

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONTRACT EVALUATION FORM**

**TO BE FILED BY ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF  
WORKS, SERVICES & GOODS**

- 1) NAME OF THE ORGANIZATION / DEPTT: PROVINCIAL HIGHWAY DIVISION SUKKUR  
(WORKS & SERVICES DEPARTMENT)
- 2) PROVINCIAL / LOCAL GOVT / OTHER: PROVINCIAL
- 3) TITLE OF THE CONTRACT: WIDENING/RECONDITIONING WORK
- 4) TENDER NUMBER: (7)
- 5) BRIEF DESCRIPTION OF CONTRACT: W/R OF ROAD FROM HALIJI M.P  
CHECKPOST
- 6) FORUM THAT APPROVED THE SCHEME: P. D. W. P.
- 7) TENDER ESTIMATED VALUE: RS. 6.20 (M)
- 8) ENGINEER'S ESTIMATE: RS. 6.2292 (M)  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 6 MONTHS
- 10) TENDER OPENED ON (DATE & TIME): 3-8-2010 @ 1:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLD: 3 NOS. (LIST ATTACHED)
- 12) NUMBER OF BIDS RECEIVED: 3 NOS.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 3 NOS.
- 14) BID EVALUATION REPORT: ATTACHED  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: MR. NABI BUX JISKANI  
GOVT. CONTRACTOR VILLAGE AKRA PANIHWARI TAL. ROHRI DISTT. SUKKUR
- 16) CONTRACT AWARD PRICE: RS. 6,22475 (M)
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1st, 2nd, 3rd EVALUATION BID):  
1ST MR. NABI BUX JISKANI  
2ND MR. LAL KHAN  
3RD MR. WAZIR ALI MAHAR

18) METHOD OF PROCUREMENT USED :- (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) SINGLE STAGE - ONE ENVELOPE PROCEDURE

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PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED  
i.e. EMERGENCY, DIRECT CONTRACTING ETC WITH REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT SUPERINTENDING ENGINEER  
PROVINCIAL HIGHWAY CIRCLE

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

|     |  |    |                                     |
|-----|--|----|-------------------------------------|
| Yes |  | No | <input checked="" type="checkbox"/> |
|-----|--|----|-------------------------------------|

21) ADVERTISEMENT:

- i). SPPRA Website  
(If yes, give date and SPPRA Identification No.)

|   |                  |
|---|------------------|
| Yes <input checked="" type="checkbox"/> | LD NO. 1750/2010 |
| No                                      |                  |

- ii). News Papers  
(If yes, give names of newspapers and date)

|   |  |
|---|--|
| Yes <input checked="" type="checkbox"/> | Daily Kawish 10/7/2010<br>Rozana Huqooqul-Aloom 10/7/2010<br>Daily Wisdom 11/7/2010<br>Rozana Saad 11/7/2010 |
| No                                      |  |

22) NATURE OF CONTRACT

|  |                               |
|--|-------------------------------|
| Domestic/<br>local <input checked="" type="checkbox"/> | Int: <input type="checkbox"/> |
|--|-------------------------------|

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?

(If yes, enclose a copy)

|     |  |  |                                     |
|-----|--|--|-------------------------------------|
| Yes |  | No <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----|--|--|-------------------------------------|

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER  
(If yes, enclose a copy)

|     |  |    |                                     |
|-----|--|----|-------------------------------------|
| Yes |  | No | <input checked="" type="checkbox"/> |
|-----|--|----|-------------------------------------|

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

|     |  |    |                                     |
|-----|--|----|-------------------------------------|
| Yes |  | No | <input checked="" type="checkbox"/> |
|-----|--|----|-------------------------------------|

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

|     |                                     |    |  |
|-----|-------------------------------------|----|--|
| Yes | <input checked="" type="checkbox"/> | No |  |
|-----|-------------------------------------|----|--|

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATED BID / BEST EVALUATED BID  
(in case of Consultancies)

|     |  |    |                                     |
|-----|--|----|-------------------------------------|
| Yes |  | No | <input checked="" type="checkbox"/> |
|-----|--|----|-------------------------------------|

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?

|     |                                     |    |  |
|-----|-------------------------------------|----|--|
| Yes | <input checked="" type="checkbox"/> | No |  |
|-----|-------------------------------------|----|--|

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT  
AT THE TIME OF OPENING OF BIDS?

|     |                                     |    |  |
|-----|-------------------------------------|----|--|
| Yes | <input checked="" type="checkbox"/> | No |  |
|-----|-------------------------------------|----|--|

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the bid evaluation report)

|     |                                     |    |  |
|-----|-------------------------------------|----|--|
| Yes | <input checked="" type="checkbox"/> | No |  |
|-----|-------------------------------------|----|--|

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

|     |                                     |
|-----|-------------------------------------|
| Yes |                                     |
| No  | <input checked="" type="checkbox"/> |

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE

DOCUMENTS (If yes, give details)

|     |                                     |
|-----|-------------------------------------|
| Yes |                                     |
| No  | <input checked="" type="checkbox"/> |

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

|     |                                     |
|-----|-------------------------------------|
| Yes |                                     |
| No  | <input checked="" type="checkbox"/> |

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

|     |                                     |
|-----|-------------------------------------|
| Yes |                                     |
| No  | <input checked="" type="checkbox"/> |

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

|     |                                     |    |                          |
|-----|-------------------------------------|----|--------------------------|
| Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
|-----|-------------------------------------|----|--------------------------|

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS  
TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD.

|     |                          |    |                                     |
|-----|--------------------------|----|-------------------------------------|
| Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
|-----|--------------------------|----|-------------------------------------|

37) WHERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT  
IN THE CONTRACT (BANK GUARANTEED ETC.)?

|     |                          |    |                                     |
|-----|--------------------------|----|-------------------------------------|
| Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
|-----|--------------------------|----|-------------------------------------|

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

|     |                                     |
|-----|-------------------------------------|
| Yes |                                     |
| No  | <input checked="" type="checkbox"/> |

Signature & Official Stamp of  
Authorized Officer

**EXECUTIVE ENGINEER**  
**Provincial Highway Division**  
**SUKKUR,**

FOR OFFICE USE ONLY



MR: Nabi Bux Tiskani

P.W.D. 287

FORM B-I

G.Rs. W.P. 1/1607751 of 6-4-35, 56-1 of 6-1-36,  
1639, W of 27-9-37, G.C.M.P. and M.L.C. No. 383-P/37 of 9/11-37 (P.W.D.) No. 5-173, 2-W of  
22-2-39, 12-10-44 and 2-5-44, 54-W of 22-2-39,  
12-10-44 and 2-244, 65-W of 8/11-1 of 28-3-49,  
5647-W2 of 12-12-50

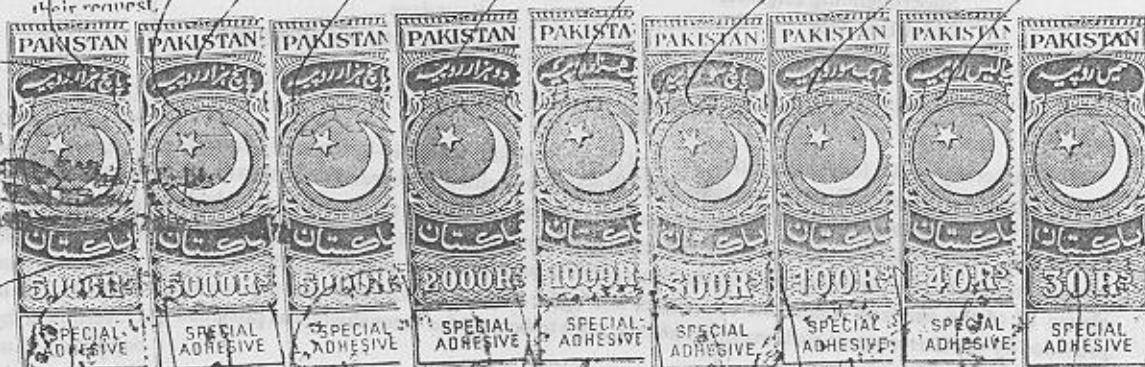
PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

Percentage Rate Tender and Contract  
for works

CONTRACTOR

General Rules and Direction for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer, and the detailed of the works to be tendered will be supplied to the prospective tenderers on their request.



3. Receipts for payments made on account of any work when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what percentage above or below the rates specified in Schedule "B" memorandum showing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration 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 contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the enveloped.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in suitable form. In the event of a tender being accepted, the contractors shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer, concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for return of the money.

6. The Officer, competent to dispose of the tender shall have the right of rejecting all or any of the tenders.

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. No memorandum of work to be tendered for and the schedule of materials to be supplied

EXECUTIVE ENGINEER  
Provincial Highway Division  
SUKKUR.





of or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause I (B) of the conditions.

\*Strike out (b) if any cash security deposit is to be taken.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_

(Witness)

(Address)

(Occupation)

**CONTRACTOR**

\*\*Signature of contractor before submission of tender. Signature of witness to contractor's signature.

The above tender is hereby accepted by me on behalf of the Government of Sind. *Rs. 6,22,247/-*  
*Refers Six Million + two Hundred Twenty two Thousand Four Hundred*  
Executive Engineer, *Seventy Five* only  
Division (or his duly authorised Assistant).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_

**Conditions of Contract**

**EXECUTIVE ENGINEER**

**Provincial Highway Division**

Clause 1. — The persons whose tender may be accepted hereinafter (the contractor) shall (A) within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs., 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to, ..... per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of ..... per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sales aforesaid the contractor shall, within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cast of the depositor, be converted into interest, bearing securities provided that the depositor has expressly desired this in writing.

Security deposit.

If the amount of the security deposit to be paid in a lumpsum within the period specified at (A) above is not paid tender / contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

Compensation for delay.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Note:— 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.

Clause 2. — The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with the due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one

**CONTRACTOR**

CONTRACTOR

12

One hundred & eighty days

SCHEDULE  
PUL

Government

Clause 52.— "If any question, difference or objection what so ever shall arise in any way rights, duties or liabilities of their party, under the decision of any such matter is herein before provided for as has been so decided, every such matter including termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred".

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P.W.D. circular Memo no. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-1 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer.

Contractor

EXECUTIVE ENGINEER  
PROVINCIAL HIGHWAY DIVISION  
BARKUR.

Note: The  
are filled up by

CONTRACTOR  
(Signature)



CONTRACTOR

Clause 5.— In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of contract not being applicable, at current market rates, to be certified by the Executive Engineer, whose certificate thereof shall be final. In the alternative the Executive Engineer, may after giving notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remainable to pay compensation action not taken under clause 3 and 4.

Power to take possession of or require removal of or sale contractors' plant

Clause 6.— If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground of asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Selection time.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the P.W.D. or any of its authorised officers the Executive Engineer, may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

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 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 7.— One completion of the work the contractor shall be furnished with certificate by the Executive Engineer (hereinafter called the Engineer in-charge) of such completion, but no such certificate shall be given and the work has been executed, or other parts of any Building in or upon which the work the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or other parts of any Building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge, may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, but shall not claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Fine Certificate

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being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Decision of Superintending Engineer to be final.

Stores of European or American manufacture to be obtained from Government.

Lumpsums in estimates.

Action where no specification.

Definition of work.

Contractors percentage where applied to net or gross amounts of bill.

Refund of quarry fees and royalties.

Compensation under the workmen's Compensation Act.

Claim for quantities entered in the tender or estimate.

Employment of native labour.

Claim for compensation for delay in starting the work.

CONTRACTOR

Clause 30.— Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings, and instructions herein-before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right matter, or the 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 or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof.

Clause 31.— The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up any articles required therefore or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract is shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.— When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 33.— In the case of any class of work for which there is no such specification mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Clause 34.— The expression "works" or "work" where used in these conditions shall, unless there be something in the subject of context repugnant to such construction, be construed to include the work or works contracted to be executed under or in virtue of the contract, whether temporary, permanent and whether original, altered, substituted or additional.

Clause 35.— The percentage referred to in the tender shall be deducted from/added to the amount of the bill before deducting the value of any stock issued.

Clause 36.— All quarry fees, royalties, octroi dues and ground rent for stocking materials should be paid by the contractor, who will, however, be entitled, to a refund of such of the cost as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that materials were required for the use on Government work.

Clause 37.— The contractor shall be responsible for and shall pay any compensation workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter the said Act), for injuries caused to the workmen. If such compensation is paid by Government principal under sub-section (1) of section 12, of the said Act on behalf of the contractor, it shall be recoverable by Government from the contractor under sub-section (2) of the said section and compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 38.— Quantities shown in the tender are approximate and no claim shall be entered for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Clause 39.— The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Clause 40.— No compensation shall be allowed for any delay in the execution of the work.

account of water standing in soil, excavation mud, sub-soil shall be entered, unless

Clause 42.— Contract written authority and instructions for work. Failing such authority for work.

Clause 43.— (1) No

(ii) No contractor shall The breeching must be at least

(iii) No animal suffering employed on the work.

Any contractor who dies and his name shall be removed

(iv) The Engineer-in-charge animal found working which by Government for any del

Clause 44.— As far as is not practicable, preference

Clause 45.— If any material by rail, the contractors will be that the materials are required however, such a concession contract, no claim shall be per

Clause 46.— When tender accepting authority to those tyres.

Clause 47.— Any sum as arrears of Land Revenue.

Clause 48.— Certificate that government will have the member of Legislative Assembly

Clause 49.— I/We hold with Pakistan General sales

Clause 50.— Certified in the work.

Clause 51.— Where authorities the contractor will before expiry of the period of opening of the tender.

When the sanctioning

Executing Engineer.

Superintending Engineer

Chief Engineer.

store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Clause 13.—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 matter in strict accordance with specification, lodged in the office of the executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relation to the work signed by the Engineer-in-charge and lodged 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, drawings, and instructions as aforesaid.

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid clause 38 below as Part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive, and if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at \* (.....) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class 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, then he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration accordance with the procedure laid down in clause—52.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out in part, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawing, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials, have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for such materials at the rate determined by the Engineer-in-charge provided they are not in excess of requirements and are of approved quality.

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality

Works to be executed in accordance with specification, drawings orders etc.

Alteration in Specification and designs not to invalidate Contracts.

No claim to any payment of compensation for alteration into restriction of work

Time limit for unforeseen claims

Action and compensation payable in case of bad work.



CONTRACTOR

interior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing, the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or removed and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days during which the failure so continues, and in the case of any such failure the Engineer-in-charge may complain of as the case may be at his risk work, or, remove and replace the materials or articles. The Engineer-in-charge consider that any such inferior work or materials as described above should 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.

Work to be open to inspection

Clause 18.— All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have given to the contractor, either himself be present to receive orders instructions, have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Clause 19.— The contractor shall give not less than five days notice in writing to the Engineer-in-charge of his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach measurement, and shall cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up placed beyond the reach of measurement without such notice having been given to consent obtain the same shall be uncovered at the contractor's expense, and in default thereof no payment allowance shall be made for such work, or for the materials with which the same was executed.

Contractor liable for damage done, and for inspections for three months after certificate

Clause 20.— If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working or any building, road fence, enclosure or land or cultivated ground continuously the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause what or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor to supply plant, ladders scaffolding, etc.

Clause 21.— The contractor shall supply at his own cost all material (except such as may be supplied from the P.W.D. Stores), tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary work required proper for the execution of the work, whether in the original, altered, or substituted from, and which included in the specification, or other documents, forming part of the contract of referred to in the conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore from the work. The contractor shall also supply without charge the requisite number of persons assisting in the measurement or examination at any time and from time to time of the work material. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public accident, and shall also be bound to bear the expenses of defence of every suit, action or other proceedings, that may be brought by any person for injury sustained owing to neglect of the contractor.

And is liable damages arising from non provision of lights fencing etc.

precautions, and to pay any proceedings any such proceedings compromising any claim by

Clause 22.— The contractor shall not without a written permit from the Engineer-in-charge

When such permit is given for the use of wood, grass, etc., by fire the contractor shall be liable to or otherwise damaging such property

The contractor shall not

Clause 23.— Compensation for labour whether in or beyond the spreading of fire mentioned in the decision of the Superintendent to pay the amount of the assessment from the contractor as damages in the manner prescribed in the rules and by sums that may be due or be otherwise.

The contractor shall be liable for any spread of fire and he shall be liable for the consequence.

Clause 24.— The employment of barracks should be avoided as far as possible.

Clause 25.— No work shall be executed in the absence of the Engineer-in-charge.

Clause 26.— The contractor shall be liable to the Engineer-in-charge. And if the contractor become insolvent or communicate with his creditors composition with his creditors rescind the contract. The contractor shall be liable to the Engineer-in-charge in the regular course of the work by notice in writing produce to the Engineer-in-charge. Also if any bribe, gratuity either directly or indirectly be given to any public officer or agent or employment or if any such person interested in the contract or in the work aforesaid the Engineer-in-charge may rescind the contract being rescinded the contractor shall be absolutely at the disposal of the Government and shall recover or be paid for any work done.

Clause 27.— All sums payable by the contractor under the conditions shall be considered as being paid without reference to the actual work sustained.

Clause 28.— In the case of any breach of the contract the contractor shall be forthwith notified by the Engineer-in-charge.

Clause 29.— All works shall be subject to the approval in writing of the Engineer-in-charge.



precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

**Clause 22.**— The contractor shall not set fire to any standing jungle, trees brush-wood or grass without a written permit from Executive Engineer

Measures for permission of fire

When such permit is given, and also in all cases, when destroying cut or dug up trees, brush wood, grass, etc., by fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor, shall make his own arrangements for drinking water for the labour employed by him.

**Clause 23.**— Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge subject to the decision of the Superintending Engineer, on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 12 or deducted by the Engineer-in-charge from any sum that may be due or become due from Government to the contractor under this contract or

Liability of contractor for any damage done in or outside work area

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

**Clause 24.**— The employment of female labourers on works in the neighbourhood of soldier's barracks should be avoided as possible.

Employment of female labour

**Clause 25.**— No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work on Fridays

**Clause 26.**— The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce then for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage precautionary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid the Engineer-in-charge may by notice in writing rescind the contract. If the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contract or shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing public officer or if Contractor becomes insolvent.

**Clause 27.**— All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

**Clause 28.**— In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

**Clause 29.**— All works to be executed under the contracts shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time

Work to be under direction of superintending Engineer

**CONTRACTOR**  
Removal of Bundhis

Clause 7-A. — In the case of silt clearance and other excavation works of channels after the measurement are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit the time taken by the contractor in removing "Bundhis" and profile edge shall not be counted towards the period stipulated for the completion of the contract work.

Clause 8. — No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in Clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments 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 requiring and bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims; nor shall it conclude, determine; or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final 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 9. The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the engineer-in-charge may make payment on account on such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Clause 10.—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 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, presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Clause 12.— If the specification or estimate of the work provides for the use of any specific description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required for time to time to be need by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in the case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of government and shall on no account be removed from the site of the work, as shall at times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfect good condition at the time of completion or determination the contract shall be refunded to the P.W.D.

store, if the Engineer-in-charge shall not be entitled to return and he shall have no claim aforesaid but remaining unused.

Clause 13. —The contractor shall be bound to execute substantial and work-man-like in accordance with specifications parties, the said specification fully and faithfully to the design by the Engineer-in-charge and access at such office or on the contractor shall, if he so requires of the specifications, and of a

Clause 14.—The Engineer to the original specifications necessary or advisable during out the work, in accordance with writing signed by the Engineer altered or additional work which subject to the limit laid down the same conditions in all respects as are specified in the tender extended in the proportion the certificate of the Engineer-in-charge additional work includes any class of work shall be paid for schedule of rates of the Division of rates of the Division, the contractor order to carry out the work in for such class of work, and if the work is not by him on detailed his order to carry out such as is advisable provided always that regard thereto before the rates in such case he shall only be entitled by him prior to the date of the contract as shall be fixed by the Engineer of the circle will be final and binding the matter for arbitration.

Clause 15.— If at any time shall for any reason whatsoever to be carried out at all or carried out who shall thereupon have no claim for profit or advantage which he may did not so derive in consequence shall he have any claim for cost original specifications, drawing work as originally contemplated before the receipt of the said materials at the rate determined requirements and are of approval.

Clause 16.— Under no compensation from Government in writing to the Engineer-in-charge.

Clause 17.— If at any time appear to the Engineer-in-charge executed with unsound, imperfect that any materials or articles provided

Payments on intermediate certificates to be regarded as advances

Payment at reduced rates on account of items of work not accepted as completed to be at the direction of the Engineer in charge

Bills to be submitted monthly

Bills to be on Printed form

Store supplied by Government

**CONTRACTOR**



account of water standing in borrow pits or compartments. The rate are inclusive for hard or cracked soil, excavation mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

**Clause 42.**— Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Entering upon or Commencing any portion of work

**Clause 43.**— (1) No contractor shall employ any person who is under the age of 12 years.

Minimum age of persons employed, the employment of donkeys or other animals

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

**Clause 44.**— As far as possible Pakistani Timbers shall be used and there for any reason this is not practicable, preference shall be given first to Buma and then to other Timbers.

Pakistan Timber to be used.

**Clause 45.**— If any materials, such as stones metal bajri, sand etc., are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government of this account.

Certificate for Concessory freight Charges from Railway.

**Clause 46.**— When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the earthing of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tenders rates are same.

**Clause 47.**— Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from Contractor as arrears Land Revenue.

**Clause 48.**— Certified that no member of Legislative Assembly is in partnership with me and that government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A.S. forbidden.

**Clause 49.**— I/We hold myself/ourselves responsible to pay the sales tax as lived in accordance with Pakistan General sales Tax Act, 1948, or any other law for the time being in force.

Payment of sales tax.

**Clause 50.**— Certified that no Government Servant has directly or indirectly a share or interest in the work.

Interest or share Government Servant in the work.

**Clause 51.**— Where than authority competent to accept a tender is any of the following authorities the contractor will not be entitled to withdraw or apply for the return of the earnest money before expiry of the period mentioned below against such authority commencing from the date of opening of the tender.

When the sanctioning authority for the tender is:—

Executing Engineer.

Thirty days

Superintending Engineer.

Sixty days

Chief Engineer.

Ninety days



CONTRACTOR

percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

$\frac{1}{4}$ th of the work in  $\frac{1}{4}$ th of the time.

$\frac{1}{2}$  of the work in  $\frac{1}{2}$  of the time.

$\frac{3}{4}$ th of the work in  $\frac{3}{4}$ th of the time.

and abide by the programme of detailed progress laid down by the Executive Engineer.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; provide always that the total the estimated cost of the work under the provisions of this clause shall not exceed 10 percent

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause. The Executive Engineer on behalf of the Governor of Sind shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government:—

(a) to rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be given) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and given it to another contractor to complete it, in which case: any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have 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. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover to board any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performances of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory the Executive Engineer shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation for any loss sustained by him owing to such action.

CONTRACTOR

Clause 5.—In an event of the clause 2 having been exercised, the contractor shall be liable to pay compensation in the event of the Executive Engineer so desiring, take possession of the site thereof for the execution of the work, to be certified by the Executive Engineer or his clerk of the works, for the plant, materials, or stores in the event of the contractor's account of the contractor's Engineer as to the expense of and such sale shall be final.

Clause 6.—If the contractor work on the ground of his hindrance, he shall apply in writing to the Executive Engineer in any case before the date in his opinion there are reasons as he thinks necessary or proper to be final.

Provided that where there is any act or omission on the part of the Executive Engineer, may at any time be time for completion of the work.

Where time has been extended for completion of the work, the aggregate of all such orders shall be final.

When time has extended and all clauses of the contract shall be final.

Clause 7.—One certificate by the Executive Engineer, but no such certificate of any Building in or upon which the work has been executed all scaffolding dirt from all woodwork, do not upon which the work has been executed, or of the work, nor until the work the measurements have been of the Engineer-in-charge, the contractor. If the contractor shall removal of scaffolding surplus date fixed for the completion of the contractor, remove such scaffolding as he thinks fit and clean of such amount of all expense so incurred surplus materials as aforesaid.

CONTRACTOR

in any way  
thereof, the  
matter is herein  
sion has been  
half by Chief  
ere the matter  
if any awarded

| Particulars. | Rate at which the materials<br>will be charged to the contractor. |  |  | Place of delivery. |
|--------------|---|--|--|--------------------|
|              |   |  |  |                    |

*Note:-* The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

**CONTRACTOR**  
(Signature of Contractor).

(Signature of) Executive Engineer  
Assistant Engineer

65 K K U 2.



**CONFIDENTIAL**

Dated the \_\_\_\_\_  
(Witness)  
(Address)  
(Occupation)

The above tender is hereby  
Accepted Six Million  
Executive Engineer, 2 Boys  
Division (or his duly authorised)

|   |           |
|---|-----------|
| E | Dated the |
|---|-----------|

*Clause 1.* — The persons w  
(A) within one day for a contract  
upto Rs., 2,000 and so on, upto  
by him of the notification of the  
or Government securities endor  
sum sufficient with the amount c  
full security deposit specified in  
payment to him for work done u  
deposited by him) amount to p  
Government by way of securit  
depositing a Lumpsum by way of  
if the sum so deposited shall not  
work, it shall be lawful for Gover  
done under the contract to make  
sum from every such payment as  
by the contractor to Government  
the sale of a sufficient part of his  
sums which is due or may becom  
security deposit, or from the inter  
due to the contractor under this  
reason of any such deduction or s  
good in cash or with Government  
been deducted from, or raised by  
referred to, when paid in cash, m  
securities provided that the depo

\*in figures as well as in words.

a) If several sub-work are included they should be detailed in a separate list.

c) The amount of earnest money to be deposited shall be in accordance with the provisions of para 515 and 516 of the P.W.D. Manual.

d) This deposit at all be in accordance with paras 515 and 521 A of the P.W.D. Manual.

e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirement, of the case, where security deposit is taken. See note of Clause 1 of condition of contracts.

ii) Give schedule where necessary showing dated by which the various items are to be completed.

Memorandum  
W/R Haligi M.P. Cheek Post  
EPR. MTTS and water tower  
9/0-9/4  
4.57 m  
Rs. 90,000  
27

37/..... Rs. 135000  
57/..... Rs. 225000

Months 6 months

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof forfeit and pay to Government the sums of money mentioned in the said conditions.

If the amount of the security above is not paid tender / contract taken against the contractor for

The security deposit lodged shall be refunded to him after it is completed.

*Note:*— A work should be considered complete by the contractor from the last date on which the work was done, if such check is necessary otherwise the work shall be considered complete from the date of the last payment.

\* Amount to be specified in words and Figures

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury of \_\_\_\_\_  
Sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_

\* Strike out (a) if no cash security deposit is to be taken.

is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely observed by the contractor and shall be forfeited to Government should not deposit the full amount of security deposit specified in the above is given to the contractor. The memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum proceeded with, with the due delivery of the work, the part of the contractor) and Rs. \_\_\_\_\_ shall be retained by Government on account of such security deposit as afore-

*Clause 2.* — The time allowed for the completion of the work shall be the time observed by the contractor and shall not be extended. The time is given to the contractor. The contractor shall proceed with, with the due diligence, and shall complete the work (on the part of the contractor) and shall

CONTRACT NO.

CONFIDENTIAL