



EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION I
LARKANO

074-9410326
074-9410326
phediv1larkana@gmail.com

No. AB/TC/NIT/
Larkano dated:

300 /of/2018
22 - /Feb 2018

“Say No To Corruption”

Invitation for Bids

1. This office invites sealed bids from eligible bidders, firms & companies for the following work on single stage one envelop basis as per SPPRA procedure.

S.No.	Name of Work / Scheme and Location	Estimated Cost in Million Rs	Earnest Money in Rs.	Tender Fee in Rs.	Time for Completion
01	Construction of CC drains and CC Blocks at Village Sher Muhammad Junejo Taluka Dokri.	1.000	50000/-	2500/-	2 Months

2. Interested eligible bidders may obtain further information and bidding documents from office of the undersigned.
3. The interested participants can purchase the tender documents on payment of tender fee for the work with effect from 23/2 2018 up to 12/03/2018 till 2.30 P.M.
4. The tenders will be received back on 13/03/2018 up to 12.30 P.M & will be opened on same date @ 2.00 PM in presence of procurement committee and bidders or their authorized representatives whosoever be present @ Office Of The Executive Engineer Public Health Engg: Division I Larkana Near Zulfiqar Bagh Larkana.
5. If the undersigned remains out of Head Quarter on the date of opening of bids, the bids shall be submitted and opened as per given schedule on the next working day.
6. Eligibility criteria for intending participants is as under.
 - i) Documentary evidence of works of same nature (PHED related works) of equivalent cost or above, executed during last three years, along with certificate of satisfactory completion showing date of start and completion from employer.
 - ii) The Annual amount of turn-over of last three years, requires to be 80% of the estimated cost of work.
 - iii) List of works of PHED nature and copy of Letter of Award / Work Order of equivalent cost or above.
 - iv) List of machinery and equipment required for PHED related works, available with documentary proof of its ownership.
 - v) Registration with Income Tax Department (NTN copy), Sindh Revenue Board, (sales tax registration) and copy of CNIC.
 - vi) 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.
 - vii) The application shall accompany along with tender fee as shown against each work for purchase of bidding documents.

SPPRA INWARD DIARY

NO :

DATED

62249
23/02/2018

- viii) The 5% earnest money shall be submitted in the shape of Call Deposit issued from scheduled bank at the time of submission of bidding document in favor of undersigned.
- ix) Certificate of Bank showing credit worthiness along with last three years audited Bank Statement.
- x) Affidavit to the effect that Firm has not been black-listed previously by any Executing Agency.
- xi) Affidavit to the effect that all documents/ particulars/ information furnished are true and correct.
- xii) Conditional tenders will not be entertained.
7. The undersigned and other competent authority reserves the right to reject any one or all the Bids as per provision of SPPRA Rules.

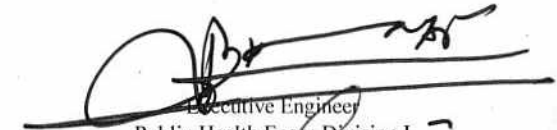

Executive Engineer
Public Health Engg. Division I
Larkano

C.C. for information to:

- Sindh Public Procurement Regulatory Authority, Barrack 8 Secretariat 4A Court Road Karachi Tel: 92-21-99205369 for hoisting on SPPRA's website.
- The Chief Engineer, Public Health Engg: Deptt Sukkur.
- The Superintending Engineer, Public Health Engg: Circle Larkano.
- Assistant Engineer, PHE S/ Division Dokri.
- Notice Board.

Annual Procurement Plan 2017-18
(Works, Goods & Services)

Sr. No	Description of Procurement	Quantity (Where applicable)	Estimated Unit Cost (Where applicable) Millions	Funds allocated (in Million)	Source of Funds (ADP/ Non ADP)	Proposed Procurement Method	Timing of Procurements		Remarks
							1st Half	2nd Half	
01	Construction of CC drains and CC Blocks at Village Sher Muhammad Junejo Taluka Dokri.	--	10.000 Million	1.00	CDP Funds	Single Stage one envelope	0.500	0.500	Scheme will be completed current financial Year 2017-18


 Executive Engineer
 Public Health Engg. Division I
 Larkana



GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING AND
RURAL DEVELOPMENT DEPARTMENT

Karachi dated the 27th January, 2017.

NOTIFICATION

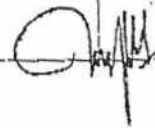
NO. SO(T)/PHE/SPPRA-Rules/2013/(Pt-II):- In exercise of powers conferred by rule-7 & 8 of SPP Rules, 2010, the division wise procurement committees in Public Health Engineering Department are hereby re-constituted as under:-

S. NO.	NAME OF PHE DIVISION	PROCUREMENT COMMITTEE	CHAIRMAN/ MEMBER
01.	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
02.	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
03.	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

04.	Tando Mohammad Khan	Executive Engineer, Public Health Engineering Division, Tando Mohammad Khan Executive Engineer, Education Works Division, Tando Mohammad Khan Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
05.	Matiari	Executive Engineer, Public Health Engineering Division, Matiari Divisional Accounts Officer, Hala Division, Irrigation Department, Hyderabad Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
06.	Karachi-I	Executive Engineer, Public Health Engineering Division, Karachi-I Executive Engineer, Local Govt. Department, Karachi Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
07.	Karachi-II	Executive Engineer, Public Health Engineering Division, Karachi-II Executive Engineer, Local Govt. Department, Karachi Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member



12.	Umerkot	Executive Engineer, Public Health Engineering Division, Umerkot	Chairman
		Executive Engineer, Education Works Division, Umerkot	Member
		Section Officer(Admn.) PHE, Public Health Engineering & Rural Development Department	Member
13.	Sukkur	Executive Engineer, Public Health Engineering Division, Sukkur	Chairman
		Executive Engineer, Highway Division, Sukkur	Member
		Section Officer(Tech.) PHE, Public Health Engineering & Rural Development Department	Member
14.	Ghotki @ Mirpur-Mathelo	Executive Engineer, Public Health Engineering Division, Ghotki @ Mirpur-Mathelo	Chairman
		Executive Engineer, Education Works District Ghotki	Member
		Section Officer (Tech.), PHE, Public Health Engineering & Rural Development Department	Member
15.	Khairpur-I	Executive Engineer, Public Health Engineering Division No. I Khairpur	Chairman
		Assistant Engineer, Education Works, Sub-Division, Khairpur	Member
		Section Officer (Tech.),PHE, Public Health Engineering & Rural Development Department	Member



16.	Khairpur-II Ranipur	@	Executive Engineer, Public Health Engineering Division No. II Khairpur @ Ranipur Assistant Engineer, Education Works, Sub-Division, Khairpur Section Officer (Tech.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
17.	Naushahroferoze		Executive Engineer, Public Health Engineering Division, Naushahroferoze Assistant Engineer, Highway, Sub-Division, Mehrabpur Section Officer (Tech.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
18.	Shaheed Benazirabad		Executive Engineer, Public Health Engineering Division No. 5, Shaheed -Benazirabad Executive Engineer, Education Works Division, Shaheed - Benazirabad Section Officer (Tech.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
19.	Larkana-I		Executive Engineer, Public Health Engineering Division, Larkana-I Executive Engineer, Building Provincial Division, Larkana Section Officer (Tech.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member

20.	Larkana-II	Executive Engineer, Public Health Engineering Division, Larkana-II Executive Engineer, Building Provincial Division, Larkana Section Officer (Tech.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
21.	Dadu	Executive Engineer, Public Health Engineering Division, Dadu Executive Engineer, Highway Division, Dadu Section Officer (Tech.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
22.	Jacobabad	Executive Engineer, Public Health Engineering Division, Jacobabad Executive Engineer, Highway Division, Jacobabad Section Officer (Tech.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member
23.	Kamber Shahdadt Kamber @	Executive Engineer, Public Health Engineering Division Kamber Shahdadt @ Kamber Executive Engineer, Education Works Division, Kamber Shahdadt @ Kamber Section Officer (Tech.) PHE, Public Health Engineering & Rural Development Department	Chairman Member Member



28.	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

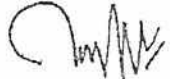
The Procurement Committees constituted vide this department Notification No. SO(T)/PHE/SPPRA-Rules/2013(pt-II) dated 16-05-2013 dated 05-05-201, dated September, 2015 & letter No. SO(T)/PHE/SPPRA-Rules/2013 dated 19-12-2016 are hereby repealed.

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.


(MOHAMMAD BUX JARWAR)
SECTION OFFICER (TECH.)

NO.GM/PHED/ 680 of 2018
OFFICE OF THE CHIEF ENGINEER
PUBLIC HEALTH ENGINEERING DEPARTMENT
GOVERNMENT OF SINDH, SUKKUR
Sukkur Dated, 19 / 02 / 2018

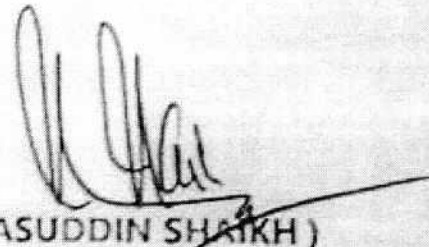
9310448
9310447
hedsukkur@gmail.com

NOTIFICATION

In supersession of this office Notification No: GM/PHED/187 and as required under Rule-31 of SPP Rules-2010 (Amended-2010) a Redressal Committee (CRC) with following composition is re-constituted for Larkana.

Superintending Engineer, PHE Circle Larkana.	Chairman
Executive Engineer, Education Works Division Larkana	Member
District Accounts Officer, Larkana	Member

TC
Pl. keep it in
sekrant dossier
19/2


(SHAMASUDDIN SHAIKH)
CHIEF ENGINEER
PUBLIC HEALTH ENGG: DEPARTMENT,
GOVT: OF SINDH SUKKUR.

Superintending Engineering, Public Health Engineering Circle, Larkana for information.
Executive Engineering, Public Health Engineering Division-I Larkana for information.
Letter No: AB/SAC/275 dated, 16.02.018.
Executive Engineering, Education Works Division Larkana for information.
District Accounts Officer, Larkana for information.

BILL OF QUANTITIES

Construction of C.C Drains & C.C Block at village Sher Muhammad
Junejo taluka Dokri District Larkano (Under Community
(A) Development Programme for sustainable development Goals 2017-
2018) NA 205.

Item	Quantities	Description and rate of Item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6

Part-I C.C Drains

- 1 Excavation in foundation of building bridges and other structures
i/c dag belling dressing refilling around the structures with excavated
earth watering ramming lead up to 5ft (b) in ordinary soil (G.S.I-18/ P/4)
1352.58 cft @Rs 3176.25 P%0Cf Rs 4296

- 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-5(ii) P/17
429.00 Cft @Rs 11288.75 P%Cft Rs 48429

- Construction of standard open type drains cunette block of C.C
1:2:4 in situ to the design profile i/c cost of mould as per drawing
- 3 i/c applying floating cost of cement 1/32" thick to the exposed face
finished smooth curing etc complete as per detailed drawing .
(P.H.S.I No D. P/ 58)
Type A 300.0 Rft @Rs 94.00 P-Rft Rs 28200
Type B 250.0 Rft @Rs 174.00 P-Rft Rs 43500

- 4 Pacca brick work in foundation and plinth in cement sand mortar(1:6)
(G.S.I No. 4 (e) P/ 21)
1106.25 cft @Rs 11948.36 P%Cft Rs 132179

- 5 Cement plaster (1:4) up to 20'height ½" thick (G.S.I-11(b) / P/52)
1500.00 Sft @Rs 2283.93 P%Sft Rs 34259

- R.C.C work i/c all labour and material except the cost of steel
reinforcement and its labour for bending and binding which will
be paid separately. This rate also includes all kinds of forms moulds
lifting shuttering curing rendering and finishing the exposed surface
- 6 i/c screening and washing of shingle (a) R.C work in roof slab beams
columns,ratts lintels & other structural members
laid in situ or precast laid in position complete in a respect. (1)
Ratio 1;2;4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to ¼" gauge.
(G.S.I-6(a) P/17)
98.16 Cft @Rs 337.00 P-Cft Rs 33078

- Fabrication of mild steel reinforcement for cement concrete i/c
cutting bending laying in position making joints and fastening i/c
- 7 cost of binding wire also includes removal of rust from bars.
(G.S.I-8-b P/17)
3.94 Cwt @Rs 5001.70 P-Cwt Rs 19725

- 8 Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering Ratio 1:2:4 (G.S.I-5 f P/15)

41.17 Cft

@Rs. 14429.25 P% Cft Rs 5941

Total: (A) Rs 349607

Part- II CC BLOCKS

- 1 Barrow pit excavation undressed lead upto 100ft ordinary soil

(G.S.I. No. 3 (a) p/ 1)

2487.42 Cft

@Rs 2117.50 P%0Cf Rs 5267

- 2 Laying arth in 6"thick layers levelling and dressing etc completed

(G.S.I.No. 13 a p/ 3)

2487.42 Cft

@Rs 263.00 P%0Cf Rs 654

- 3 Extra lead for every 50' Ft: additional lead or part thereof.(GSI NO.8P-3)

2487.42 Cft

@Rs 5039.00 P%0Cf Rs 12534

- 4 Cement concrete bricks or stone ballest 1/2" to 2" gauge.(Ratio 1:4:8)

(G.SI. No. 4(b) p/ 15)

1267 Cft

@Rs 9416.28 P%ocft Rs 119323

- 5 Cement concrete plain i/c placing compacting, finishing and curing etc complete i/c sreening & washing of stone aggregate without shuttering (Ratio 1:2:4) (G.S.I No. 5 p/ 16)

960 Cft

@Rs 14429.25 P%ocft Rs 138521

- 6 Erection and removal of centering for R.C.C or plain C.C works

of deodar wood (2nd class) (b) for partal wood (vertical).

(G.S.I.No. 19 p/ 18)

120.00 sft

@Rs 3127.41 P%osft Rs 3753

Total: Rs 280052

- 7 Supplying and fixing M.S iron board size (2x2.50) (LQR)

8 No

@Rs 4000.0 P.Each Rs 32000

Total: (B) Rs 312052

General Abstract

S.#	Sub- Works	Schedule Amount	N/S Amount	G.Total:
1	Part-I C.C drains	349607	0	Rs 349607
2	Part-II C.C Blocks	280408	32000	Rs 312408
	G.total:	630015	32000	Rs 662015

Amount Total (a)

----- % above /below on the rates CSR

Amount to be added /deducted on the basis of premium quoted. TOTAL(b)

Total (A) = a+b in words & figure:

CONTRACTOR

Executive Engineer
Public Health Engg:Division-I
Larkano

SPPRA BIDDING DOCUMENT



OFFICE OF THE
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION I
LARKANO

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STANDARD BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing up to Rs 2.50 MILLION)

Name Of Scheme: *Construction of CC drains and CC Blocks at Village Sher Muhammad Junejo Taluka Dokri.*

Name of Contractor/ firm:

DR No & Date of Issue:

Call Deposit Receipt No Date:

Amount Rs:

Executive Engineer
Public Health Engg: Division I
Larkano

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 Executive Engineer/ Project Director (E.W) before issuance of the Bidding Documents).

(a). Name of Procuring Agency:- Public Health Engineering Department Government of Sindh

(b). Brief Description of Works:- Construction of CC drains and CC Blocks at Village Sher Muhammad Junejo Taluka Dokri.

(c). Procuring Agency's address:- Public Health Engg: Division-I, Larkano

(d). Estimated Cost:- 1.000 (Million)

(e). Amount of Bid Security:- 0.050 (Million)

(f). Period of Bid Validity (days):- _____ (Not more than ninety days).

(g). Security Deposit :-(including bid security):- 10% Rs: 0.100 Million

(h). Percentage, if any, to be deducted from bills:- 8% Rs: 0.080 Million

(i). Deadline for Submission of Bids along with time:- 13/3/2018 up to 1.30 PM

(j). Venue, Time, and Date of Bid Opening:- Office of the Public Health Engg: Division I Larkana, 13/03/2018 up to 2.00 PM

(k). Time for Completion from written order of commence: - 02 Months.

(L). Liquidity damages:- _____

(m). Call Deposit Receipt No: Date:

Amount Rs:

Executive Engineer
Public Health Engg: Division I
Larkano

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 Executive 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 Executive Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- (B) The Engineer 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, 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.

Executive Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Executive 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 Executive 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 Executive 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 Executive Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Engineer shall give the contractor reasonable notice of the intention of the Executive 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 Executive Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Executive 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 Executive Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Accounts Officer
Public Health Engg: Division I
Larkano

Contractor

Executive Engineer
Public Health Engg: Division I
Larkano