

Subject: Bid Evaluation Report Provincial Highway Division Thar @Mithi

From: Vital Photostat Adil (vitalphotostat@yahoo.com)

To: tenders@pprasindh.gov.pk

Date: Sunday, November 11, 2012 5:39 PM

piz find the attachment...

with
the Best Regard

COMPARATIVE STATEMENT

N.I.T. Sr. No.

Date of Issue:- 5-11-2012
Date of Opening:- 5-11-2012

NAME OF WORK:- CONSTRUCTION OF ROAD FROM CHELHAR TO BHORILO MILE 9/3-9/5 & CONST. OF PROTECTION WALL ALONG WITH MILE 0/0-7/4 (IN PORTIONS)

S.No.	Name of Contractor/Company	Rate Quoted
1	M/S Kaybee Consts. Co.,	Part-A - 14.25% Below. Part-B @ 77% above. Part-B (ii) 42% above.
2	M/S Malnani Consts. Co.	Part-A - 14.45% Below. Part-B @ 76% above. Part-B (ii) 40% above.
3	M/S A.T. Consts. Co.,	Part-A - 14.10% Below. Part-B @ 78% above. Part-B (ii) 45% above.

The rates quoted by M/S. Malnani Consts. Co. Government Contractor Found lowest


Divisional Accounts Officer
Provincial Highway Division
Thar @ Mithi


Executive Engineer
Provincial Highway Division
Thar @ Mithi


Superintending Engineer
Provincial Highway Circle
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))

SR.NO.01

NAME OF WORK:- CONSTRUCTION OF ROAD FROM CHELHAR TO
BHORILO MILE 9/3-9/5 & CONST. OF PROTECTION
WALL ALONGWITH MILE 0/0-7/4 (IN PORTIONS).

ISSUE TO:-

M/s Mahaveer Const. Co.

TENDER FEE:-

3000/-

DR NO:-

46

DATED:-

5/11/2012.

CONTRACTOR

EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
THAR @ MITHI

SCHEDULE -A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK:-

Construction Of Road From Chelhar To Bhorilo
Mile 9/3-9/5 & Const. Of Protection Wall
Alongwith Mile 0/0-7/4 (In Portions).

Bill No.	Description	Total Amount (Rs)
1	Part-A Road Work	Rs. 5999460/-
2	Part-B Protection Wall B (i) B (ii)	Rs. 1575442/- 17157455/-
3	Part-C Culverts	Rs. —
4		—
Total Bid Prices (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).		Rs. 24732357/-

Singal
CONTRACTOR

[Signature]
Executive Engineer
[Stamp]
[Stamp]

SCHEDULE-B
CONSTRUCTION OF ROAD FROM CHELHAR TO BHORILO
MILE 9/3-9/5 (0.25 Km)
PART-A (ROAD WORK)

ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT.
CUT				
Work excavation in ashes, sand soft soil or silt clearance including all lifts and roads.	245,785 Cft	Rs. 1663.75	%0Cft	Rs. 408,925
EARTH WORK AS PER MODIFIED AASHO DENSITY.				
Earth work for road embankment by bulldozers, including plugging, mixing, clod breaking, compacting with optimum moisture context. Lead up to 100 ft and lift up to 5.0 ft in all types of soil except rock (If earth work is done by other departmental agency) as per modified AASHO specifications. 95-100% Density.				
(a) 95-100% Density.	59822	Rs. 10253.72	%0Cft	Rs. 613,402
(b) 85% Density	23708	Rs. 7723.95	%0Cft	Rs. 183,120
SUB-BASE COURSE.				
Preparing sub-base course by supplying and spreading stone metal of 1-1/2-2" gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, including hand packing, filling voids with 20 mesh sand and non plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T&P and carriage upto 3 chains).				
	12236	Rs. 12342.64	%Cft	Rs. 1,510,245
BRICK EDGING.				
Laying brick on end edging including supplying 9x4-1/2x3" first class bricks and mortar for having edging with small size parallel to the road. (Rate i/c all cost of materials T&P labours and carriage upto 3 chains).				
	2719	Rs. 3250.95	%Rft	Rs. 88,393
BASE COURSE.				
Laying base course by supplying and spreading stone metal of 1-1/2 gauge of approved quality from approved quarry in required thickness (3" in 2 layers) to proper camber and grade, including handpacking filling voids with 15 mesh screening and non plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate includes all cost of materials T&P and carriage upto 3 chains).				
	12236	Rs. 14111.13	%Cft	Rs. 1,726,637

ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT.
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TWO COAT).

Providing surface dressing 2 coat coats on new or existing surface with 39 Lbs of Bitumen 80/100 penetration and 4.25 cft crush bajri of 3/4"-3/8" gauge including cleaning the road surface rolling after each coat etc complete. Rate includes all cost of materials, labour T&P and carriage to the site of work(3 chains).

24473

Rs. 2197.87 %Sft Rs. 537,884

1 1/2" Thick Premixed Carpet (Paver Machine).

1 1/2" Thick premixed carpet in proper camber and grade i/c supplying of 15 Cft crush bajri and 5 cft hill sand of approved quality and gauge and bitumen 93lbs of 80/100 penetration i/c mixing in mechanical mixer in required proportion i/c spreading the material and cleaning the road surface Rate i/c all cost of material T&P labour and carriage upto site of work.

24473 SR

Rs. 7719.28 %OSft Rs. 1,889,139

TOTAL Rs. 6,957,744

14.45% Below Add Premium Rs. 100,5394/-

Add: Diff: cost of Bitumen Rs. 47110/-

G-Total Rs. 59,99,460/-


All leads, lifts, carriage of what so ever nature, water charges etc are included in the rates. No separate payment on any account shall be made nor any claim will be lodged by the contractor in this regard.

No premium will be paid on different cost of bitumen.

Carpet should be laid with paver machine.

Quantity and rates are provisional. The same will be corrected accordance to the technical sanction accorded by the competent authority.


CONTRACTOR


EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION
THAR @ MITLU

SCHEDULE-B

CONSTRUCTION OF ROAD FROM CHELHAR TO BHORILO MILE 9/3-9/5

PART-B (i) PROTECTION WALL

Item of Work	Qty:	Rate Unit	Amount
Excavation on foundation of building, bridges and other structure including dag belling dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet in	1000 Cft	2722.5 % 0 Cft Rs.	2723
Cement concrete brick or stone ballast 1.5" to 2" guage ratio 4:8.	250 Cft	9416.28 % Cft Rs.	23541
Cement concrete plain including placing compacting finishing and curing complete including screening and washing and stone aggregate without shuttering ratio 1:2:4.	450 Cft	14429.25 % Sft Rs.	64932
Erection of removal of centering (Vertical) line class	300 Cft	3127.41 P.Cwt Rs.	9382

Total:- Rs. 100577
 Add. 76% Premium Rs. 76439/

G.Total Rs. 177016/- 100

890 Rff d. 1770/16 P. Rff. 1575442/2
 1770/16

NOTE

All leads, lifts, carriage of what so ever nature, water charges etc are included in the rates. No separate payment on any account shall be made nor any claim will be lodged by the contractor in this regard.
 All rates are provisional. The same will be corrected accordance to the technical section accorded by the competent authority.


 CONTRACTOR


 EXECUTIVE ENGINEER
 PROVINCIAL HIGHWAY DIVISION
 CHELHAR @ MITHI

SCHEDULE-B
CONSTRUCTION OF ROAD FROM CHELHAR TO BHORILO
MILE 0/0-7/4 (4.00 KM)

PART-B (ii) PROTECTION WALL

Item of Work	Qty:	Rate Unit	Amount
Excavation on foundation of building, bridges and other structure including dag belling dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet in	1000 Cft	2722.5 % 0 Cft Rs.	2723
Cement concrete brick or stone ballast 1.5" to 2" guage ratio	250 Cft	9416.28 % Cft Rs.	23541
Cement concrete plain including piacing compacting finishing and curing complete including screening and washing and stone aggregate without shuttering ratio 1:2:4.	450 Cft	14429.25 % Sft Rs.	64932
Erection of removal of centering (Vertical) line class	300 Cft	3127.41 P.Cwt Rs.	9382

Total:- Rs. 100577

Add. 410% above Premium Rs. 40231/


G.Total Rs. 140808/ = 100


12185 P/A - 4-2 1408/08 P. Afft $\frac{17157455}{=}$ $\frac{1408}{08}$

NOTE

All leads, lifts, carriage of what so ever nature, water charges etc are included in the rates. No separate payment on any account shall be made nor any claim will be lodged by the contractor in this regard.

and rates are provisional. The same will be corrected accordance to the technical section accorded by the competent authority.


 CONTRACTOR


 EXECUTIVE ENGINEER
 PROVINCIAL HIGHWAY DIVISION
 THAR @ MITHI


Bid Evaluation Report

- 1 Name of Procuring Agency: Executive Engineer, Provincial Highway Division Thar @ Mithi
- 2 Tender Reference No: Provl: Highway Division Thar @ Mithi No.TC/G-55/885 dated 02-10-2012
- 3 Tender Description / Name of work / item: CONSTRUCTION OF ROAD FROM CHELHAR TO BHORILO MILE 9/3-9/5 & CONST. OF P/WALL ALONGWITH MILE 0/0-7/4 (IN PORTIONS).
- 4 Method of Procurement: Single Stage - one envelope procedure
- 5 Tender Published: Daily Sobh dated: 09.10.2012,
(INF/KRY/No. 3795/2012 SPPRA ID No.9645/2012 C.14031)
Print & Electronic Media (SPPRA ID No. & Newspapers names with dates)
- 6 Total Bid documents Sold: 3 Nos.
- 7 Total Bid Received: 3 Nos.
- 8 Technical Bid Opening date: (if applicable) N.A (Provide details in separate form)
- 9 No. of Bid technically qualified (if applicable) N.A
- 10 Bid(s) Rejected: Nil
- 11 Financial Bid Opening date: 05.11.2012


12 Bid Evaluation Report:

Estimated Cost 24993717

S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated cost	Reasons for acceptance / Rejection	Remarks
1	2	3	4	5	6	7
1	M/s Malani Const. Co.	24732357	1st Lowest	261360 Saving	Lowest	
2	M/s Kaybee Const. Co.	25000257	2nd Lowest	6540 Excess	Highest	
3	M/s. A.J Const. Co	25387390	3rd Lowest	393673 Excess	Highest	


Divisional Accounts Officer
Provincial Highway Division
Thar @ Mithi


Executive Engineer
Provincial Highway Division
Thar @ Mithi


Superintending Engineer
Provincial Highway Circle
Mirpurkhas



**OFFICE OF THE EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION THAR @ MITHI.**

No. TC/G-55/ 1230
Provincial Highway Division,
Thar @ Mithi, dated:- 20/11/2012.

To,

M/S. Malani Construction Co,
Government Contractor,
Mithi.

SUBJECT:- CONSTRUCTION OF ROAD FROM CHELHAR TO BHORILO MILE 9/3-9/5 AND CONST. OF PROTECTION WALL ALONG MILE 0/0-7/4 (IN PORTIONS).

Reference:- (i) Chief Engineer Highway Sindh Hyderabad Letter No. H(7)/Thar @ Mithi-C(i)/251, dated 12-11-2012.
(ii) Superintending Engineer Provincial Highway Circle Mirpurkhas AH/G-14H/2615, Dated: 13-11-2012.
(iii) Your B-1 Tender Dated:-05-11-2012.

The lowest rates quoted by you for the captioned work as mentioned against each have been approved by the Chief Engineer Highways Sindh Hyderabad under his office letter No. H(7)/Thar @ Mithi-C(i)/251, dated 12-11-2012.

PART 'A' (Road Work)

Rate 14.45% Below (Fourteen point Four Five percent Below) Except Difference Cost of Bitumen.
Amounting Rs. 59,99,460/-

PART 'B' (i) (PROTECTION WALL (9/3-9/5) (890 RFT)

Rate 76.0% Above (Seventy Six point zero percent Above).
Amounting Rs. 15,75,442/-

PART 'B' (ii) (PROTECTION WALL (0/0-7/4) (12185 RFT)

Rate 40.0% Above (Forty point zero percent Above).
Amounting Rs. 1,71,57,455/-

GRAND TOTAL:-RS.24,72,2357 (MILLION) (Rupees Twenty Four Million Seven Hundred Thirty Two Thousand Three Hundred & Fifty Seven) Only.

1. You are accordingly informed to please start the aforesaid work within 7 days from the date of issue of this work order under the supervision of the Assistant Engineer, Provincial Highway Sub-Division, Thar-I and note that the work is to be completed within a period of 12 months (Twelve months).

2. You are also requested to please execute the whole and every part of the work exactly, fully and faithfully in accordance with the specification, design, drawings and instructions in writing relating to the work duly signed by the undersigned. You are entitled to have access to the same for the purpose of inspection during office hours. If required to make or cause to be made copies of the same specifications and all such designed, Drawings and instruction as aforesaid, you can do so at your own expenses.

3. This approval and acceptance is subject to the following conditions:-

- A programme of work may be chalked out in concurrence with the Assistant Engineer and acted upon strictly.
 - No. expenditure to be incurred beyond the original Administrative Approval and funds.
 - No premium shall be allowed on non-schedule item.
 - No separate payment for carriage of materials shall be made, Premium quoted by you covers the cost of carriage of materials involved.
 - All material required for construction shall be procured and brought at site by you at your own cost from approved sources / quarries.
 - No payment of extra item shall be made unless written order is given to you by the undersigned for execution of such extra items and approved by the competent authority.
 - Income tax shall be deducted from the bill on the value of work done and paid for as per latest orders of competent authority in this regard.
 - You shall arrange bitumen from National Refinery only and payment on account of bitumen items / work done shall be made on production of such certificate by the you from the National Refinery.
 - Work will be carried out strictly as per P.W.D specifications.
 - All requisite codal formalities will be observed before start of work.
 - Water charges and all leads and lifts of material are included in the item of work.
 - Expenditure should be restricted to the availability of funds.
 - The carpet work must be carried out through paver machine.
 - No escalation whatever will be allowed if the work is continued in next years for want of requisite funds.
 - Scheme must be completed within Administrative Approval.
 - Land should be acquired legally before execution the work.
 - Photo state copy duly attested by the undersigned in respect of schedule "B" Part-A,B&C relating to the above-subjected works is also enclosed herewith for your information and guidance.
 - You should give in writing the name of your authorized agent who would receive instructions at site of work during the course of its execution and also attend this office for signing the agreement, bills.
 - You should bind your self with the clauses of B-1 agreement from the date of issuance of this order till the agreement is signed by you or by authorized representative.
- This is for your information.

Enclosed attested copies of Schedule "B" Part A, B & C.

Executive Engineer
Provincial Highway Division
Thar @ Mithi.

1. Copy F.W.Cs to the Chief Engineer, Highway Sindh Hyderabad for information with reference to his office letter No. cited above.
2. Copy F.W.Cs to the Superintending Engineer, Provincial Highway Circle Mirpurkhas for information with reference to his office letter No. cited above.
3. Copy F.W.Cs to the Assistant Engineer, Provincial Highway Sub-Division Thar-I for information. The copy of schedule 'B' Part-A,B&C is enclosed herewith for his record and carrying out the work accordingly. The work should strictly be carried out as per P.W.D specification. The start date of work should also be reported to this office for record.

*Received
Sindh
Mithi*

Executive Engineer
Provincial Highway Division
Thar @ Mithi.

G.O. W.P.D., Nos. 728 of 4-3-31, 56-1 of 6-1-36, 1619- W of 11-9-37, G.C.M.P. and 21, Deptt. No. 343-5/37 of 9-11-37 (P.W.D.) Nos. 8-173, 2-W of 22-2-39 12-10-41 and 3-5-44, 654-W of 22-2-39 12-10-41 and 2-3-44, 65-W 1038/11-1 of 28-3-49, 5617-W of 12-12-50

FORM B-I
PUBLIC WORKS DEPARTMENT

CIRCLE
DIVISION

Agency - 7/6. Hakroori Canal R








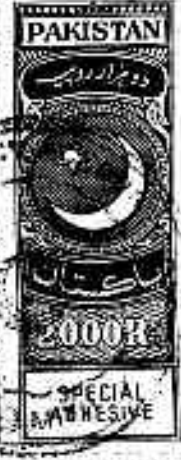


















Nam gior. Corab y chellorata

Bested for 9/3-9/5 P.T. work for works T.S. Rs 25.00 (01)

1/12 90 - 7/6. Hakroori Canal R

Rs. 50,000

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 details of the works to be tendered will be enclosed

[Signature]
CONTRACTOR

[Signature]
[Signature]

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

Receipt No. 0738749 dated 25/10/49 from Government Treasury of *HCA*

Sub-Treasury at *2* in respect of the sum of Rs. *40000/-* is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause I (A) of the said conditions, otherwise the said sum of Rs. *40000/-* shall be retained by Government on account of such security deposit as aforesaid or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause I (U) of the conditions.

Dated the _____ day of _____ 198

(Witness) *11*

(Address)

(Occupation)

The above tender is hereby accepted by me on behalf of the Government of *Sind* *Sind* *24/3/2257* *Executive Engineer*

Dated the _____ day of _____ 198 *Division (or Executive Assistant)*

Conditions of Contract

Clause I.—The person whose tender may be accepted (hereinafter called 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 (or 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 deduction 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 far as 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 being reduced by reason of any such deduction or sale as 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 cost of the depositor, be converted into interest-bearing securities provided that the depositor has

[Signature]
CONTRACTOR

[Signature]
1988
1988

... give it to another contractor to whom 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 of 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 be paid 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.

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.

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

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 not withstanding 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 the 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 responsible for action not taken under clause 3 and 4.

Power to take possession of or require removal of tools, plant, materials, or stores.

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.

Self-extension.

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.

1. (1) G/65-2

Singh
CONTRACTOR

[Signature]
That at Delhi

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, 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 work in the presence of the contractor or his authorised agent, whose counter-signature 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.

Bill to be submitted monthly.

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.

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the stores 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 from time to time to be used 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 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 that 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, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. 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.

Stores supplied by Government.


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 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, drawings, and instructions in writing relating 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 designs, drawings, and instructions as aforesaid.

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

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 down in 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

Alteration in Specifications and designs not to invalidate Contract.


CONTRACTOR


Executive Engineer
P.W.D. [unclear]
[unclear]

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 been given to the contractor, either himself be present to receive orders, instructions, or 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 in effect as if they had been given to the contractor himself.

Works to be open to inspection.

Contractor is responsible agent to be present.

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 the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not 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 or placed beyond the reach of measurement without such notice having been given to consent obtained, 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.

Notice to be given before work is covered up.

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 grass land or cultivated ground contiguous to 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 whatever 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 his 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 from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted form, and whether included in the specification, or other documents, forming part of the contract of reference to in these 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 to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or the materials. 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 from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit 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.

Contractor to supply plant, ladders, scaffolding, etc.

And is liable for damages resulting from non-provision of light fencing etc.

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

Measures for prevention of fire.

(iii) G/69—3

Signature
CONTRACTOR

Signature
SUPERVISOR

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 hereinbefore 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.

Decision of Superintending Engineer to be final.

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 therefor 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 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.

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

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 limit of work involved or the part or 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.

Entirement in estimate.

Clause 33.—In the case of any class of work for which there is no such specification as is 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.

Action where no specification.

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 mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Definition of work.

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

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

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

Refund of quarry fees and royalties.

Clause 37.—The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VII of 1923), (hereinafter called the said Act), for injuries caused to the workmen. If such compensation is paid by Government as 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. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Compensation under the Workmen's Compensation Act.

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

Claim for quantities entered in the tender or estimate.

[Signature]
CONTRACTOR

[Signature]
SUPERINTENDING ENGINEER

...where the 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:-

- Executive Engineer Thirty days
- Superintending Engineer Sixty days
- Chief Engineer Ninety days
- Government One hundred & eighty days


Clause 52.--"If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of their party, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such 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.1075 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.

Contractor 
CONTRACTOR


Executive Engineer
Irrigation
P.W.D. Division

Executive Engineer
Division

SCHEDULE (D)
MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT

Item No.	Quantities estimated but may be more or less	Item of work	Tenders Rates		Unit	Total amount according to estimated quantities
			In figures			
			Rs	Paise		

As per
Estimate
of
...

Note-1—All work shall be carried out as per Public works Departments Head-book and other specifications of the Division or as directed.

Note-2 All the columns in the Schedule should be filled in ink and the total of the entries in the last column should be struck by the contractor under his Signature.

Note-3 Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good work under all conditions, Site isolation, Weather, etc.

Signature of
ESTIMATOR

Signature
ESTIMATOR

SCHEDULE (A)
SCHEDULE SHOWING (APPROXIMATELY) THE MATERIAL TO BE SUPPLIED FROM THE PUBLIC WORKS STORES FOR WORKS CONTRACTED TO BE EXECUTED AND THE RATES AT WHICH THEY ARE TO BE CHARGED FOR.

Particulars.	Rate at which the materials will be charged to the contractor.			Place of delivery.
	Units	Rs.	Paise.	
<i>Blank</i>				

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.

[Signature]
 (Signature of Contractor),
 CONTRACTOR

[Signature]
 (Signature of Executive Engineer)

Employment of female labour.

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

Claim for Compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on 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.

Entering upon or commencing any portion of work.

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.

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

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

(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 (Naur).

(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 his responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

Pakistan Timbers used.

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 Burma and then to other British Timbers.

Certificate for Concessional rates to be granted from Railway.

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 or semi Government works thereby enabling them to have the benefit of concessional 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 on this account.

Procedure of acceptance of tenders when tenders enter one same.

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.

Recovery of decisions Contractor, by arrears Land Revenue.

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

Partnership of A.L.A.S. Imbided.

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.

Payment of sales tax.

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

Interest of Government Servant in the work.

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

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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.

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

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 or such other officer as he may appoint and the estimates of 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 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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.

Employment of female labour.

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

Work on Fridays.

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

Work not to be sublet.

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 commence 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 them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary 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 office 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 be notice in writing rescind the contract. In 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.

Contract may be rescinded and security deposit forfeited for subletting it without approval or for selling public Office 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.

Change 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 line 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.

Work to be under direction of Superintending Engineer.

[Signature]
CONTRACTOR

[Signature]
ENGINEER

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, then 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 allow him that rate, but if the Engineer-in-charge does not agree to this rate 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 in accordance with the procedure laid down in clause-52.

Clause 15.—If at any time after the execution of the contract upon which 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 by the contractor, 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 inferior 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 remove 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 of 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 rectify or remove, and re-executed the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above 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.

166. Make to any part of compensation for alteration in the conditions of work.

This limit for unless new claims.

Action and compensation payable in case of bad work.

Signature
CONTRACTOR

Signature

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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.

The certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but 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 clearing 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 clear of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, but shall no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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 line taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payments on Inter-mediate certificates to be regarded as advances.

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 therefor, 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 any 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 contract or any part thereof in any respect or the securing 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 of 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.

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

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 cases 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 bill.

Singh

[Signature]

Compensation for
and.

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.

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 all 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 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:

1/3th of the work in 1/3th of the time.

1/2 of the work in 1/2 of the time.

2/3th of the work in 2/3th 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; provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent the estimated cost of the work as shown in the tender.

Action when whole
of security deposit
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 Government 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.

Singh
CONTRACTOR

[Signature]

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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. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer, before the tender form is issued. If a form issued to an intending tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in the contract. The contractor may, however, seek any clarification not intended to alter substance of the rate quoted by the contractor.

11. Where the authority competent to accept a tender is any of the following authorities, the tender shall from the date of opening tenders be valid for the period mentioned below against such authority:

Executive Engineer	...	Thirty days
Superintending Engineer	...	Sixty days
Chief Engineer	...	Ninety days
Government	...	One hundred and eighty days

Tender for Work

(to be filled as well as in work.)

I/We hereby tender for the execution, for the Government of Sind, (hereinafter and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions given in writing in pursuance of the tender and in clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

- (a) General description: 6000 yds for chattri at Bostan N.H. 9/3-9/5
- (b) Estimated cost: Rs. 20.000
- (c) Earnest money: Rs. 0.400
- (d) Security deposit—(including earnest money): Rs. 0.600
- (e) Percentage, if any, to be deducted from bills (Rupees) per cent: 2% / Rs. 1.800
- (f) Time allowed for the work from date of written order to commence: (3) Months

(a) If several sub-works 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 513 and 516 of the P.W.D. Manual.

(d) This deposit shall be in accordance with para 513 and 521 A of the P.W.D. Manual.

(e) This percentage when an earnest deposit is taken, shall vary from 3 percent to 10 percent according to the requirements of the case, where security deposit is taken. See para b (Clause I of condition of contract).

(f) Give schedule where necessary showing dates by which the various items are to be completed.

[Signature]
CONTRACTOR

[Signature] (3) Months

[Signature]

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- WORKS & SERVICES DEPARTMENT
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
 - 2) PROVINCIAL / LOCAL GOVT./ OTHER PROVINCIAL
 - 3) TITLE OF CONTRACT CONST OF RD. CHELHAR TO BHORILO MILE 9/3-9/5
 - 4) TENDER NUMBER No.TC/G-55/985 dated 02-10-2012
 - 5) BRIEF DESCRIPTION OF CONTRACT Construction of PWall.
 - 6) FORUM THAT APPROVED THE SCHEME Executive Engineer
 - 7) TENDER ESTIMATED VALUE 20.00 (M)
 - 8) ENGINEER'S ESTIMATE 25.00 (M)
(For civil works only)
 - 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 03 Months
 - 10) TENDER OPENED ON (DATE & TIME) 05-11-2012
 - 11) NUMBER OF TENDER DOCUMENTS SOLD 3 Nos.
(Attach list of buyers)
 - 12) NUMBER OF BIDS RECEIVED _____
 - 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3 Nos.
 - 14) BID EVALUATION REPORT _____
(Enclose a copy)
 - 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Malani Construction Co.
 - 16) CONTRACT AWARD PRICE 24.732357 (M)
 - 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s Malani Construction Co.
2. M/s Kaybee Construction & Co.
3. M/s A.J. Construction Co.

- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- | | | |
|---|-----------------|---|
| a) SINGLE STAGE – ONE ENVELOPE PROCEDURE | <u>Domestic</u> | <input checked="" type="checkbox"/> Domestic/ Local |
| b) SINGLE STAGE – TWO ENVELOPE PROCEDURE | _____ | <input type="checkbox"/> |
| c) TWO STAGE BIDDING PROCEDURE | _____ | <input type="checkbox"/> |
| d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE | _____ | <input type="checkbox"/> |

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

Chief Engineer

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

Yes No

21) ADVERTISEMENT :

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

Yes	(INF/KRY/No.3795/2012 SPPRA ID No.9845/2012)
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Daily Soch dated 09-10-2012 The News dated 10-10-2012
No	

22) NATURE OF CONTRACT

Domestic Local Int.

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes No

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

Yes No

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

Yes No

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes No

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

Yes No

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes No

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

Yes No

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

(Attach copy of the bid evaluation report)

Yes No

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

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details and reasons)

Yes	
No	No

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

Yes	<input type="checkbox"/>	No	<input checked="" 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 COMMITMENT, IF A ROAD:
(If yes, enclose a copy)

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


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

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer


Executive Engineer
Provincial Highway Division
Karachi

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

N.I.T. Sr. No.

COMPARATIVE STATEMENT

Date of Issue:- 5-11-2012
Date of Opening: 5-11-2012

NAME OF WORK:- CONSTRUCTION OF PROTECTION WALL ALONG CONST. OF DIPLO SAJAI GURRAH, TAH TO NAUKOT ROAD MILE 12/4-18/6 (IN PORTIONS)

S.No.	Name of Contractor/Company	Rate Quoted
1	M/S Niaz Mohammad Khan & Bros. Co.	Per sq. ft. - A. 27.50% above. <u>Lowest.</u>
2	M/S Waseem Jam & Co.	Per sq. ft. - A. 29% above.
3	M/S Bhatia Builders.	Per sq. ft. - A. 30% above.

The rates quoted by M/S. Niaz Mohammad Khan & Bros. Co. Government Contractor Found lowest


Divisional Accounts Officer
Provincial Highway Division
Thar @ Mithi


Executive Engineer
Provincial Highway Division
Thar @ Mithi


Superintending Engineer
Provincial Highway Circle
Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M))

SR.NO.02

NAME OF WORK:-

CONSTRUCTION OF PROTECTION WALL ALONG
CONST. OF DIPLO SAJAI GURRHABAH TO NAUKOT
ROAD MILE 12/4-18/6 (IN PORTIONS).

ISSUE TO:-

M/s Niaz Mohammad Khan & Co.

TENDER FEE:-

3000/-

DR NO:-

49

DATED:-

5/11/12

CONTRACTOR

EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
THAR @ MITHI

SCHEDULE -A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK:-

Construction of Protection Wall Along Const. Of
Diplo Sajai Gurrabah To Naukot Road Mile 12/4-18/6
(In Portions).

Bill No.	Description	Total Amount (Rs)
1	Part-A Protection Wall	Rs. 24710692 1/2
2	Part-B	Rs. —
3	Part-C	Rs. —
Total Bid Prices (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).		Rs. 24710692 1/2

Jehan Zaid
CONTRACTOR

[Signature]
Executive Engineer
District Engineer
District of Michi

SCHEDULE-B

Const: of road from Diplo Sajai Gurah Bah To Naukot road

MILE 12/4-18/6

PART-A (PROTECTION)

Item of Work	Qty:	Rate Unit	Amount
Excavation on foundation of building , bridges and other structure including dag belling dressing refilling around structure with excavated earth watering and ramming lead	1000 Cft	2722.50 % 0 Cft	Rs. 2723
Cement concrete brick or stone ballast 1.5" to 2" guage to 1:4:8.	250 Cft	9416.28 % Cft	Rs. 23540
Cement concrete plain including placing compacting finishing and curing complete including screening and washing and stone aggregate without shuttering ratio 1:2:4.	450 Cft	14429.25 % sft	Rs. 64931
Erection of removal of centering (Vertical) line class	300 sft	3127.41 P.sft	Rs. 9382

27.50' / A bon Total:- Rs. 100576
 Add Premium Rs. 27658 /
 G.Total Rs. 128234 / 100
 19270 x 1282.34 Rs = 24710692 / =

NOTE

Lifts, carriage of what so ever nature, water charges etc are included in the rates. No separate payment on any account shall be made nor any claim will be lodged by the contractor in this regard.
 Quantity and rates are provisional. The same will be corrected accordance to the technical section accorded by the competent authority.

Khanhul
 CONTRACTOR

[Signature]
 EXECUTIVE ENGINEER
 PROVINCIAL HIGHWAY DIVISION
 THAR @ MITHI

Bid Evaluation Report


- 1 Name of Procuring Agency: Executive Engineer, Provincial Highway Division Thar @ Mithi
- 2 Tender Reference No: Prov: Highway Division Thar @ Mithi No.TC/G-55/885 dated 02-10-2012
- 3 Tender Description / Name of work / item: CONSTRUCTION OF PROTECTION WALL ALONG CONST. OF DIPLO SAJAI GURRRABAH TO NAUKOT ROAD MILE 12/4-18/6 (IN PORTIONS).
- 4 Method of Procurement: Single Stage - one envelope procedure
- 5 Tender Published: Daily Sobh dated: 09.10.2012,
(INF/KRY/No. 3795/2012 SPPRA ID No.9645/2012 (1Y031)
Print & Electronic Media (SPPRA ID No. & Newspapers names with dates)
- 6 Total Bid Documents Sold: 3 Nos.
- 7 Total Bid Received: 3 Nos.
- 8 Technical Bid Opening date: (if applicable) N.A (Provide details in separate form)
- 9 No. of Bid technically qualified (if applicable) N.A
- 10 Bid(s) Rejected: Nil
- 11 Financial Bid Opening date: 05.11.2012

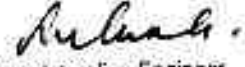
12 Bid Evaluation Report:

Estimated Cost Rs. 24920542

S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated cost	Reasons for acceptance / Rejection	Remarks
1	2	3	4	5	6	7
1	M/s Niaz Muhammad Khan & Brothers	24710692	1st Lowest	209850 Saving	Lowest	
2	M/s. Umer Jan & Co.	25001476	2nd Lowest	80934 Excess	Highest	
3	M/s. Bhattai Builders	25195332	3rd Lowest	274790 Excess	Highest	


Divisional Accounts Officer
Provincial Highway Division
Thar @ Mithi


Executive Engineer
Provincial Highway Division
Thar @ Mithi


Superintending Engineer
Provincial Highway Circle
Mirpurkhas



**OFFICE OF THE EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION THAR @ MITHI.**

No: TC/G-55/ 1033
Provincial Highway Division,
Thar @ Mithi, dated: 20/11/2012.

To,

M/S. Niaz Muhammad Khan & Brothers,
Government Contractor,
Hyderabad.

SUBJECT: - CONSTRUCTION OF PROTECTION WALL ALONG CONSTRUCTION OF DIPLO SAJAI GURRAHBAH TO NAUKOT ROAD MILE 12/4-18/6 (IN PORTION).

Reference: -

- (i) Chief Engineer Highway Sindh Hyderabad Letter No. H(7)/Thar @ Mithi-C(i)/248, dated 12-11-2012.
(ii) Superintending Engineer Provincial Highway Circle Mirpurkhas AB/G-148/2620, Dated: 13-11-2012.
(iii) Your B-1 Tender Dated: 05-11-2012.

The lowest rates quoted by you for the captioned work as mentioned against each have been approved by the Chief Engineer, Highways Sindh Hyderabad under his office letter No. H(7)/Thar @ Mithi-C(i)/248, dated 12-11-2012.

PART 'A' (PROTECTION WALL 19270 RFT).

Rate 27.50% Above (Twenty Seven point zero percent Above).
Amounting Rs 2,47,10,692/-

GRAND TOTAL: -RS.24,71,06,92 (MILLION) (Rupees Twenty Four Million Seven Hundred Ten Thousand Six Hundred & Ninety Two) Only.

1. You are accordingly informed to please start the aforesaid work within 7 days from the date of issue of this work order under the supervision of the Assistant Engineer, Provincial Highway Sub-Division, Thar-I and note that the work is to be completed within a period of 12 months (Twelve months).
 2. You are also requested to please execute the whole and every part of the work exactly, fully and faithfully in accordance with the specification, design, drawings and instructions in writing relating to the work duly signed by the undersigned. You are entitled to have access to the same for the purpose of inspection during office hours. If required to make or cause to be made copies of the same specifications and all such designed, Drawings and instruction as aforesaid, you can do so at your own expenses.
 3. This approval and acceptance is subject to the following conditions:-
 - A programme of work may be chalked out in concurrence with the Assistant Engineer and acted upon strictly.
 - No. expenditure to be incurred beyond the original Administrative Approval and funds.
 - No premium shall be allowed on non-schedule item.
 - No separate payment for carriage of materials shall be made, Premium quoted by you covers the cost of carriage of materials involved.
 - All material required for construction shall be procured and brought at site by you at your own cost from approved sources / quarries.
 - No payment of extra item shall be made unless written order is given to you by the undersigned for execution of such extra items and approved by the competent authority.
 - Income tax shall be deducted from the bill on the value of work done and paid for as per latest orders of competent authority in this regard.
 - Work will be carried out strictly as per P.W.D specifications.
 - All requisite codal formalities will be observed before start of work.
 - Water charges and all leads and lifts of material are included in the item of work.
 - Expenditure should be restricted to the availability of funds.
 - No escalation whatever will be allowed if the work is continued in next years for want of requisite funds.
 - Scheme must be completed within Administrative Approval.
 - Land should be acquired legally before execution the work.
 - Photo state copy duly attested by the undersigned in respect of schedule "B" Part-A relating to the above-subjected works is also enclosed herewith for your information and guidance.
 - You should give in writing the name of your authorized agent who would receive instructions at site of work during the course of its execution and also attend this office for signing the agreement, bills.
 - You should bind your self with the clauses of B-1 agreement from the date of issuance of this order till the agreement is signed by you or by authorized representative.
- This is for your information.

Enclosed attested copies of Schedule "B" Part A.

Executive Engineer
Provincial Highway Division
Thar @ Mithi.

1. Copy F.W.Cs to the Chief Engineer, Highway Sindh Hyderabad for information with reference to his office letter No. cited above.
2. Copy F.W.Cs to the Superintending Engineer, Provincial Highway Circle Mirpurkhas for information with reference to his office letter No. cited above.
3. Copy F.W.Cs to the Assistant Engineer, Provincial Highway Sub-Division Thar-I for information. The copy of schedule 'B' Part-A, is enclosed herewith for his record and carrying out the work accordingly. The work should strictly be carried out as per P.W.D specification. The start date of work should also be reported to this office for record.

Executive Engineer
Provincial Highway Division
Thar @ Mithi.

of 2-1-39 12-10-41 and 2-3-44, 654-W of
22-2-39 12-10-41 and 2-3-44, 654-W of
1038/11-1 of 22-3-49, 5617-W1 of 12-12-30

CIRCLE
DIVISION

Apply 1/2 size of drawings to be used
See job card of location and stage
Dr. S. J. Gumbel, Dike 12/4-18/66 in Paris for works T.S.

24-920 (7)
49850/

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.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, cartage dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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 authorized 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.

L (11) 1769-1

Signature

CONTRACTOR

Signature

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

Receipt No. 2673933 dated 15/10/72 from Government Treasury in UP - Allah

Sub-Treasury at 2/ in respect of the sum of Rs. 50000/- is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 50000/- shall be retained by Government on account of such security deposit as aforesaid or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions.

Dated the _____ day of _____ 198

(Witness) 11
(Address)
(Occupation)

(Signature of contractor for before endorsement of tender. Signature of witness to contractor's signature.)

The above tender is hereby accepted by me on behalf of the Government of U.P. 2673933 15/10/72
Sd/- [Signature] Executive Engineer,
Division (or Executive Engineer)
Provincial Highway Board

Dated the _____ day of _____ 198

Conditions of Contract

Clause 1.—The person whose tender may be accepted (hereinafter called the Person 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, 2 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 3 per cent by deducting a sufficient sum from every such payment as has 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 being reduced by reason of any such deduction or sale as 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 cost of the depositor, be converted into interest-bearing securities provided that the depositor has

Security deposit.

[Signature]

[Signature]

... 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 of 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 prepared 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 be paid 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.

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.

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

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 not withstanding 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 the 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 of any expense of and such sale shall be final and conclusive against the contractor.

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

Power to take possession of or require removal of or sale contractor's 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.

Self-reliance.

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.

1. (A) G/63-2

John Paul

[Signature]
SECRETARY TO GOVERNMENT
P. W. DEPARTMENT
MADRAS

...work as frequently as the 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, 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 counter-signature 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

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 special 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 therefor 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 from time to time to be used 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 security deposit or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that 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, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the P.W.D. 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 matters in strict accordance with the specifications, lodged in the office of the Executive Engineer and initiated 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 relating 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 designs, 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 down in clause 13 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

Sehanshul
CONTRACTOR

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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 visit of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders, instruction, or 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.

Works to be open to inspection.

Contractor to be responsible agent to be present.

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 the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not 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 or placed beyond the reach of measurement without such notice having been given to consent obtained, 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.

Notice to be given before work is covered up.

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 grass land or cultivated ground continuous to 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 whatever 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 his 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 hereafter become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted form, and whether included in the specification, or other documents, forming part of the Contract of reference to in these 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 to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or the materials. 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 from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above 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.

Contractor to supply plant, ladders, scaffolding, etc.

And he shall be liable for damage arising from non-provision of lights, fencing, etc.

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

Account for permission of fire.

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Jehankish

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 hereinbefore 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.

Decision of Superintending Engineer to be final.

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 therefor 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.

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

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.

Lump sum is estimate.

Clause 33.—In the case of any class of work for which there is no such specification as is 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.

Action where no specification.

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 mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Definition of work.

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

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

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

Refund of quarry fees and royalties.

Clause 37.—The contractor shall be responsible for and shall pay any compensation to this workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), hereinafter called the said Act, for injuries caused to the workmen. If such compensation is paid by Government as 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. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Compensation under the Workmen's Compensation Act.

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

Claim for more or less entered in the tender or estimate.

John Paul

[Signature]

...the authority competent to accept a tender is any of
...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:-

- | | |
|--------------------------|---------------------------|
| Executive Engineer | Thirty days |
| Superintending Engineer. | Sixty days |
| Chief Engineer. | Ninety days |
| Government. | One hundred & eighty days |

Clause 52.—"If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of their party, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such 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.

Contractor

[Signature]

Executive Engineer.

[Signature]

Executive Engineer
Division

L(11)G/65-1

SCHEDULE (B)
MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT

Item No.	Quantities estimated but may be more or less	Item of work	Tenders Rates		Unit	Total amount according to estimate quantities
			In figures			
			Rs	Paise		

As per Santhi Chakraborty

Note-1—All work shall be carried out as per Public works Departments Head-book and other specifications of the Division or as directed.

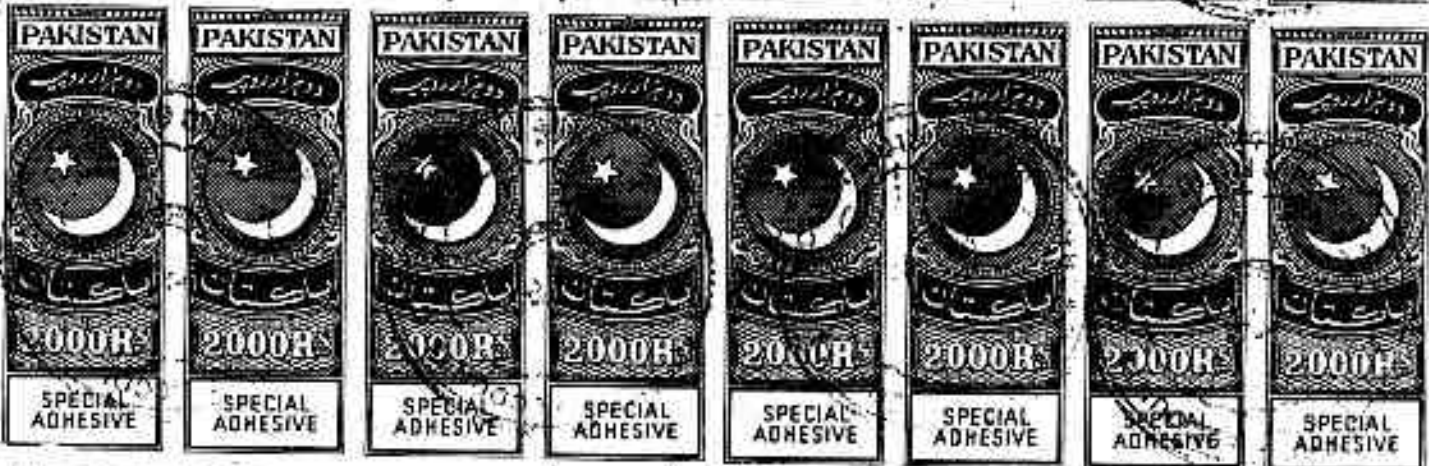
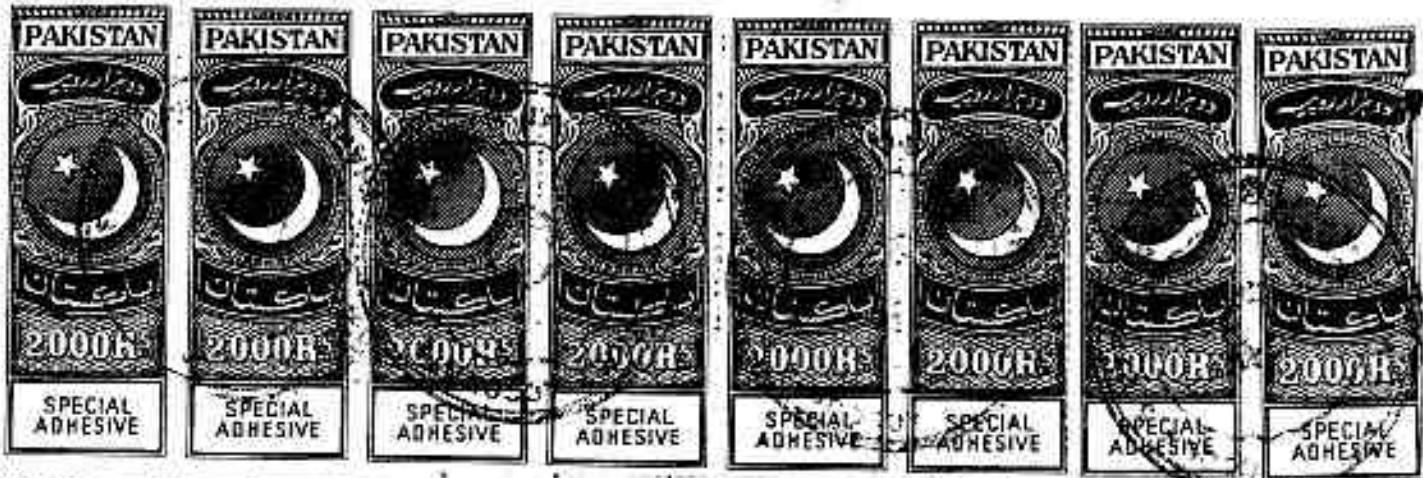
Note-2 All the columns in the Schedule should be filled in, ink and the total of the entries in the last column should be struck by the contractor under his Signature.

Note-3 Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good work under all conditions, Site holsture, Weather, etc.

(Signature of Contractor)

Santhi Chakraborty
 CONTRACTOR

[Signature]



Note: The period or firm above schedule are filled up to the submission of the ten.

(Signature of Contractor)

(Signature of Executive Engineer)

Employment of female labour.

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

Claim for Compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on 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.

Excise upon or Co-termining any portion of work.

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.

Allocation of persons employed, the employment of donkeys or other animals.

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

(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 (Waur).

(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 authorized to remove from the work any person or animal found working which does not satisfy these conditions and his responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

Preference to be given to Pakistani Timbers.

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 Burma and then to other British Timbers.

Certificate for Concession of any freight charges from Railway.

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 or semi Government works thereby enabling them to have the benefit of 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 on this account.

Preference of acceptance of tenders when tenders rates are same.

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 carting of materials by vehicles having pneumatic tyres.

Recovery of dues from Contractor as arrears Land Revenue.

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

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

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.

Payment of sales tax.

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

Interest on share Certificate.

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

Selamuddin

M. A. S.

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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.

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

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 or such other officer as he may appoint and the estimates of 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 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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.

Employment of female labour.

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

Work on Fridays.

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

Work not to be sublet.

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 commence 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 them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary 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 office 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 be notice in writing rescind the contract. In 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.

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

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

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.

Change in the constitution of firm to be notified.

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.

Work to be under direction of Superintending Engineer.

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 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.

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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, then 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 allow him that rate, but if the Engineer-in-charge does not agree to this rate 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 in accordance with the procedure laid down in clause—52.

No claim to any pay-
ment of compensation for
relaxation into conditions
of work.

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 by the contractor, 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.

There shall be no valid
claim.

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.

Accommodation and compensa-
tion payable in case of
bad work.

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 unskillful 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 inferior 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 remove 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 of 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 rectify or remove, and re-executed the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above 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.

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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.

The certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but 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 clearing 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 clear of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, but shall no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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 ridges shall not be counted towards the period stipulated for the completion of the contract work.

It needs an intermediate certificate to be regarded as advance.

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 thereto, 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 any 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 contract or any part thereof in any respect or the securing 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 account of 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 final amount payable for the works shall be final and binding on all parties.

Payment of estimated bills on account of items of work not accepted or completed to be at the discretion of the Engineer in charge.

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 cases 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 bill.

Retained

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.

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 all 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 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:

1/4th of the work in 1/4th of the time.

1/2 of the work in 1/2 of the time.

3/4th of the work in 3/4th 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; provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent the estimated cost of the work as shown in the tender.

Action when whole
of security deposit
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 Government 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.

Signature

Signature

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. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer, before the tender form is issued. If a form issued to an intending tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in the contract. The contractor may, however, seek any clarification not intended to alter substance of the rate quoted by the contractor.

11. Where the authority competent to accept a tender is any of the following authorities, the tender shall from the date of opening tenders be valid for the periods mentioned below against such authority.

Executive Engineer.	...	Thirty days
Superintending Engineer	...	Sixty days
Chief Engineer	...	Ninety days
Government	...	One hundred and eighty days

Tender for Work

*In figures as well as in words.

I/We hereby tender for the execution for the Government of Sind, (hereinafter and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions given in writing in pursuance of the tender and in clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(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 313 and 316 of the P.W.D. Manual.

(d) This deposit of all be in accordance with para 313 and 314 A of the P.W.D. Manual.

(e) This percentage when a security deposit is taken, shall vary from 2 percent to 10 percent according to the requirements of the case, where security deposit is taken. See note b) Clause 1 of condition of contract.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

- (a) General description: Leading of line from well along the P.W. Eign
- (b) Estimated cost: Rs. 157 - 4/10 - 18/6 = 25.000
- (c) Earnest money: Rs. 0.500
- (d) Security deposit: Rs. 0.750
- (e) Percentage, if any, to be deducted from bills (Rupees) 9.1/100 per cent.
- (f) Time allowed for the work from date of written order to commence: 12 Months

Sellam...

12 Months

Months

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- WORKS & SERVICES DEPARTMENT
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
 - 2) PROVINCIAL / LOCAL GOVT / OTHER _____
 - 3) TITLE OF CONTRACT _____
CONST. OF P/WALL DIPLO SAJAI GURABAH MILE 12/4-18/6
 - 4) TENDER NUMBER _____
No. TC/G-55/885 dated 02-10-2012
 - 5) BRIEF DESCRIPTION OF CONTRACT _____
Construction of PWall.
 - 6) FORUM THAT APPROVED THE SCHEME _____
Executive Engineer
 - 7) TENDER ESTIMATED VALUE _____
25.00 (M)
 - 8) ENGINEER'S ESTIMATE _____
(For civil works only) 24.920 (M)
 - 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____
12 Months
 - 10) TENDER OPENED ON (DATE & TIME) _____
05-11-2012
 - 11) NUMBER OF TENDER DOCUMENTS SOLD _____
(Attach list of buyers) 3 Nos.
 - 12) NUMBER OF BIDS RECEIVED _____
Nos.
 - 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____
3 Nos.
 - 14) BID EVALUATION REPORT _____
(Enclose a copy)
 - 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____
M/s Niaz Muhammad Khan & Brothers
 - 16) CONTRACT AWARD PRICE _____
24,710,692 (M)
 - 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT _____
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s Niaz Muhammad Khan & Brothers
2. M/s Umer Jan & Co.
3. M/s Bhatai Builders

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

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE _____ Domestic Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE _____

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

Chief Engineer

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?
Yes No

21) ADVERTISEMENT :

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

Yes	(INF/KRY/No.3785/2012 SPPRA ID No.9845/2012
No	

ii) News Papers
(If yes, give name of newspapers and dates)

Yes	Daily Sobh dated 09-10-2012 The News 10-10-2012
No	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

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

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	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details and reasons)

Yes	
No	No

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

Yes	<input type="checkbox"/>	No	<input checked="" 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 COMMITMENT, IF A ROAD:
(If yes, enclose a copy)

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

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

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer


Executive Engineer
Regional Engineer
Karachi

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

COMPARATIVE STATEMENT

Date of Issue: 5-11-2012
 Date of Opening: 5-11-2012

N.I.T. Sr. No.:

NAME OF WORK:- IMPROVEMENT/RE-ALIGNMENT/CONSTRUCTION OF CURVES OF NAIKOT MIHTI ROAD MILE 6/5-7/0 = 0-3 & 10/7-11/6

S.No.	Name of Contractor/Company	Rate Quoted
1	M/s Malroni Const. Wz	Pmt-A is 14.20% Below. Pmt-A (ii) 14.10% Below. Pmt-B is 27% Above. Pmt-B (ii) 28% Above.
2	M/s Abdul Ghaffar Hameed.	Pmt-A is 14.50% Below. <u>Lowest.</u> Pmt-A (ii) 14.40% Below. Pmt-B is 24% Above. Pmt-B (ii) 25% Above.
3	M/s Kaybee Const. Wz.	Pmt-A is 14.30% Below. Pmt-A (ii) 14.20% Below. Pmt-B is 25% Above. Pmt-B (ii) 26% Above.

The rates quoted by M/S. Abdul Ghaffar Hameed. Government Contractor Found lowest

[Signature]
 Divisional Accounts Officer
 Provincial Highway Division
 Thar @ Mithi

[Signature]
 Executive Engineer
 Provincial Highway Division
 Thar @ Mithi

[Signature]
 Superintending Engineer
 Provincial Highway Circle
 Mirpurkhas

SPPRA BIDDING DOCUMENT

STANDARD FORM OF BIDDING DOCUMENT

FOR

PROCUREMENT OF WORKS

(For Contracts (Small) amounting between Rs. 2.5 (M) to Rs. 50 (M)

SR.NO.03

NAME OF WORK:- IMPROVEMENT/RE-ALIGNMENT/CONST. OF
CURVES OF NAUKOT MITHI ROAD MILE
6/5-7/0= 0-3 & 10/7-11/6

ISSUE TO:-

M/s Abdul Ghaffar Henson.

TENDER FEE:-

3000/-

DR NO:- 52

DATED:-

5/11/12

CONTRACTOR

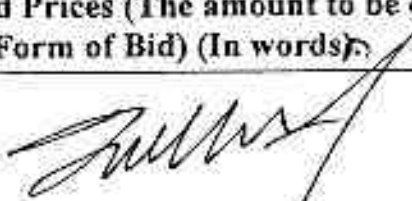
EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
THAR @ MITHI


SCHEDULE -A TO BID

SCHEDULE OF PRICES SUMMARY OF BID PRICES.

NAME OF WORK:- Improvement/Re-Alignment/Construction
Curves of Naukot Mithi Road Mile 6/5-7/0=
0-3 and 10/7-11/6.

Bill No.	Description	Total Amount (Rs)
1	Part-A Road Work A (i) A (ii)	Rs. 13748248/- Rs. 33728227/-
2	Part-B Protection Wall B (i) B (ii)	Rs. 1247150/- Rs. 1005768/-
3	Part-C Culverts	Rs. —
4		—
Total Bid Prices (The amount to be entered in Paragraph 1 of the Form of Bid) (In words):		Rs. 49729395/-


CONTRACTOR


Engineer
for Mithi

SCHEDULE-B
IMPROVEMENT / RE-ALIGNMENT / CONSTRUCTION OF CURVES OF EXISTING ROAD OF NAUKOT MITHI ROAD
MILE 6/5-7/0

PART-A(i) (ROAD WORK)

S.#	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT.
1	CUT. Earth work excavation in ashes, sand soft soil or silt clearance including all lifts and leads.	652,300	Rs. 1663.75 %0Cft		Rs. 1085264
2	FILL. Earth work excavation in ashes sand soft soil or silt clearance including all lifts and leads, dressing and leveling of earth work to design section etc complete (Also sand soft soil or silt)Earth work compaction by sheep foot roller with optimum context	70,000	Rs. 3206.13 %0Cft		Rs. 224429
3	EARTH WORK ASPER MODIFIED AASHO DENSITY. Earth work for road embankment by bulldozers, including plugging, mixing, clod breaking dressing, compacting with optimum moisture context. Lead up to 100 ft and lift up to 5.0 ft in all types of soil except rock(If earth work is done by other than depart				
	(a) 95-100% Density.	61182	Rs. 10253.72 %0Cft		Rs. 627343
	(b) 85% Denisty Compacted Shoulders	116115	Rs. 7723.95 %0Cft		Rs. 896866
4	SUB-BASE COURSE. Preparing sub-base course by supplying and spreading stone metal of 1-1/2-2" gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, including hand packing, filling voids with 20 cft pit sand and n	45030	Rs. 10220.71 P%0Cft		Rs. 4602382
5	BRICK ON EDGING. Laying brick on end edging including supplying 9x4-1/2x3" first class bricks Excavation for having edging with small size parallel to the road. (Rate i/c all cost of materials T&P labours and carriage upto 3 chains.	4079	Rs. 2740.36 P%0Cft		Rs. 111780
	BASE COURSE. Preparing base course by supplying and spreading stone metal of 1-1/2 gauge of approved quality from approved quarry in required thickness (3" in 2 layers) nto proper camber and grade, including handpacking filling voids with 15cft screening and non plast	32794	Rs. 11749.80 P%4Cft		Rs. 3853207
7	(TWO COAT). Providing surface dressing 2 coat coats on new or existing surface with 39 Lbs of bitumen 80/100 penetration and 4.25 cft crush bajri of 3/4"-3/8" gauge including cleaning the road surface rolling after each coat etc complete. Rate includes all cost of mate.	48946	Rs. 2154.20 P%5ft		Rs. 1054394

ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT.
--------------	------	------	------	---------

8 **1 1/2" Thick Premixed Carpet (By Paver Machine).**

1 1/2" Thick premixed carpet in proper camber and grade i/c supplying of 15 CB
 Crush bajri and 5 cft hill sand of approved quality and gauge and bitumen 93lbs of
 80/100 penetration i/c mixing in mechanical mixer in required proportion i/c beating
 the ma

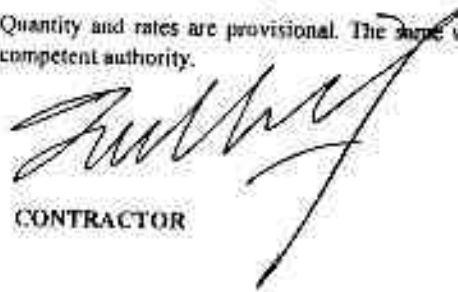
48946


Rs. 7383.54 P%SI/ Rs. 3613947

14.50% Below
 Add: Premium (-) Rs. 2315594/-
 Add: Diff: cost of Bitumen Rs. 94230/-
 G-Total Rs. 13748248/-

NOTE

1. All leads, lifts, carriage of what so ever nature, water charges etc are included in the rates. No separate payment on any account shall be made nor any claim will be lodged by the contractor in this regard.
2. No premium will be paid on different cost of bitumen.
3. Carpet should be laid with paver machine.
4. Quantity and rates are provisional. The same will be corrected accordance to the technical sanction accorded by the competent authority.


 CONTRACTOR


 EXECUTIVE ENGINEER
 PROVINCIAL HIGHWAY DIVISION
 THAR @ MITHI

SCHEDULE-B

IMPROVEMENT/RE-ALIGNMENT/CONSTRUCTION OF CURVES OF EXISTING ROAD OF NAUKOT MITHI ROAD MILE 0/0-30/0 (48.0 KMS) (1.40 KMS)

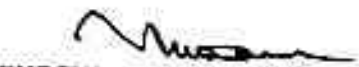
PART-B (i) PROTECTION WALL

Item of Work	Qty:	Rate Unit	Amount
Excavation on foundation of building, bridges and other structure including dag belling dressing refilling around structure with excavated earth watering and ramming lead upto 5 feet in	1000 Cft	2722.5 % 0 Cft Rs.	2723
Cement concrete brick or stone ballast 1.5" to 2" guage ratio	250 Cft	9416.28 % Cft Rs.	23541
Cement concrete plain including placing compacting finishing and curing complete including screening and washing and stone aggregate without shuttering ratio 1:2:4.	450 Cft	14429.25 % Sft Rs.	64932
Erection of removal of centering (Vertical) line class	300 Cft	3127.41 P.Cwt Rs.	9382
Total:-			Rs. 100577
<i>24% above</i> Premium			<i>Rs. 24138/-</i>
G.Total			Rs. 124715/-
<i>1000 R/R 11-6.1247.15 R/R Rs. 1247150/-</i>			<i>1247.15</i>

NOTE

All leads, lifts, carriage of what so ever nature, water charges etc are included in the rates. No separate payment on any account shall be made nor any claim will be lodged by the contractor in this regard.
Quantity and rates are provisional. The same will be corrected accordance to the technical section accorded by the competent authority


CONTRACTOR


EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION
THAR @ MITHI

SCHEDULE-B
IMPROVEMENT / RE-ALIGNMENT / CONSTRUCTION OF CURVES OF EXISTING ROAD OF NAUKOT MITHI ROAD
MILE 10/7-11/6(1.40 KMS)

PART-A(ii) (ROAD WORK)

S.#	ITEM OF WORK	QTY:	RATE	UNIT	AMOUNT.
1	<u>CUT.</u> E/Work excavation in ashes, sand soft soil or silt clearance including all lifts and leads. 2,235,500		Rs. 1663.75	%OCB	Rs. 3719313
2	<u>FILL.</u> Earth work excavation in ashes sand soft soil or silt clearance including all lifts and leads, dressing and leveling of earth work to design section etc complete.(Also sand soft soil or silt)Earth work compaction by sheep foot roller with optimum context upto 85% density asper modified AASHO specifications 215,000		Rs. 3206.13	%OCB	Rs. 689318
3	<u>EARTH WORK ASPER MODIFIED AASHO DENSITY.</u> Earth work for road embankment by bulldozers, including plugging, mixing, clod breaking dressing, compacting with optimum moisture context. Lead up to 100 ft and lift up to 5.0 ft in all types of soil except rock(If earth work is done by other than departmental agency) as per modified AASHO specifications. 95-100% Density. (a) 95-100% Density 142758 (b) 85% Density Compacted Shoulders 270931		Rs. 10253.72	%OCB	Rs. 1463697
			Rs. 7723.95	%OCB	Rs. 2092657
6	<u>SUB-BASE COURSE.</u> Preparing sub-base course by supplying and spreading stone metal of 1-1/2-2" gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, including hand packing, filling voids with 20 cft pit sand and non plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density asper modified AASHO specifications(Rate includes all cost of materials T&P and carriage upto 3 chains). 105070		Rs. 10350.62	P%CB	Rs. 10875396
7	<u>BRICK ON EDGING.</u> Laying brick on end edging including supplying 9x4-1/2x3" first class bricks Excavation for having edging with small size parallel to the road. (Rate i/c all cost of materials T&P labours and carriage upto 3 chains). 9517		Rs. 2781.83	P%CB	Rs. 264746
	<u>BASE COURSE.</u> Preparing base course by supplying and spreading stone metal of 1-1/2 gauge of approved quality from approved quarry in required thickness (3" in 2 layers) to proper camber and grade, including handpacking filling voids with 15cft screening and non plastic quarry fines of approved quality and gauge from approved source, watering and compacting to achieve 98-100% density asper modified AASHO 76518		Rs. 11894.46	P%CB	Rs. 9101402
	<u>(TWO COAT).</u> Providing surface dressing 2 coat coats on new or existing surface with 39 Lbs of bitumen #0/100 penetration and 4.25 cft crush bajri of 3/4"-3/8" gauge including cleaning the road surface rolling after each coat etc complete. Rate includes all cost of materials, labour T&P and carriage to the site of work(3 chains). 114206		Rs. 2163.20	P%SB	Rs. 2470514

ITEM OF WORK

QTY: RATE UNIT AMOUNT.

1 1/2" Thick Premixed Carpet (By Paver Machine).

1 1/2" Thick premixed carpet in proper camber and grade i/c supplying of 15 Cft crush baji and 5 cft hill sand of approved quality and gauge and bitumen 93lbs of 80/100 penetration i/c mixing in mechanical mixer in required proportion i/c heating the material and cleaning the road surface Rate i/c all cost of material T&P Labour and carriage upto site of work.

114206

Rs. 7414.88 P%5R Rs. 8468237


Total Rs. 39,145,27914.40/Below Premium \rightarrow Rs. 5636920/Add: Diff. cost of Bitumen Rs. 219870/G-Total Rs. 33728229/

NOTE

- 1 All leads, lifts, carriage of what so ever nature, water charges etc are included in the rates. No separate payment on any account shall be made nor any claim will be lodged by the contractor in this regard.
- 2 No premium will be paid on different cost of bitumen.
- 3 Carpet should be laid with paver machine.
- 4 Quantity and rates are provisional. The same will be corrected accordance to the technical sanction accorded by the competent authority.



CONTRACTOR



EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION
THAR @ MITHI

Bid Evaluation Report

- 1 Name of Procuring Agency **Executive Engineer, Provincial Highway Division Thar @ Mithi**
-
- 2 Tender Reference No: **Prov: Highway Division Thar @ Mithi No.TC/G-55/885 dated 02-10-2012**
-
- 3 Tender Description / Name of work / item: **IMPROVEMENT/RE-ALIGNMENT/CONSTRUCTION OF CURVES OF NAUKOT MITHI ROAD MILE 6/5-7/0 & 10/7-11/6**
-
- 4 Method of Procurement: **Single Stage - one envelope procedure**
-
- 5 Tender Published: **Daily Sobh dated: 09.10.2012,
(INF/KRY/No. 3795/2012 SPPRA ID No.9645/2012 (14031)
Print & Electronic Media (SPPRA ID No. & Newspapers names with dates)**
-
- 6 Total Bid Documents Sold: **3 Nos.**
-
- 7 Total Bid Received: **3 Nos.**
-
- 8 Technical Bid Opening date: (if applicable) **N.A** (Provide details in separate form)
-
- 9 No. of Bid technically qualified (if applicable) **N.A**
-
- 10 Bid(s) Rejected: **Nil**
-
- 11 Financial Bid Opening date: **05.11.2012**
-

12 Bid Evaluation Report:

Estimated Cost 49995822

S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated cost	Reasons for acceptance / Rejection	Remarks
1	2	3	4	5	6	7
1	M/s Abdul Ghaffar Memon	49729395	1st Lowest	266427 Saving	Lowest	
2	M/s Kaybee Const. Co.	49857733	2nd Lowest	138089 Saving	Highest	
3	M/s Malani Const. Co.	49949064	3rd Lowest	46758 Excess	Highest	


Divisional Accounts Officer
Provincial Highway Division
Thar @ Mithi


Executive Engineer
Provincial Highway Division
Thar @ Mithi


Superintending Engineer
Provincial Highway Circle
Mirpurkhas



**OFFICE OF THE EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION THAR @ MITHI.**

No: TC/G-55/ 1032
Provincial Highway Division,
Thar @ Mithi, dated: 20/11/2012.

To:

M/S. Abdul Ghaffar Memon,
Government Contractor,
Hyderabad.

SUBJECT:- IMPROVEMENT / RE-ALIGNMENT/CONSTRUCTION OF CURVES OF NAUKOT MITHI ROAD MILE 6/5-7/0 & 10/7-11/6.

- Reference: - (i) Chief Engineer Highway Sindh Hyderabad Letter No. H(7)/Thar @ Mithi-C(i)/253, dated 12-11-2012.
(ii) Superintending Engineer Provincial Highway Circle Mirpurkhas AB/G-148/2619, Dated. 13-11-2012.
(iii) Your B-I Tender Dated:-05-11-2012.

The lowest rates quoted by you for the captioned work as mentioned against each have been approved by the Chief Engineer Highways Sindh Hyderabad under his office letter No. H(7)/Thar @ Mithi-C(i)/253, dated 12-11-2012.

PART 'A' (i) (Road Work)

Rate 14.50% Below (Fourteen point Five zero percent Below) Except Difference Cost of Bitumen.
Amounting Rs.1,37,48,248/-

PART 'A' (ii) (Road Work)

Rate 14.40% Below (Fourteen point Four zero percent Below) Except Difference Cost of Bitumen.
Amounting Rs.3,37,28,229/-

PART 'B' (i) (PROTECTION WALL, 1000 RFT)

Rate 24.0% Above (Twenty Four point zero percent Above).
Amounting Rs.12,47,150/-

PART 'B' (ii) (PROTECTION WALL, 800 RFT)

Rate 25.0% Above (Twenty Five point zero percent Above).
Amounting Rs.10,05,768/-

GRAND TOTAL:-RS.49,729,395 (MILLION) (Rupees Forty Nine Million Seven Hundred Twenty Nine Thousand Three Hundred & Ninety Five) Only.


1. You are accordingly informed to please start the aforesaid work within 7 days from the date of issue of this work order under the supervision of the Assistant Engineer, Provincial Highway Sub-Division, Thar-I and note that the work is to be completed within a period of 12 months (Twelve months).

2. You are also requested to please execute the whole and every part of the work exactly, fully and faithfully in accordance with the specification, design, drawings and instructions in writing relating to the work duly signed by the undersigned. You are entitled to have access to the same for the purpose of inspection during office hours. If required to make or cause to be made copies of the same specifications and all such designed, Drawings and instruction as aforesaid, you can do so at your own expenses.

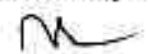
3. This approval and acceptance is subject to the following conditions: -

- A programme of work may be chalked out in concurrence with the Assistant Engineer and acted upon strictly.
 - No expenditure to be incurred beyond the original Administrative Approval and funds.
 - No premium shall be allowed on non-schedule item.
 - No separate payment for carriage of materials shall be made, Premium quoted by you covers the cost of carriage of materials involved.
 - All material required for construction shall be procured and brought at site by you at your own cost from approved sources / quarries.
 - No payment of extra item shall be made unless written order is given to you by the undersigned for execution of such extra items and approved by the competent authority.
 - Income tax shall be deducted from the bill on the value of work done and paid for as per latest orders of competent authority in this regard.
 - You shall arrange bitumen from National Refinery only and payment on account of bitumen items / work done shall be made on production of such certificate by the you from the National Refinery.
 - Work will be carried out strictly as per P.W.D specifications.
 - All requisite codal formalities will be observed before start of work.
 - Water charges and all leads and lifts of material are included in the item of work.
 - Expenditure should be restricted to the availability of funds.
 - The carpet work must be carried out through paver machine.
 - No escalation whatever will be allowed if the work is continued in next years for want of requisite funds.
 - Scheme must be completed within Administrative Approval.
 - Land should be acquired legally before execution the work.
 - Photo state copy duly attested by the undersigned in respect of schedule "B" Part-A,B&C relating to the above-subjected works is also enclosed herewith for your information and guidance.
 - You should give in writing the name of your authorized agent who would receive instructions at site of work during the course of its execution and also attend this office for signing the agreement, bills.
 - You should bind your self with the clauses of B-I agreement from the date of issuance of this order till the agreement is signed by you or by authorized representative.
- This is for your information.

Enclosed attested copies of Schedule "B" Part A(i),A(ii) B(i) & B(ii).


Executive Engineer
Provincial Highway Division
Thar @ Mithi.

1. Copy F.W.Cs to the Chief Engineer, Highway Sindh Hyderabad for information with reference to his office letter No. cited above.
2. Copy F.W.Cs to the Superintending Engineer, Provincial Highway Circle Mirpurkhas for information with reference to his office letter No. cited above.
3. Copy F.W.Cs to the Assistant Engineer, Provincial Highway Sub-Division Thar-I for information. The copy of schedule 'B' Part-A,B&C is enclosed herewith for his record and carrying out the work accordingly. The work should strictly be carried out as per P.W.D specification. The start date of work should also be reported to this office for record.


Executive Engineer
Provincial Highway Division
Thar @ Mithi.

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

G.L., W.F.D., Nos. 7738 of 4-1-33, 56-1 of 6-1-36, 1637, W of 27-9-37, C.C.M.P. and M. Dept. No. 283-P-37 of 7-1-37 (P.W.D.) No. 5-173, 7-W of 23-2-39, 12-10-44 and 2-5-44, 65-W of 23-2-39, 12-10-44 and 2-7-44, 65-W 1030/11-1 of 24-3-49, 5617-W of 12-22-70

Quarry - Mrs. L. L. ...

Mine ...
Percentage Rate Tender and Contract
from New ...

T.S. 49.9

Rs 100,000

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 details of the works to be tendered will be supplied to the prospective tenderers on their request.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills. It will also state whether refund of quarry tax, royalties, district dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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 envelope.

5. The Executive Engineer or his duly authorized 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.

L (10) 1769-1

[Handwritten Signature]

CONTRACTOR

[Handwritten Signature]

RECEIVED

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

Receipt No. 165904

dated 25/10/52

from Government Treasury of

FR. D. D. 44 d

Sub-Treasury at

in respect of the sum of Rs. 1,20,000

Amount to be paid in full words and figures

is herewith forwarded representing the earnest-money (a) the full value of which is to be absolutely forfeited to Government should not deposit the full amount of security deposit specified in the above Memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 1,20,000 shall be retained by Government on account of such security deposit as aforesaid or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions.

Signature of contractor before submission of tender. Signature of witness in contractor's signature.

Signature of contractor before submission of tender. Signature of witness in contractor's signature.

Dated the _____ day of _____ 1952

(Witness) ||
(Address)
(Occupation)

Signature of contractor before submission of tender. Signature of witness in contractor's signature.

The above tender is hereby accepted by me on behalf of the Government of India. *Sind. Sanjay Reddy for 49729395*
Executive Engineer,
Division (for his duty as Executive Assistant),
Thar at Bahi

Signature of contractor before submission of tender. Signature of witness in contractor's signature.

Dated the _____ day of _____ 1952

Conditions of Contract

Clause 1.—The person whose tender may be accepted (hereinafter called 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 far as 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 being reduced by reason of any such deduction or sale as 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 cost of the depositor, be converted into interest-bearing securities provided that the depositor...

Security deposit.

[Handwritten signatures]

... measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and give 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 of 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 be paid 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.

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.

Action when the progress of the work is unsatisfactory

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 not withstanding 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 the 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 responsible to pay compensation if action not taken under clause 5.

Power to take possession of or require removal of or take control of 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 by 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.

Schedule II.

Provided that where the contractor is hindered in the execution of his work on account of any act or omission on the part of the P.W.D. or any of its 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.

1. (ii) C/63-2



CONTRACTOR


Executive Engineer

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, 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 authorised agent, whose counter-signature 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.

Bill to be submitted monthly.

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 for 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.

Bills to be on Printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special 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 from time to time to be used 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 security deposit 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 that 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, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. 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.

Stores supplied by Government.

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 matters in strict accordance with the specifications, lodged in the office of the Executive Engineer and initiated by the parties, the said specification being a part of the contract. The contractor shall also conform exactly and faithfully to the designs, drawings, and instructions in writing relating 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 designs, drawings, and instructions as aforesaid.

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

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 of additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in 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

Alteration in Specifications and design not to invalidate Contracts.

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 been given to the contractor, either himself be present to receive orders, instructions, or 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 and effect as if they had been given to the contractor himself.

Works to be open to inspection.

Contractor to be responsible agent to be present.

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 the same may be measured and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not 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 or placed beyond the reach of measurement without such notice having been given to consent obtained, 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.

Notice to be given before work is covered up.

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 grass land or cultivated ground contiguous to 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 whatever 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 his 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 hereafter become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these 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 to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or the materials. 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 from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit 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.

Contractor to supply plant, ladders, scaffolding, etc.

And is liable for damages arising from non-provision of lights, fences, etc.

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

Penalties for permission of fire.

(iii) G/59-1

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 hereinbefore 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.

Decision of Superintending Engineer to be final.

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 therefor 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 such price which for the purpose of this contract 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.

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

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 item of work involved or the part or 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.

Lump sums in estimate.

Clause 33.—In the case of any class of work for which there is no such specification as is 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.

Action where no specification.

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 mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Definition of work.

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

Contractor's percentage where specified in bill or gross amount of bill.

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

Refund of quarry fees and royalties.

Clause 37.—The contractor shall be responsible for and shall pay any compensation to the workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), hereinafter called the said Act, for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section (1) of section 17 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. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Compensation under the Workmen's Compensation Act.

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

Claim for quantities over or under in the tender or estimate.

Labour
24-2-50

Clause 51.—Where the 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:-

Executive Engineer	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

Clause 52.—"If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of both parties, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such 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.


Contractor

Executive Engineer.


Executive Engineer
Division

SCHEDULE (1)
MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT

Quantities	Tenders Rates				Total Amount		
							
							
							

Special Adhesive stamp
 Rs 210000/-
[Signature]

- Note-1—All work shall be carried out as per Public works Departments Head-book and other specifications of the Division or as directed.
- Note-2 All the columns in the Schedule should be filled in, ink and the total of the entries in the last column should be struck by the contractor under his Signature.
- Note-3 Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good work under all conditions, Site moisture, Weather, etc.

(Signature of Contractor)
[Signature]
 CONTRACTOR

[Signature]
 ENGINEER



[Handwritten Signature]
(Signature of Contractor)
CONTRACTOR

[Handwritten Signature]
(Signature of Executive Engineer)
EXECUTIVE ENGINEER

Employment of female labour.

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

Claims for Compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in recording sanction to estimates.

Claims for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on 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.

Excuses upon or commencing any portion of work.

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 or payment for work.

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

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

(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 (Narra).

(iii) No animal suffering from sores, lameness or caeculation 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 his responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

Pakistan Timbers, etc. used.

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 Burma and then to other British Timbers.

Certificate for Concessional freight charges from Railway.

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 or semi Government works thereby enabling them to have the benefit of concessional 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 on this account.

Preference of tenders when tenders are similar.

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 carting of materials by vehicles having pneumatic tyres.

Recovery of dues from Contractor, as arrears of Land Revenue.

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

Partnership of M.L.A.s forbidden.

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.

Payment of sales tax.

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

Interest of Government Servant in the work.

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

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.

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

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 or such other officer as he may appoint and the estimates of 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 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

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.

Employment of female labour.

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

Work on Fridays.

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

Work not to be sublet.

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 them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary 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 office 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. In 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 contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting it without approval or for holding public office etc. 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.

Change in the constitution of firm to be notified.

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.

Work to be under direction of Superintending Engineer.

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 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.

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, then 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 allow him that rate, but if the Engineer-in-charge does not agree to this rate 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 in accordance with the procedure laid down in clause-52.

No. claim to any part of compensation for work.

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 by the contractor, 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.

This limit for variation work.

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 close of such claim occurring.

Action and compensation payable in case of bad work.

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 inferior 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 remove 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 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 rectify or remove, and re-executed the work or rectify and replace the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above 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.

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.

Final certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but 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 no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final certificate

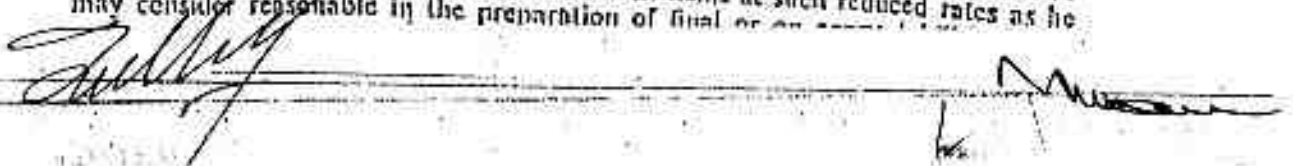
Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurement are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, 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 ridges shall not be counted towards the period stipulated for the completion of the contract work.

Final certificate on intermediate certificates in the regarded accordance.

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 any bad, unsound, imperfect or unsuitable 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 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 of 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.

Payment of reduced rates on account of items of work not accepted or completed to be to the sanction of the Engineer in charge.

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 cases 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 bill.



Compensation for
work.

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.

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 all 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 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:

1/4th of the work in 1/4th of the time.

1/2 of the work in 1/2 of the time.

3/4th of the work in 3/4th 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; provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent the estimated cost of the work as shown in the tender.

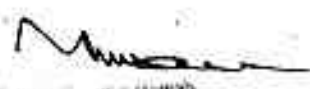
Action shall be taken if security deposit is offered.

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 Government 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 conclusively 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.





CONTRACTOR

EXECUTIVE ENGINEER

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF
WORKS, SERVICES & GOODS

- WORKS & SERVICES DEPARTMENT
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
 - 2) PROVINCIAL / LOCAL GOVT / OTHER _____ PROVINCIAL
 - 3) TITLE OF CONTRACT _____ IMP/RE-ALGN/CONST CURVES N-KOT MITHI MILE 6/5-7/0
 - 4) TENDER NUMBER _____ No.TC/G-55/885 dated 02-10-2012
 - 5) BRIEF DESCRIPTION OF CONTRACT _____ Construction of Road
 - 6) FORUM THAT APPROVED THE SCHEME _____ Executive Engineer
 - 7) TENDER ESTIMATED VALUE _____ 50.00 (M)
 - 8) ENGINEER'S ESTIMATE _____ 49 995 (M)
(For civil works only)
 - 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____ 12 Months
 - 10) TENDER OPENED ON (DATE & TIME) _____ 05-11-2012
 - 11) NUMBER OF TENDER DOCUMENTS SOLD _____ 3 Nos.
(Attach list of buyers)
 - 12) NUMBER OF BIDS RECEIVED _____ Nos.
 - 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____ 3 Nos.
 - 14) BID EVALUATION REPORT _____
(Enclose a copy)
 - 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____ M/s Abdul Ghaffar Memon .
 - 16) CONTRACT AWARD PRICE _____ 49 729395 (M)
 - 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT _____
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s Abdul Ghaffar Memon .
2. M/s Kaybee Construction & Co.
3. M/s Malari Construction Co.

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

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE _____ Domestic Domestic/Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE _____

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

Chief Engineer

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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

Yes	(INF/KRY/No.3795/2012 SPPRA ID No.9645/2012)
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Daily Sobh dated 09-10-2012. The News dated 10-10-2012
No	

22) NATURE OF CONTRACT

Direct Cost	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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	<input type="checkbox"/>
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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	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

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

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details and reasons)

Yes	
No	No

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

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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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 ARRANGEMENT, IF ANY ROAD:
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of
Authorized Officer


Executive Engineer
East/Central High Way Division
Karachi (MSE)

FOR OFFICE USE ONLY

SPPRA, Block No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291


Bid Evaluation Report


1. Name of Procuring Agency: Executive Engineer, Provincial Highway Division Thar @ Mithi
2. Tender Reference No: Prov: Highway Division Thar @ Mithi No.TC/G-55/885 dated 02-10-2012
3. Tender Description / Name of work / item: CONSTRUCTION OF ROAD FROM CHELHAR TO BHORILO MILE 9/3-9/5 & CONST. OF P/WALL ALONGWITH MILE 0/0-7/4 (IN PORTIONS).
4. Method of Procurement: Single Stage - one envelope procedure
5. Tender Published: Daily Sobh dated: 09.10.2012,
(INF/KRY/No. 3795/2012 SPPRA ID No.9645/2012 (1403))
Print & Electronic Media (SPPRA ID No. & Newspapers names with dates)
6. Total Bid documents Sold: 3 Nos.
7. Total Bid Received: 3 Nos.
8. Technical Bid Opening date: (if applicable) N.A (Provide details in separate form)
9. No. of Bid technically qualified (if applicable) N.A
10. Bid(s) Rejected: Nil
11. Financial Bid Opening date: 05.11.2012


12 Bid Evaluation Report:

Estimated Cost 24993717

S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated cost	Reasons for acceptance / Rejection	Remarks
1	2	3	4	5	6	7
1	M/s Malani Const. Co	24732357	1st Lowest	261360 Saving	Lowest	
2	M/s Kaybee Const. Co	25000267	2nd Lowest	6540 Excess	Highest	
3	M/s A.J. Const. Co	25387390	3rd Lowest	393673 Excess	Highest	


Divisional Accounts Officer
Provincial Highway Division
Thar @ Mithi


Executive Engineer
Provincial Highway Division
Thar @ Mithi


Superintending Engineer
Provincial Highway Division
Mipurkhot

Bid Evaluation Report

1. Name of Procuring Agency: Executive Engineer, Provincial Highway Division Thar @ Mithi
2. Tender Reference No: Provi: Highway Division Thar @ Mithi No.TC/G-55/885 dated 02-10-2012
3. Tender Description / Name of work / item: CONSTRUCTION OF PROTECTION WALL ALONG CONST. OF DIPLO SAJAI GURRRABAH TO NAUKOT ROAD MILE 12:4 18/6 (IN PORTIONS).
4. Method of Procurement: Single Stage - one envelope procedure
5. Tender Published: Daily Sobh dated: 09.10.2012,
(INF/KRY/No. 3795/2012 SPPRA ID No.9645/2012 (19031)
Print & Electronic Media (SPPRA ID No. & Newspapers names with dates)
6. Total Bid documents Sold: 3 Nos.
7. Total Bids Received: 3 Nos.
8. Technical Bid Opening date: (if applicable) N.A (Provide details in separate form)
9. No. of Bid technically qualified (if applicable) N.A
10. Bid(s) Rejected: Nil
11. Financial Bid Opening date: 05.11.2012

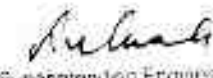
12 Bid Evaluation Report:

Estimated Cost Rs. 24920542

S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated cost	Reasons for acceptance / Rejection	Remarks
1	2	3	4	5	6	7
1	M/s Niaz Muhammad Khan & Brothers	24710692	1st Lowest	209850 Saving	Lowest	
2	M/s.Umer Jan & Co.	25001476	2nd Lowest	80934 Excess	Highest	
3	M/s. Bhatia Builders	25195332	3rd Lowest	274790 Excess	Highest	


Divisional Accounts Officer
Provincial Highway Division
Thar @ Mithi


Executive Engineer
Provincial Highway Division
Thar @ Mithi


Superintending Engineer
Provincial Highway Circle
Mirpurkhas


Bid Evaluation Report

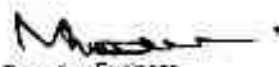
- 1 Name of Procuring Agency Executive Engineer, Provincial Highway Division Thar @ Mithi
- 2 Tender Reference No Prov: Highway Division Thar @ Mithi No.TC/G-55/885 dated 02-10-2012
- 3 Tender Description / Name of work / item IMPROVEMENT/RE-ALIGNMENT/CONSTRUCTION OF CURVES OF NAUKOT MITHI ROAD MILE 6/5-7/0 & 10/7-11/6
- 4 Method of Procurement Single Stage - one envelope procedure
- 5 Tender Published Daily Sobh dated: 09.10.2012,
(INF/KRY/No. 3795/2012 SPPRA ID No.9645/2012 (14031)
Print & Electronic Media (SPPRA ID No. & Newspapers names with dates)
- 6 Total Bid documents Sold 3 Nos.
- 7 Total Bid Received 3 Nos.
- 8 Technical Bid Opening date: (if applicable) N.A (Provide details in separate form)
- 9 No. of Bid technically qualified (if applicable) N.A
- 10 Bid(s) Rejected Nil
- 11 Financial Bid Opening date: 05.11.2012


12 Bid Evaluation Report:

Estimated Cost 49995822

S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of Cost	Comparison with Estimated cost	Reasons for acceptance / Rejection	Remarks
1	2	3	4	5	6	7
1	M/s Abdul Ghaffar Memon	49729395	1st Lowest	266427 Saving	Lowest	
2	M/s. Kaybee Const. Co.	49857733	2nd Lowest	138089 Saving	Highest	
3	M/s Malani Const. Co	49949064	3rd Lowest	46758 Excess	Highest	


Divisional Accounts Officer
Provincial Highway Division
Thar @ Mithi


Executive Engineer
Provincial Highway Division
Thar @ Mithi


Superintending Engineer
Provincial Highway Circle
Mirpurkhas