.

Kindly find enclosed herewith this office NIT No. TC/ 160 dated: 19-02-2018 along with complete bidding documents i/c Annual Procurement Plan of the works contained in the NIT, Redressal Committee Notification and Notification of Procurement Committee (in Hard Copy Each) with these Soft Copy / C.D for information and hoisting the above N.I.T on SPPRA Website

D.A /As Above


EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG DIVISION
SANGHAR

SPPRA INWARD DIARY

NO : 596

DATED : 19-02-2018



**OFFICE OF THE
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR**

Telephone / Fax No: 0235-920028
Email address:- phedsanghar@gmail.com

No: TC/ 160/of 2018
Sanghar, dated: 19-02- 2018.

"SAY NO TO CORRUPTION"

NOTICE INVITING TENDER

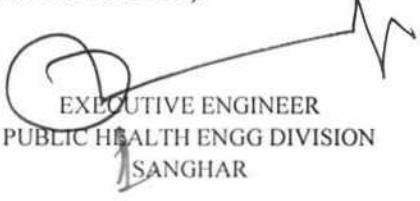
1. The Sealed non-conditional one envelope tenders are invited from eligible contractors for the following works as per SPPRA Rules.

S.#	Location of Works	TALUKA	Amount (in millions)	Tender Fee	Time
	NEW DEVELOPMENT SCHEMES UNDER ADP 2017-18				
1	Rehabilitation of Drainage Scheme Hathongo District Sanghar	Khipro	0.400	500/-	12 Months
2	Construction of RCC Culverts at Village Khan Mir Mari District Sanghar	Jam Nawaz Ali	0.300	500/-	12 Months

MANDATORY REQUIREMENTS:-

1. Blank Tender forms can be obtained from office of the undersigned during office hours from the date of publication upto **12.00 Noon of 12-03-2018** on payment of specified tender fee. Tenders will be received back on **13-03-2018** upto **1.00 PM** & will be opened on same date at **2.00 PM** in the presence of Contractors or their authorized representatives. In case of un-responded tenders or undersigned is out of Head Quarter the next date for issuing tenders till **27-03-2018** upto **12.00 (Noon)** and the bids shall be received back on same date upto **1.00 PM** and open on same date i.e **27-03-2018 at 2.00 PM** under same terms and conditions. Earnest money in shape of pay order / call deposit equivalent to **5%** of estimated cost shall be in favour of Executive Engineer, PHE Division Sanghar. The tenders without Earnest money shall not be accepted. Earnest money of un-successful bidders shall be returned after issuance of work order to successful bidder.
2. Eligibility Criteria for intending participants is as under:-
 - i) Documents evidence of works of same nature (PHED related works) of equivalent cost or above, Executed during last three (3) years, along with certificate of satisfactory completion showing date of start and completion from employer.
 - ii) List of works and copy of letter of award. Work orders of equivalent cost or above.
 - iii) List of machinery and equipments available with documentary proof of its ownership.
 - iv) Registration with Income tax Department (NTN Copy), Sindh Revenue Board, (Sales Tax Registration) and copy of CNIC.
 - v) Undertaking on stamp paper that Firm is not involved in any litigation, Departmental rift has abandoned or made unnecessary delay in completion of any work in the Government Departments.

- vi) The Application shall accompany along with tender fee as shown against each work for purchase of bidding documents.
- vii) Certificate of bank showing credit worthiness along with last three (3) years audited bank statement.
- viii) Affidavit that firm has not been black listed previously by any Executing agency.
- ix) Affidavit that all documents / particulars / information furnished is true and correct.
- x) Conditional tenders will not be entertained.
3. The Under signed and other competent authority reserves the rights to reject any one or all the Bids as per provision of SPPRA Rules 2010 (Amended 2013).


EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG DIVISION
SANGHAR

CC to the:-

Director of Information Public Relation Department Government of Sindh Block No.96 Sindh Secretariat Karachi along with (7) Seven Copies for publication in at least three language leading newspapers.

Secretary of Government of Sindh Procurement Technology Department 1st Floor, Sindh Secretariat No.6 Karachi for display on the website of Sindh Government.

Director (C.B) Sindh Public Procurement Regulatory Authority (SPPRA) Government of Sindh Barrack No.08 Secretariat No.04 A, Court Road Karachi.

Chief Engineer, Public Health Engineering Department Government of Sindh Hyderabad.

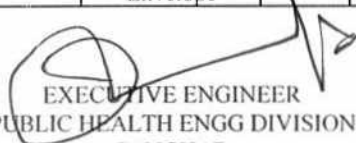
Superintending Engineer, Public Health Engineering Circle Mirpurkhas.

Notice Board / Drawing Branch.


EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG DIVISION
SANGHAR

PROCUREMENT PLAN FOR THE YEAR 2017-18
(WORKS GOODS & SERVICES)
IN PUBLIC HEALTH ENGINEERING DIVISION SANGHAR

S.#	Description of procurement	Quantity where applicable	Estimated Unit Cost (Unit Cost where applicable)	Estimated Total Cost	Fund Allocation for the Year 2017-18	Source of Funding	Procuring Method	Time of Procurement				Remarks
								1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
1	2	3	4	5	6	7	8	9				10
1	Rehabilitation of Drainage Scheme Hathongo District Sanghar		---	400000/-		ADP	National Competative Biding Single Stage One Envelope					
2	Construction of RCC Culverts at Village Khan Mir Mari District Sanghar		---	300000/-		ADP	National Competative Biding Single Stage One Envelope					


 EXECUTIVE ENGINEER
 PUBLIC HEALTH ENGG DIVISION
 SANGHAR

GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING AND
RURAL DEVELOPMENT DEPARTMENT

Karachi dated the 27th January, 2017.

NOTIFICATION

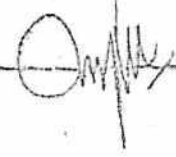
GOVT/PHE/SPPRA-Rules/2013/(Pt-II):- In exercise of powers conferred by
16-T & 8 of SPP Rules, 2010, the division wise procurement committees in
Public Health Engineering Department are hereby re-constituted as under:-

S. NO.	NAME OF PHE DIVISION	PROCUREMENT COMMITTEE	CHAIRMAN/ MEMBER
7.	Hyderabad-I	Executive Engineer, Public Health Engineering Division No.I, Hyderabad-I Executive Engineer, Education Works Division, Hyderabad Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
8.	Hyderabad-II	Executive Engineer, Public Health Engineering Division No.II, Hyderabad Executive Engineer, Education Works Division, Hyderabad Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
9.	Jamshoro	Executive Engineer, Public Health Engineering Division, Jamshoro Executive Engineer, Education Works Division, Jamshoro Section Officer(Admn.), PHE, Public Health Engineering & Rural Development Department	Chairman Member Member

1/1/2017

[Handwritten Signature]

2.	Mirpurkhas	Executive Engineer, Public Health Engineering Division, Mirpurkhas Assistant Engineer, Building Division Works & Services Department, Mirpurkhas Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
2.	Tando Allahyar	Executive Engineer, Public Health Engineering Division, Tando-Allahyar Executive Engineer, Highway Division, Tando Allahyar Section Officer(Admn.)PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
1.	Sanghar	Executive Engineer, , Public Health Engineering Division, Sanghar Assistant Engineer, Education Works Sub-Division, Sinjhor Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
1.	Tharparkar @ Mithi	Executive Engineer, Public Health Engineering Division, Tharparkar @ Mithi Executive Engineer, Education Works Division, Tharparkar @ Mithi Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member



Badin	Executive Engineer, Public Health Engineering Division Badin	Chairman
	Executive Engineer, Highway Division, Badin	Member
	Section Officer(Admn.)PHE, Public Health Engineering & Rural Development Department	Member

Terms of reference of the Committees:-

01. Preparing bidding documents
02. Carrying out technical as well as financial evaluation of the bids
03. Preparing evaluation report as provided in Rule- 45
04. Making recommendations for the award of contract to the competent authority and
05. Perform any other function ancillary and incidental to the above

The Procurement Committees constituted vide this department Notification SO(T)/PHE/SPPRA-Rules/2013(pt-II) dated 16-05-2013 dated 05-05-201, dated September, 2015 & letter No. SO(T)/PHE/SPPRA-Rules/2013 dated 19-12-2016 are hereby repealed.

TAMEEZUDDIN KHERO
SECRETARY TO GOVERNMENT OF SINDH

NO.SO(T)/PHE/SPPRA-Rules/2013/(Pt-II):- Karachi dated the 27th January, 2017.

CC to:-

01. The Secretary, Works & Services Department, Govt. of Sindh, Karachi.
02. The Secretary, Local Government Department, Govt. of Sindh, Karachi.
03. The Secretary, Irrigation Department, Govt. of Sindh, Karachi.
04. The Secretary, School Education Department, Govt. of Sindh, Karachi
05. The Chief Engineers, Public Health Engineering Deptt. Hyderabad/Sukkur.
06. The Managing Director, Procurement Regulatory Authority, Sindh, Karachi.
07. The PS to Minister, Public Health Engineering & Rural Dev. Deptt. Sindh, Karachi.
08. The PS to Secretary, Public Health Engineering & Rural Dev. Deptt. Sindh, Karachi.
09. The Members concerned.

E/GM/PHE/196 Hyd. dt. 3/2/2017
A copy is forwarded to the *Supervisor* (MOHAMMAD BUX JARWAR) SECTION OFFICER (TECH.)
Hyderabad
for information and necessary action.

(Signature)
(KHALIL H. JARWAR)
Public Health Engg. Department
Govt. of Sindh Hyderabad



OFFICE OF THE
SUPERINTENDING ENGINEER
PUBLIC HEALTH ENGG: CIRCLE.
No: E/PHED/ 248 / of 2017.
Mirpurkhas, Dated: - 14/02/2017.

To,

The Executive Engineer's (All),
Under Public Health Engineering Circle,
MIRPURKHAS.

SUBJECT: -
Reference: -

NOTIFICATION.

Chief Engineer, Public Health Engineering Department Government of Sindh Hyderabad vide letter No: E/GM/ PHED/ 196, Dated:-03.02.2017.

Kindly find enclosed herewith a copy of Notification No: SO (T) PHE/ SPPRA-Rules/2013/(PT-II) dated 27.01.2017, Section Officer, (TECH.) Office of the Secretary, Public Health Engineering & Rural Development Department, Government of Sindh Karachi, received from Chief Engineer, Public Health Engineering Department Government of Sindh Hyderabad vide his office letter No: cited above, on the subject matter for information and necessary action.

D.....A/-
As above.

(SYED ZAHID HUSSAIN SHAI)
SUPERINTENDING ENGINEER,
PUBLIC HEALTH ENGG: CIRCLE
MIRPURKHAS.

Copy F.W.C's to the Chief Engineer, Public Health Engineering Department Government of Sindh Hyderabad for his kind information with reference to office letter No: cited above.

1
SUPERINTENDING ENGINEER,
PUBLIC HEALTH ENGG: CIRCLE
MIRPURKHAS.



OFFICE OF THE
EXECUTIVE ENGINEER
 PUBLIC HEALTH ENGG. DIVISION SANGHAR
 No. DB/ 949 /of 2015
 Sanghar dated:- 26/11/2015

To,

*The Superintending Engineer,
 Public Health Engg. Circle,
 Mirpurkhas.*

SUBJECT:- ESTABLISHMENT OF REDRESSAL COMMITTEE OF PUBLIC HEALTH
 ENGINEERING DIVISION SANGHAR

In compliance of Rule-31 of SPPRA 2010 (Amended 2013), the redressal committee is hereby established for the redressal of grievances and settlement of dispute.

1. Mr. Anjineer Lal
 Superintending Engineer, (Chairman)
 Public Health Engineering Circle
 Mirpurkhas.
2. Mr. Muhammad Ali Waryah
 Ex-Executive Engineer (Retired) (Member)
3. Mr. Khalid Ansari
 Divisional Accounts Officer (Member)
 Public Health Engineering Division
 Sanghar.

[Signature]
 EXECUTIVE ENGINEER
 PUBLIC HEALTH ENGG DIVISION
 SANGHAR

Copy FWC's Chief Engineer, Public Health Engineering Department Govt. of Sindh Hyderabad for his kind information.

Copy FWC's to the Director (A&F) Sindh Public Procurement Regulatory Authority, Govt. of Sindh Karachi for his kind information.

[Signature]
 EXECUTIVE ENGINEER
 PUBLIC HEALTH ENGG DIVISION
 SANGHAR



**OFFICE OF THE
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR**

TENDER FOR THE WORK

Issue to M/s. _____ Tender fee for Rs: _____ received
vide _____ D.R No. _____ Dated _____
_____ Dated of opening of Tender _____.

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR**

I / We hereby tender the execution for **CONSTRUCTION OF RCC CULVERTS AT VILLAGE KHAN MIR MARI DISTRICT SANGHAR** of scheme under written memorandum within the specified time in such memorandum at.

Percent Above / Below the Estimated rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof.

- A) General Description **CONSTRUCTION OF RCC CULVERTS AT VILLAGE KHAN MIR MARI DISTRICT SANGHAR.**
- b) Estimated Cost: **RS: 0.300 (Million)**
- c) Earnest Money 5% Call Deposit **RS: 0.015 (Million)**
- d) Time of Completion **RS: 12-Months**

Should be this tender be accepted I / We hereby agree to abide be the fulfill all the terms and provisions of the conditions of contract annexed hereto so as applicable and in default hereof to forfeit any pay the _____ the sum of money mentioned in the said conditions.

Receipt No. _____ Dated: _____ from the Government Treasury / Sub-Treasury / _____ in respect of the sum of the Rs: _____ is herewith forwarded representing the earnest money.

a) The full value of which is to be absolutely forfeited to PHE Division Mirpurkhas deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause of the said conditions otherwise the sum of Rs: _____ shall be remained by the PHE Division Mirpurkhas on account of such Security Deposit specified in relevant Clause of the conditions / agreement.

N.B The Tender or is required to undertake that all terms and conditions of the printed B-I Forms inclusive of the additional conditions etc approved by the Executive Engineer PHE Division Mirpurkhas will be binding on him and these will be includes and signed by him in the even acceptance of his tender.

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR**

PUBLIC HEALTH ENGINEERING DEPARTMENT
GOVERNMENT OF SINDH

PUBLIC HEALTH ENGINEERING DIVISION SANGHAR



BIDDING DOCUMENTS WITH FINANCIAL PROPOSAL

FOR

Name of Work:- **CONSTRUCTION OF RCC CULVERTS AT VILLAGE**
KHAN MIR MARI DISTRICT SANGHAR

Estimated Cost:- **0.300 (Million)**

Name of Department:- **Public Health Engineering Department.**

Name of Procuring Agency:- **Executive Engineer, Public Health**
Engineering Division Sanghar.

Documents Issued to:- _____

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, PHE Division Sanghar.
- A) (b). Brief Description of Works:- CONSTRUCTION OF RCC CULVERTS AT VILLAGE KHAN MIR MARI DISTRICT SANGHAR.
- (c). Procuring Agency's address:- Executive Engineer, Public Health Engg: Division Sanghar Near P.S.O Pump Hyderabad Road Sanghar.
- (d). Estimated Cost:- Rs: 0.300 (M)
- (e). Amount of Bid Security:- Rs: 0.015(M)
- (f). Period of Bid Validity (days):- (90) Days
- (g). Security Deposit:(including bid security):-10% age of Bid Amount / Estimated Cost
- (h). Percentage, if any, to be deducted from bills :- Income Tax as per FBR Rules.
- (i). Deadline for Submission of Bids along with time :- Time: 12:00 PM on 12.03.2018
- (j). Venue, Time, and Date of Bid Opening:- Time: 2:00 P.M Date: 13.03.2018@ Office of the Executive Engineer, PHE Division Sanghar.
- (k). Time for Completion from written order of commence: - 12 Months
- (L). Liquidity damages:- _____ (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures)

Executive Engineer
Public Health Engg: Division
Sanghar

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 contact 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 an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15: Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause -18: Financial Assistance /Advance Payment.

(A) **Mobilization advance** is not allowed.

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor

**Executive Engineer
Public Health Engg: Division
Sanghar**

SUMMARY OF BILL OF QUANTITIES.

Cost of Bid	Amount
1. (A) Cost based on Composite Schedule of Rates. <i>(To be filled by Contractor)</i>	Rs:
2. (B) Cost based on Non/Offered Schedule of Rates.	Rs: NIL
TOTAL COST OF BID (C) = Total (A) + Total (B) <i>(To be filled by Contractor)</i>	Rs:
<hr/>	
GRAND / NET TOTAL <i>(To be filled by Contractor)</i>	Rs:
<hr/>	

Contractor

**Executive Engineer
Public Health Engg: Division
Sanghar**

Name of Work:- **CONSTRUCTION OF RCC CULVERTS @ VILLAGE KHAN MIR MARI TALUKA**
IAM NAWAZ ALI DISTRICT SANGHAR

S.#	ITEM OF WORK	RATE	UNIT	AMOUNT
1	Excavation in foundation of building and other structure i/c dag belling dressing refilling around the structure with excavated earth watering and ramming lead up to one chain and lift up to 5' (In ordinary soil) (GSI No.18, P/4)			
	1008.00 Cft	Rs.3176.25	P%0 Cft	Rs. 3202
2	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering. Ratio 1:4:8. (G.S.I.No: 5,P/18). Ratio (1:4:8)			
	168.00 Cft: Ratio (1:2:4)	Rs. 11288.75	P% Cft	Rs. 18965
3	55.44 Cft: Pacca brick work in foundation & plinth cement sand mortar Ratio (1:6) (GSI No: 4, P-25).	Rs. 14429.25	P% Cft	Rs. 8000
	545.13 Cft:	Rs. 11948.36	P% Cft	Rs. 65134
4	Cement plaster (1:4) up to 12 ft: height ½" thick.(GSI No: 11 P-55.)			
	598.50 Sft:	Rs. 2283.93	P% Sft	Rs. 13669
5	RCC work i/c all labor and material except the cost of steel reinforcement and Its labor for bending and binding which will be paid separately. This rate also Includes all kinds of forms mould lifting shuttering curing rendering and finishing the exposed surface (i/c screening and washing of shingle)a RCC work in roofs slabs beams columns rafts lintels and other structural members laid in situ or precast laid in position complete the all respect (I) Ratio 1:2:4 90 lbs cement 2cft sand 4 Cft shingle 1/8" to ¼" guage. (GSI No: 6 (a) P-19).			
	236.25 Cft:	Rs. 337.00	P/ Cft	Rs. 79616
6	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending Laying in position making joints and fastening i/c cost of binding wire also removal of rust from bars(G.S.I.No:7(b)P/20).			
	9.49 Cwt:	Rs. 5001.70	P/ Cwt	Rs. 47466
			TOTAL	Rs. 236052

- 1 Any error omission in the specification quantity and unit will be governed by the relevant schedule items.
- 2 The rates should be inclusive of all taxes i.e. sales tax octori tax etc.
- 3 No separate carriage will be paid to the contractor.
- 4 No premium will be allowed for non-schedule items.
- 5 The decision of the Superintending Engineer, Works & Services Department Sanghar will be final and binding the parties in any dispute.

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG DIVISION
SANGHAR



**OFFICE OF THE
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR**

TENDER FOR THE WORK

Issue to M/s. _____ Tender fee for Rs: _____ received
vide _____ D.R No. _____ Dated _____
_____ Dated of opening of Tender _____.

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR**

I / We hereby tender the execution for **REHABILITATION OF DRAINAGE SCHEME HATHONGO DISTRICT SANGHAR** of scheme under written memorandum within the specified time in such memorandum at.

Percent Above / Below the Estimated rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof.

- A) General Description **REHABILITATION OF DRAINAGE SCHEME HATHONGO DISTRICT SANGHAR.**
- b) Estimated Cost: **RS: 0.400 (Million)**
- c) Earnest Money 5% Call Deposit **RS: 0.020 (Million)**
- d) Time of Completion **RS: 12-Months**

Should be this tender be accepted I / We hereby agree to abide be the fulfill all the terms and provisions of the conditions of contract annexed hereto so as applicable and in default hereof to forfeit any pay the _____ the sum of money mentioned in the said conditions.

Receipt No. _____ Dated: _____ from the Government Treasury / Sub-Treasury / _____ in respect of the sum of the Rs: _____ is herewith forwarded representing the earnest money.

a) The full value of which is to be absolutely forfeited to PHE Division Mirpurkhas deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause of the said conditions otherwise the sum of Rs: _____ shall be remained by the PHE Division Mirpurkhas on account of such Security Deposit specified in relevant Clause of the conditions / agreement.

N.B The Tender or is required to undertake that all terms and conditions of the printed B-I Forms inclusive of the additional conditions etc approved by the Executive Engineer PHE Division Mirpurkhas will be binding on him and these will be includes and signed by him in the even acceptance of his tender.

**EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR**

PUBLIC HEALTH ENGINEERING DEPARTMENT
GOVERNMENT OF SINDH

PUBLIC HEALTH ENGINEERING DIVISION SANGHAR



BIDDING DOCUMENTS WITH FINANCIAL PROPOSAL

FOR

Name of Work:- **REHABILITATION OF DRAINAGE SCHEME**
HATHONGO DISTRICT SANGHAR

Estimated Cost:- **0.400 (Million)**

Name of Department:- **Public Health Engineering Department.**

Name of Procuring Agency:- **Executive Engineer, Public Health**
Engineering Division Sanghar.

Documents Issued to:- _____

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, PHE Division Sanghar.
- A) (b). Brief Description of Works:- REHABILITATION OF DRAINAGE SCHEME HATHONGO DISTRICT SANGHAR.
- (c). Procuring Agency's address:- Executive Engineer, Public Health Engg: Division Sanghar Near P.S.O Pump Hyderabad Road Sanghar.
- (d). Estimated Cost:- Rs: 0.400 (M)
- (e). Amount of Bid Security:- Rs: 0.020(M)
- (f). Period of Bid Validity (days):- (90) Days
- (g). Security Deposit:(including bid security):-10% age of Bid Amount / Estimated Cost
- (h). Percentage, if any, to be deducted from bills :- Income Tax as per FBR Rules.
- (i). Deadline for Submission of Bids along with time :- Time: 12:00 PM on 12.03.2018
- (j). Venue, Time, and Date of Bid Opening:- Time: 2:00 P.M Date: 13.03.2018@ Office of the Executive Engineer, PHE Division Sanghar.
- (k). Time for Completion from written order of commence: - 12 Months
- (L). Liquidity damages:- _____ (0.05 of Estimated Cost or Bid cost per day of delay, but total not exceeding 10%).
- (m). Deposit Receipt No: Date: Amount: (in words and figures)

Executive Engineer
Public Health Engg: Division
Sanghar

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 wok, 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 exits:-

- (i) contractor causes a breach of any clause of the Contract;
- (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
- (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
- (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;

(B) The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-

- (i) to forfeit the security deposit available except conditions mentioned at A (iii) and (iv) above;
- (ii) to finalize the work by measuring the work done by the contractor.

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

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

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

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

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

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

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

Clause – 7: Payments.

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

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

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

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

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

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (D) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be 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 an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause -18: Financial Assistance /Advance Payment.

(A) **Mobilization advance** is not allowed.

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

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause -19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause -20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (a work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording the final measurements), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Divisional Accountant

Contractor

**Executive Engineer
Public Health Engg: Division
Sanghar**

SUMMARY OF BILL OF QUANTITIES.

Cost of Bid	Amount
1. (A) Cost based on Composite Schedule of Rates. <i>(To be filled by Contractor)</i>	Rs:
2. (B) Cost based on Non/Offered Schedule of Rates.	Rs: NIL
TOTAL COST OF BID (C) = Total (A) + Total (B) <i>(To be filled by Contractor)</i>	Rs:
<hr/>	
GRAND / NET TOTAL <i>(To be filled by Contractor)</i>	Rs:
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Contractor

**Executive Engineer
Public Health Engg: Division
Sanghar**

SCHEDULE BBRICK PAVEMENT I/C EARTH WORK IN VARIOUS VILLAGES OF TOWN COMMITTEE JAM NAWAZ ALI TALUKA JAM NAWAZ ALI DISTRICT SANGHAR.

S.#	Description	Qty	Rate	Unit	Amount
1.	Fabrication of heavy steel work with angels tees flat iron round iron and sheet iron for making trusses graders tanks etc i/c cutting reverting handling assembling and fixing but excluding erection in position. (GSI NO.2 P/91)				
		2.71 Cwt	Rs. 4928/49	P/Cwt	Rs. 13356/-
2.	Errection and fitting in position of iron trusses staging of water tanks etc (GSI NO. 3 P/91)				
		2.71 Cwt	Rs. 271/04	P/cwt	Rs. 735/-
3.	<u>PAINTING NEW SURFACE.</u> Preparing surface and painting of door and window of any Type i/c edges three coats (GSI No: 5 (a) P/69).				
		120.0 Sft	Rs: 2116/41	P% Sft	Rs: 2540/-
4.	Making and fixing steel grated door with 1/16" thick sheeting i/c angle iron frame 2"x2"x3/8"x3/4" sq bars 4" center to center with locking arraignment (GSI NO.24 P/92)				
		28.0 Sft	Rs. 726/72	P/Sft	Rs. 20348/-
5.	White washing one coats (GSI No:26,P/54).				
		527.0 Sft	Rs. 416/63	P% Sft	Rs. 2196/-
6.	White washing 3 coats (GSI No:26,P/54).				
		273.00 Sft	Rs. 829/95	P% Sft	Rs. 2266/-
7.	Color washing two coats (GSI No:25,P/54)				
		527. Sft	Rs: 859/90	P% Sft	Rs: 4532/-
8.	S/F in position iron steel grill of 3/4" x1/4" size flate iron of approved design i/c painting 3 coats etc complete (weight not less them 3.7 Lbs /sq ft of finished) (GSI No. 26 P/93)				
		32.00 Sft	Rs. 180/50	P/Sft	Rs. 5776/-
				Total	Rs. 51749/-

PART-B REPAIR OF TRANSFORMER AND PUMPING MACHINERY

1.	Repair of electric Transformer 25 KVA taking the site at the work shop and over all coil burnt replacement and i/c transformer oil loading and unloading and re-installing of site etc complete (R.A Approved)NSI				
		1.0 Job	Rs. 66800/-	P/Each	Rs. 66800/-
2.	Rewinding of electric motor 3 phase 400/420 volts 50 cycles with best quality insulated copper wire of required gauge including testing on load with satisfactory result upto one weeks time opening and writing and replacing the bolt sif necessary excluding the cost of warn out material (GSI NO. 97 P/11)				
		1.0 No.	Rs. 8763/-	Each	Rs. 8763/-

3.	Repair of Pump ETC (40+200)			
	1.0 No.	Rs. 10000/-	Each	Rs. 10000/-
4.	Providing laying (main or sub main) PVC insulated & PVC sheeted with 3 core copper conductor 600/1000 volts size 25 mile metter (SEI NO. 70 P/9)			
	50.0 Rft	Rs. 435/23	P/Rft	Rs. 21762/-
5.	Providing and fixing MCU / SD -10-17 A) star delta starter KSB Made			
	1.0 No	Rs. 48750/-	Each	Rs. 48750/-
6	M/I M.S pipe made out of MS Sheet 3/16" thick cutting folding to curvature and shape i/c welding etc complete. (RAA Based on Schedule)			
	4" dia			
	55.0 Rft	Rs. 506/60	P. Rft	Rs. 27863/-
7	Manufacturing Installing M.S flanged made out M.S sheet 3/8" thick cutting drilling holes etc complete (RAA Based on Schedule)			
	4" dia			
	10.0 No	@ Rs. 596/75	P. Each	Rs. 5968/-
8	Jointing C.I / M.S flanged pipes and specials flange and inside a trench i/c supplying rubber packing of the required thickness nuts bolts with was hers etc and other tools required for jointing and testing and testing the joint to the specified pressure etc complete (PHSI no. 1 P-40)			
	4" dia			
	19.0 Joint	@ Rs. 513/-	P Joint	Rs. 9747/-
9	Providing Cost iron specials (SMI NO. 6 P/B)			
i)	CI Bend 90 4" dia			
	3 Nos	@Rs.893/75	Each	Rs. 2681/-
10.	Making joint C.I Specials fitting i/c laying of required diameter and testing the jointing along with A.C Pressure pipe line to the specified pressure and making good to all leaky joint complete (PHSI NO. P/81)			
	4" dia 6 Joints	@Rs. 93/-	P/Joint	Rs. 558/-
11	C.I Sluice valve heavy pattern (test pressure 300 lbs/ sq inch) Improted (SOMI No. 2 P-9)			
	2.0 Nos.	@ Rs. 5460/-	Each	Rs. 10920/-
12.	C.I Reflex valve heavy pattern (Test(pressure 300 lbs /sq inch (SOMI NO. P- 10)			
	2.0 Nos.	@ Rs. 1706/25	Each	Rs.3412/-
13.	C.I Tee with one end flanged and spigot at the order ends for all size. (PHSI No. 12 P-13)			
	0.24 Cwt	@ Rs. 6096/-	P/Cwt	Rs. 1463/-
14.	C.I Foot valve pattern with cone type gate imported (SOMI No. 4 P/11) (PHSI No. 12 P-13)			
	2.0 Nos	@ Rs. 893/75/-	Each	Rs. 1788/-
				Total Rs. 220476/-

PART-D. DISTRIBUTION SYSTEM 6",4"x 3"DIA.

1. Excavation for pipeline in trenches pits in Soft soil i/c trimming dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade Cutting joint holes and disposal of surplus earth within one chain as directed by Engineer in charge providing fence guards lights, flags and temporary crossing For non-vehicular traffic where ever required lift up to 5' and lead up to one chain (P.H.S.I.No: 1,P/46).

860.0 Cft Rs.3600/- P%0Cft. Rs.3096/-

2. Excavation for pipeline in trenches pits in Wet soil i/c trimming dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade cutting joint holes and disposal of surplus earth within one chain as directed by Engineer in charge providing fence guards lights, flags and temporary crossing For non-vehicular traffic where ever required lift up to 5' and lead up to one chain (P.H.

21625.0 Cft. Rs.5400/- P%0Cft. Rs.3483/-

3. Providing uPVC pipe of class B fixing in trenches i/c cutting fitting and jointing with solvent cement i/c testing with water to a head of 61 meter or 200' ft (PHSI No: 1 p/22)).

6"dia. 215.0 Rft. Rs.259/- P/Rft. Rs.55685/-

4. Providing PVC specials (S.O.M.I. No:2, P/14).

i) C.I Bend 90 6"dia. 2.0 Nos: Rs.2212/50 Each. Rs.4425/-

ii) C.I Bend 45 6"dia. 2.0 Nos: Rs.1787/50 Each. Rs.3575/-

iii) C.I Jibault joints (S.O.M.I.No: 14,P-18).
6"dia. 5.0 No Rs.1062/50 Each. Rs.5313/-

iv) Tail Piece. 6"dia. 1.0 No Rs.618/75 Each. Rs.619/-

6. Supplying A.C Collar class B (Extra) (SOMI No. 7 P/4)

6" dia 6. Nos Rs. 194/- Each Rs. 1164/-

7. Supplying one pair of rubber ring (Extra) (SOMI No. 7 P/4)

6.0 Pairs Rs. 129/- P/Each Rs. 744/-

8. Making joint C.I Special fitting i/c laying of required diameter and testing the joint along with A.C pressure pipe line to the specified pressure and making good to all leaky joint complete (PHSI No: 1 P-80).

06"dia. 08 Joints Rs.72/- Each. Rs. 576/-

9. Refilling the excavated stuff in trenches in 6" thick layers i/c watering and ramming to full compaction etc complete (PHSI No: 24,P-53).

1354.50 Cft. Rs.2760/- P%0Cft. Rs. 3738/-

Total:- Rs.74505/-

ABSTRACT

PART-I	REPAIR OF PUMP HOUSE	Rs.51749/-
PART-II	REPAIR OF TRANSFORMER AND PUMPING MACHINERY	Rs.220475/-
PART-III	PVC RISING MAIN 6" DIA	Rs.

CONDITIONS.

1. Any error omission in the specification quantity and unit will be governed by the relevant schedule items.
2. The rates should be inclusive of all taxes i.e sales tax octroi tax etc.
3. No separate carriage will be paid to the contractor
4. No premium will be allowed for no-schedule items.
5. The decision of the Superintending Engineer, Works & Services Department Sanghar will be final and binding the parties if in any dispute.

CONTRACTOR

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
SANGHAR