

OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD

NO:AUQ(CAA)ENGG:/2015-154

DATED: 03/03/2015

To,

M/s Nazir Ahmed Shaikh & Co:

Subject:- LETTER OF ACCEPTANCE

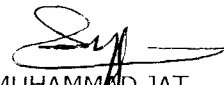
Ref:- Construction of Dargah Yousif Shah Jeelani at Larkana

Your offer B-I/B-II tender for the above work at (Civil work), 17.90% above G.I. Pipe (Sanitary Work), 4.90% Above (Sanitary Work), at Par (Electric Works) 4.50% on Schedule items along with Non-Schedule items amounting to Rs.2141603/- which comes to Rs.11550570/- (Rupees Eleven point Five Five zero Million) only is hereby accepted.

The bid money of 2% of the bid Value submitted by you will be treated as "Performance Security" Remaining 8% amount will be deducted from each running bill as security deposit.

It should be noted that any typographical mistake or error in Schedule 'B' of the agreement will be red strictly as per Schedule of rates in force and that any change in Schedule 'B'/Estimate if made by the Consultant or Executive Engineer in the Government interest during execution of work, will be acceptable to you un-conditionally.

You are therefore requested to attend the office of the undersigned for signing of the agreement.



ALI MUHAMMAD JAT
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

1. Copy forwarded to Assistant Engineer Auqaf Sindh Hyderabad

EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



2

**SCHEDULE _ F TO BID
(INTEGRITY PACT)
DECLARATION OF FEE COMMISSION AND BROKERAGE ETC PAYABLE BY
CONTRACTOR**

(for contractor worth Rs.10.00 Million or More)

Contract No.AUQ(CAA)ENG:/2015-150 Dated: 03/08/2015

Contract Value: Rs.11550570/-

Contract Title Construction of Dargah Yousif Shah Jeelani at Larkana

M/s Nazir Ahmed Shaikh & Co: hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or obligation or benefit from Government of Sindh (Gos) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.


Without limiting the generality of the foregoing, M/s Nazir Ahmed Shaikh & Co: represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary; any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from Executive Engineer Auqaf, Sindh except that which has been expressly declared pursuant hereto.

M/s Nazir Ahmed Shaikh & Co: accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Nazir Ahmed Shaikh & Co: accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agree that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any right and remedies exercised by PA in this regard, M/s Nazir Ahmed Shaikh & Co: Supplier/Contractor /Consultant} agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s Nazir Ahmed Shaikh as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from PA.


{Contractor}


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD





Ph: 022-9200495
Fax: 022-9200496

NO: AUQ (CAA) ENGG:HYD:/2015-150
OFFICE OF THE CHIEF ADMINISTRATOR
AUQAF SINDH HYDERABAD

DATED 03/08/2015

To,

M/S Nazir Ahmed Shaikh & Co:
Government Contractor

**SUBJECT:- CONSTRUCTION OF DARGAH Yousif Shah Jeelani DISTRICT
Larkana**

Reference: Your Tender dated 03/08/2015

Your offer to Execute the above work at the rate mentioned bellow being lowest in competition is here by accepted as.

"Civil work" @ 17.90% above

"Electric work" @ 4.90% above

"Plumbing work" @ 4.50% above

You are therefore requested to start the work immediately and complete the same up to June, 2016 according to specification as per schedule under the supervision of Assistant Engineer Auqaf Department Hyderabad.

The quality of workmanship be maintained.

(ALI MUHAMMAD JAT)
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

DISTRIBUTION.

1. P.S to Chief Administrator Auqaf Sindh Hyderabad for favour of information.
2. Administrator Auqaf Hyderabad. Zone.
3. Accounts / Audit / Budget officer Auqaf Sindh Hyderabad.
4. Office Order file.


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

Reviewed
M. A. Khan



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- AUQAF DEPARTMENT
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial _____
- 3) TITLE OF CONTRACT Engineering Branch _____
- 4) TENDER NUMBER INF-KRY No.317/15 _____
- 5) BRIEF DESCRIPTION OF CONTRACT Constt: of Dargah Yousif Shah Jeelani at Larkana _____
- 6) FORUM THAT APPROVED THE SCHEME Competant Authority _____
- 7) TENDER ESTIMATED VALUE 11.463 (Million) _____
- 8) ENGINEER'S ESTIMATE 11.550 (Million) _____
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) June 2017 _____
- 10) TENDER OPENED ON (DATE & TIME) 17.02.2015 _____
- 11) NUMBER OF TENDER DOCUMENTS SOLD 5 _____
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 5 _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 5 _____
- 14) BID EVALUATION REPORT Attached _____
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Nazir Ahmed Shaikh & Co: _____
- 16) CONTRACT AWARD PRICE 11.550 (Million) _____
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
i) M/s Nazir Ahmed Shaikh & Co: _____
ii) M/s Rajput Traders _____
iii) M/s Jiya Enterprises _____
- 18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE Local _____ 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:



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	ID # 22 609 Dated 01.02.2015
No	

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

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

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

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

Yes	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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 OF VISIT, IF ABROAD:
(If yes, enclose a copy)

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

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

Yes	x
No	

Signature & Official Stamp of
Authorized Officer _____



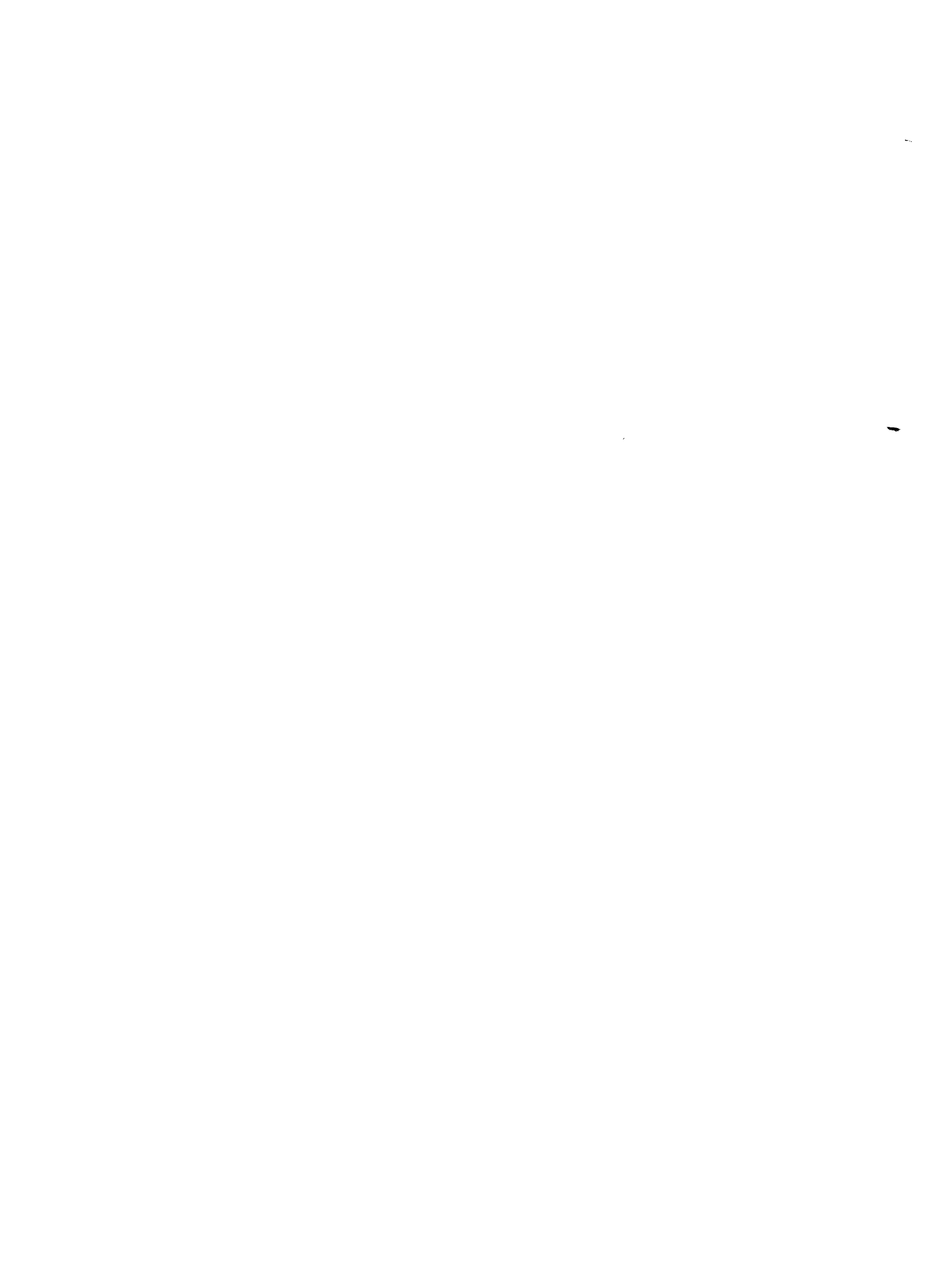
FOR OFFICE USE ONLY

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

Print

Save

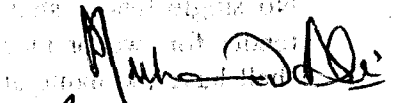
Reset



(f)

Sold to M/S Nazim Ahmad Shah Contractor for Rs 3000/-

Vide R.No. 426/No 22 Dt/ 13-2-2015 which will be received by the Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover on _____ at A.M / P.M.


Accountant of
Auqaf Hyderabad

No.

Works Department Auqaf

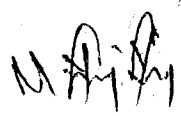
Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for works.

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the





work. Only one rate of percentage more or less on all the estimated and scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the sind from of Invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors wishing to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work which they refer to written outside the envelope.

5. The Executive Engineer Auqaf will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form Receipts for the earnest money, forwarded with the tender, shall be given to the contractors on the day the money is received. In the event of a tender being accepted, the contractors shall there-upon, for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be returned to the contractor making tender on his giving the receipt for the return of the money.

6. The Executive Engineer Auqaf, Sind shall have right of rejecting all or any of the tenders.

TENDER FOR WORKS

In figure as _____ I/We hereby tender for the execution of the Auqaf, well as in words _____ Department of the work specified in the underwritten memorandum within the time specified in such memorandum at*

civil work 17.90% above
electric 4.90% above
plumb 4.50% above

_____ % above / below the rates entered in the, estimates / schedule of rates mentioned in Rule No.1 and in accordance in all respects with the specifications, drawings and instructions in, writing referred to in Rule I here of and in clause 1.1. of annexed, conditions, and with such materials are as provided for, by and in all other respect in accordance with such conditions so for as applicable.

M. F. Khan

M. F. Khan

[Signature]



بنك الفلاح المحدود
BANK ALFALAH LIMITED
(5561) Plot# D-69, Block -7, Scheme-5,
Kehkashan Clifton, Karachi

Pay Order

A/C PAYEE ONLY

No. POICFKHI 00014177

Ref No. FT15047561000051

Date: 16 FEB 2015

Amount not over PKR 230,000.00 only

Rs. 230,000.00

Pay to the order of

CHIEF ADMINISTRATOR AUQAF HYDERABAD

Rupees

TWO HUNDRED THIRTY THOUSAND ONLY

Payable at issuing branch only

[Signature]
Authorised Signature
2015
[Signature]
Authorised Signature

Please do not write below this line

000141770530089

(c) Earnest money (2 percent)

Rs. 229260/-

(d) Security deposit (including earnest money) 0 percent

Rs.

(e) percentage, if any, to be deducted from bills (Rupees) Rs.

(f) Time allowed for the completion of work from date fixed: in written orders to commence _____ days _____ months _____ years.

(b) This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.

(c) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case where security deposit is taken see note to clause of conditions of contractor,

Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof to forfeit and pay to the Executive Engineer Auqaf or his successors in Office, the sums of money mentioned in the said conditions.

The sum of Rs. _____

is herewith forwarded in currency notes as earnest money (a) the fail value of which is to be absolutely forfeited to the Executive Engineer Auqaf or his successors in office. Should I/We not deposit the full amount of security specified in the above memorandum, in accordance with clause I(A) of the said conditions of contract, otherwise the sum of Rs. _____ shall be retained by the Executive Engineer Auqaf on account of such security deposit at aforesaid

Give particulars and numbers

Strike out(a) if no each security deposit it taken

[Signature]

(4)

(b) the full value of which shall be retained by the Executive Engineer Auqaf on account of the security deposit specified in clause I (B) of the said conditions of contract).

Strike out (b) If any cash security deposit is taken.

Signature of Contractor

Dated, the _____ day of _____ 20

Signature of contractor before submission of tender.

Signature of Witness

Address :-

Signature of witness of contractor's signature.

The above tender is hereby accepted at _____ %above below the schedule rates the Chief Administrator of Auqaf Sind at Hyderabad.

Executive Engineer of Auqaf Sindh, Hyderabad.

Dated, the _____ day of _____ 20

Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Security deposit

Clause 1 :- The person/persons, whose tender may be accepted (hereinafter called the contractor); shall (A) (within one day for a contract of Rs 1000/- or less two days for one of Rs 2000/- or less and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to the Executive Engineer (if deposited for more than twelve 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 the X.E.N (Auqaf) 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 the X.E.N, (Auqaf) by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as nontemplated at (A) above then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost

of the work, it shall be lawful for the X.E.N. (Auqaf) at the time of making any payment to the contractor for work done under the contract to make up the full percentage of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the Auqaf Deptt. 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 such sum which may be due or may become due to the contractor by the Auqaf Deptt. on any account what so-ever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contract shall within the days thereafter make good in cash, or 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.

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 preceded with all due diligence (time being to be 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 Executive Engineer, Auqaf (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown by the tenderer 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 any work exceeds one month to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before on half of such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, 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 X.E.N Auqaf (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provide always that entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Compensation for
delay.

- The will be the same percentage as that in the tender at
- The amount of this percentage (not exceeding 10 percent) will be fixed in every cast to suit requirement.

M. S. A. M.

Action when whole of security deposit is forfeited.

Clause 3. In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or deducted by installment), the X.E.N. Auqaf shall have power to adopt any of the following courses, as he may deem best audited to the interest of the Auqaf Department.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the X.E.N. Auqaf shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Auqaf Department.
- (b) To employ labour paid by the Auqaf Department & to supply materials to carry out the work, or any part of the work, debiting the contractor with the costs of the labour and the price of the materials of the amount of which cost & price a certificate of the X.E.N. Auqaf shall be final and conclusive against the contractor) and crediting him with the value of the work done, in the respects in the same manner and at the same rates as it has been carried out by the contractor under the terms and his contract; the certificate of the X.E.N. Auqaf as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted and of his hands, and to give it to another contractor to complete, in which such case may expenses which may be incurred in the excess of the sum which would have been paid to the original contractor, if the whole work has been executed by him (of the amount of which excess the certificate in writing of the X.E.N. Auqaf shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Auqaf Department under the contract otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

in the even of any of the above courses being adopted by the Executive Engineer Auqaf. The contractor shall have no claim to purchased or procured any materials or entered in to any engagements or made any advances on account of, or with a view to the execution of the work of the performance of the contract. And in case, the contract shall be rescinded under the provision aforesaid, the contractor shall not entitled to recover or be paid any sum for any work thereof under this contract unless and until the X.E.N (A), shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4: In any case in which any or the powers conferred upon the Executive Engineer Auqaf by clause 3 thereof, shall have become execrable and the same shall not be exercisable, the non-exercise thereof not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, he is declared liable to pay compensation to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected, to the event of the X.E.N Auqaf putting in force either of the powers (a) or (c) vested in him under the preceding clause, 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 thereon, belonging to the contractor, 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 of the contract rates or in case of these not being applicable, at current rates, to be certified by the X.E.N Auqaf whose certificate thereof shall be final, other wise the X.E.N Auqaf may be notice in verifying to the contractor or his clerk of the work, sub Engineer or other authorized agent require him to remove such tools, plant, material or stores from the premises (within a time to be specified such notice); and in the event of the contractor failing to comply with any such requisition, the X.E.N Auqaf may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the X.E.N Auqaf as to the expense of any such removal, and the amount of the proceeds of any such shall be final and conclusive against contractor.

Contractor remains liable to pay compensation if action not taken under clause 3.

power to take possession of or on require removal of or sell contractor's plant.

Clause 5: 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 it's execution or on any other ground he shall apply in writing to the X.E.N Auqaf within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and X.E.N Auqaf shall in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time which, in his opinion, be necessary or proper.

Extension of time.

Clause 6: On completion of the work, the contractor shall be furnished with a certificate by X.E.N Auqaf (hereinafter called the Engineer-in Charge) of completion, but on such certificate shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials

Final Certificate

and rubbish, and cleansed of the dirt from all wood work, doors, windows and floors, or other parts any building in, upon or about which the work is to be executed, or of which he may have had possession for the execution thereof, nor until the work shall have been measured by the Engineer-in Charge whose measurement shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for 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, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.

Payments on
intermediate
certificate to be
regarded as advances

Clause 7: No payments shall be made for works estimated to cost less than rupees on thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in case of work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof 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. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an addition of the due performance contract of any part thereof in any respect or the acquiring of any claim, nor shall it conclude determine or affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bill to be submitted
monthly

Clause 8: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all the work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement

for the purpose of having the same verified, and the claim, as far as admissible if possible, before the expiry of ten days from the presentation of the bill, If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 9: The contractor shall submit all bills on the printed forms to be have on application at the office of the Engineer-in-charge and the charges in the bill 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 tender at the rates hereinafter provided for such work.

Bill to on printed forms.

Clause 10: If the specifications or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it requires that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof at hereinafter mentioned being so far as practicable for the convenience of the contractor but not as in any way to control the meaning or effect of this contract specified in the schedule or memorandum thereto annexed). The contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set so and deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against, or from the security deposit, or the proceeds sale thereof. If the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Auqaf Department and shall not of any amount be removed from the site work, and shall at all times be open inspection by the

stores supplied by the
Auqaf Department

N. L. P.

Engineer-in-charge and such materials unused in perfectly good condition on determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand be shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or any wastage in or damage to any such materials.

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

Clause 11: The contractor shall execute the whole and part of the work in the most substantial and workman, and both as regards materials and otherwise in every respect in strict accordance with the specification. The Contractor shall also confirm exactly, full and faithfully to the designs, drawings, and instruction in writing relating to the work signed to the work signed by Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office hours, and the contractor shall, if he so requires, be entitled as his own expense to make or cause to be made copies of the specifications and of all such designs drawings, and instructions as aforesaid.

Alteration in specifications & designs do not invalidate contract.

Clause 12: The Executive Engineer Auqaf shall have power to make alterations in or additions to the original specifications, drawings, 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 which may be given to him in writing signed by the Engineer-in-charge or X.E.N (Auqaf) and such alteration shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same directions in all respects on which he agreed to be 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 extend in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as no proportion. And if the additional work includes any class of work of which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of the District and if such list men class of work is not entered in the

Extension of time in consequence of alterations.

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schedule of rates of the District, then contractors shall within seven days of the date of receipt 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 does not agree to the 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 incurred any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rates shall be fixed by the X.E.N, Auqaf in the event of a dispute, the decision of the chief Administrator Auqaf will be final.

Rates for works not in estimate, or schedule of rates of the District.

Clause 13: If any time after the commencement of the work, the Auqaf department shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full, but which he did not 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, drawings and instructions which shall involve any curtailment of the work so originally contemplated.

No compensation for alteration in or restriction of work to be carried out.

Clause 14: If 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 any inferior description, 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, otherwise not in accordance with the contract, that contractor shall, on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith, rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove too materials or articles so specified and provide other proper and suitable materials or 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 his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of once percent on the amount of the estimate for every day not exceeding ten days which his failure to do so shall continue, and in the case of any such failure, the Engineer-in-charge may rectify or

Action & compensation payable in case of bad work

remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

work to be open to inspection

Clause 15: All work under or in course of execution or 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 interior of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a reasonable agent duly accredited in writing present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if had given to the contractor himself.

Contractor or responsible agent to be present

Clause 16: The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or 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 be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of any work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work, or the materials with which the same was executed.

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

Clause 17: If the contractor, or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working, or any building, road, fence, enclosures, or grass land, or cultivated ground contiguous to the premises on which the work or part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatsoever or any imperfections become apparent in it within three months after a certificate, final or other, of its completion shall have been given by the Engineer-in-charge aforesaid, the contractor shall make the same good at his own expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workman, and deduct the

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expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may the or at any time thereafter become due to the contractor, or from his security deposit or proceed of sale thereof or of a sufficient portion thereof.

Clause 18: The Contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's store) plant, tools appliances, ladders cordage tackle scaffolding, and temporally works requisite for proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or 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 carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the measured materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any item and from time to time of the work or materials, Failing his so doing, the same may be provided by the Engineer-in-charge at expense of the contractor and the expenses may be deducted from any money due the contractor under the contract or from his security deposit or the proceeds of sale thereof. The contractor shall also provide all necessary fencing and light repaired to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law, 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 to compromise any claim by any such person.

Contractor to supply plant, ladders, scaffoldings etc.

And is liable for damages arising from non-provisions of lights, fencing etc.

Clause 19: The Contractor shall not set fire to any standing jungle, trees brushwood, or grass without a written permit from the Engineer-in-charge Auqaf.

Measures for prevention of fire.

When such permit is given and, also in all cases, when destroying out or digging up trees, brushwood, grass etc, by fire is necessary, the contractor shall take necessary measures

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to prevent such fire spreading to or otherwise surrounding property.

Any damage caused by spreading of such fire whether in or beyond the limits of the Municipal property, shall be made good by the contractor within a period specified by the X.E.N Auqaf or in default the amount of the damage may be made good by the X.E.N Auqaf the expense being recovered from the contractor as damages in the manner prescribed in class I, or deducted by the X.E.N Auqaf from any sum that may be due or become due from the Auqaf Department to the contractor under this contract or otherwise.

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

Clause 20: No female labour shall be employed within the limits of a Cantonment.

Work on Sundays,

Clause 21: No work shall be done on Sunday without sanction in writing of the Engineer-in-charge.

Work not be sublet.

Clause 22: The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Auqaf and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent, or commence any insolvency proceedings or made any composition with his creditors, or attempt to do so or if any bribe, gratuity, gift, loan, pre-requisite reward or advantage, pecuniary or otherwise shall either directly or any of his servants or agents on any public offices or person in the employ of the Auqaf Department in any way relating to his office or employment, or if any such office or person becomes in any way directly or indirectly interested in the contract the X.E.N. Auqaf may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited, and be absolutely at the disposal of the Auqaf Deptt: and the same consequences shall ensue as if the contract, have been rescinded under clause 3 hereof and in addition, the contractor shall not be entitled to recover or be paid of any work thereof actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

Sums payable by way of compensation to be

Clause 23: All sums payable by way of compensation under any of these conditions shall be considered as a reasonable compensation

to be applied to the use of the Auqaf Deptt: without reference to the actual loss or damage sustained, and whether or not and damage shall have been sustained.

Considered as reasonable compensation without reference to actual loss.

Clause 24: in case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the X.E.N Auqaf for his information.

Change of constitution of firm.

Clause 25: All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the Engineer-in-charge 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.

works to be under direction of the Engineer-in-charge.

Clause 26: Except where otherwise specified in the contract, the decision of the X.E.N of Auqaf shall be final conclusive and Ending on all parties to the contract upon all questions to the meaning of the specification, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship, or materials used on work or as to any other question claim, right matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates instructions, orders, of these conditions, or otherwise concerning the works or the execution or failure to execute same. whether arising during the progress of the work, or after the completion or abandonment thereof or the contract shall be final, conclusive and binding on the contractor.

Decision of the Chief Administrator of Aquaf Sind to be final

Clause 28: When the estimates on which a tender is made include lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such times, or if the work in process in not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay lump sum amount entered in the estimate and the certificate the 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 provision of this clause.

Lump sums in estimates

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Action where no specification

Clause 29: in the case of any case of work for which there is not such specification as is mentioned in rule 1, such work shall be carried out in accordance with the Marryat's specifications and in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of work

Clause 30: The expression "works" "work" where used in three conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the work by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Contractor's percentage who there applied to net or gross amount of bill

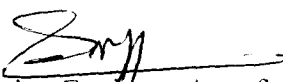
Clause 31: The percentage referred to at page 2 of the tender will be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

Clause 32: All quarry fees, royalties, octroi dues other similar charges shall be paid by the contractor, except where otherwise specially mentioned.

Clause 33: The Contractor shall be responsible for, and shall pay any compensation to his workman payable for injuries under the Workmen's Compensation Act, 1923 (VIII of 1923) hereinafter called the said Act. if such compensation is paid by the Auqaf Department as principal under sub-section (1) of section 12 of the said Act, on behalf of the contractor. It shall be recoverable by the Auqaf Deptt. from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner and in clause 1 of the condition of contract from.

Clause 34: Tender percentage shall not applied on transport charges.

Contractor


Executive Engineer Auqaf
Sindh, Hyderabad.



Ph: 022-9200495
Fax: 022-9200496

NO: AUQ (CAA) ENGG:HYD:/2015-147
OFFICE OF THE CHIEF ADMINISTRATOR
AUQAF SINDH HYDERABAD

DATED - 03/08/2015

To,

M/S Rajput Traders
Government Contractor

**SUBJECT:- CONSTRUCTION OF DARGAH Gul Shah Bukhari DISTRICT
Hyderabad**

Reference: **Your Tender dated 17-02-2015**

Your offer to Execute the above work at the rate mentioned bellow being lowest in competition is here by accepted as.

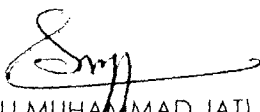
"Civil work" @ 14.50% above

"Electric work" @ 4.4% above

"Plumbing work" @ 4.4% above

You are therefore requested to start the work immediately and complete the same up to June, 2016 according to specification as per schedule under the supervision of Assistant Engineer Auqaf Department Hyderabad.

The quality of workmanship be maintained.


(ALI MUHAMMAD JAT)
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

DISTRIBUTION.

P.S to Chief Administrator Auqaf Sindh Hyderabad for favour of information.
Administrator Auqaf Hyderabad. Zone.
Accounts / Audit / Budget officer Auqaf Sindh Hyderabad.
Office Order file.

EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



10

OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD

NO:AUQ(CAA)ENGG:/2015- 143

DATED

To,

M/s Rajput Traders

Subject:- LETTER OF ACCEPTANCE


Ref:- Construction of Dargah Gu! Shah Bukhari at Hyderabad

Your offer B-I/B-II tender for the above work at (Civil work), 14.50% above G.I. Pipe (Sanitary Work), 4.4% Above (Sanitary Work), at Par (Electric Works) 4.4% on Schedule items along with Non-Schedule items amounting to Rs.2188457/- which comes to Rs.11274493/- (Rupees Eleven point Two Seven Four Million) only is hereby accepted.

The bid money of 2% of the bid Value submitted by you will be treated as "Performance Security" Remaining 8% amount will be deducted from each running bill as security deposit.

It should be noted that any typographical mistake or error in Schedule 'B' of the agreement will be red strictly as per Schedule of rates in force and that any change in Schedule 'B'/Estimate if made by the Consultant or Executive Engineer in the Government interest during execution of work, will be acceptable to you un-conditionally.

You are therefore requested to attend the office of the undersigned for signing of the agreement.


ALI MUHAMMAD JAT
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

1. Copy forwarded to Assistant Engineer Auqaf Sindh Hyderabad

EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



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**SCHEDULE _ F TO BID
(INTEGRITY PACT)
DECLARATION OF FEE COMMISSION AND BROKERAGE ETC PAYABLE BY
CONTRACTOR**

**(for contractor worth Rs.10.00 Million or More`
Contract No.AUQ(CAA)ENG:/2015-147 Dated:
Contract Value: Rs.11274493/-
Contract Title Construction of Dargah Gul Shah Bukhari at Hyderabad**

09/08/2015

M/s Rajput Traders hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or obligation or benefit from Government of Sindh (Gos) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Rajput Traders represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from Executive Engineer Auqaf, Sindh except that which has been expressly declared pursuant hereto.

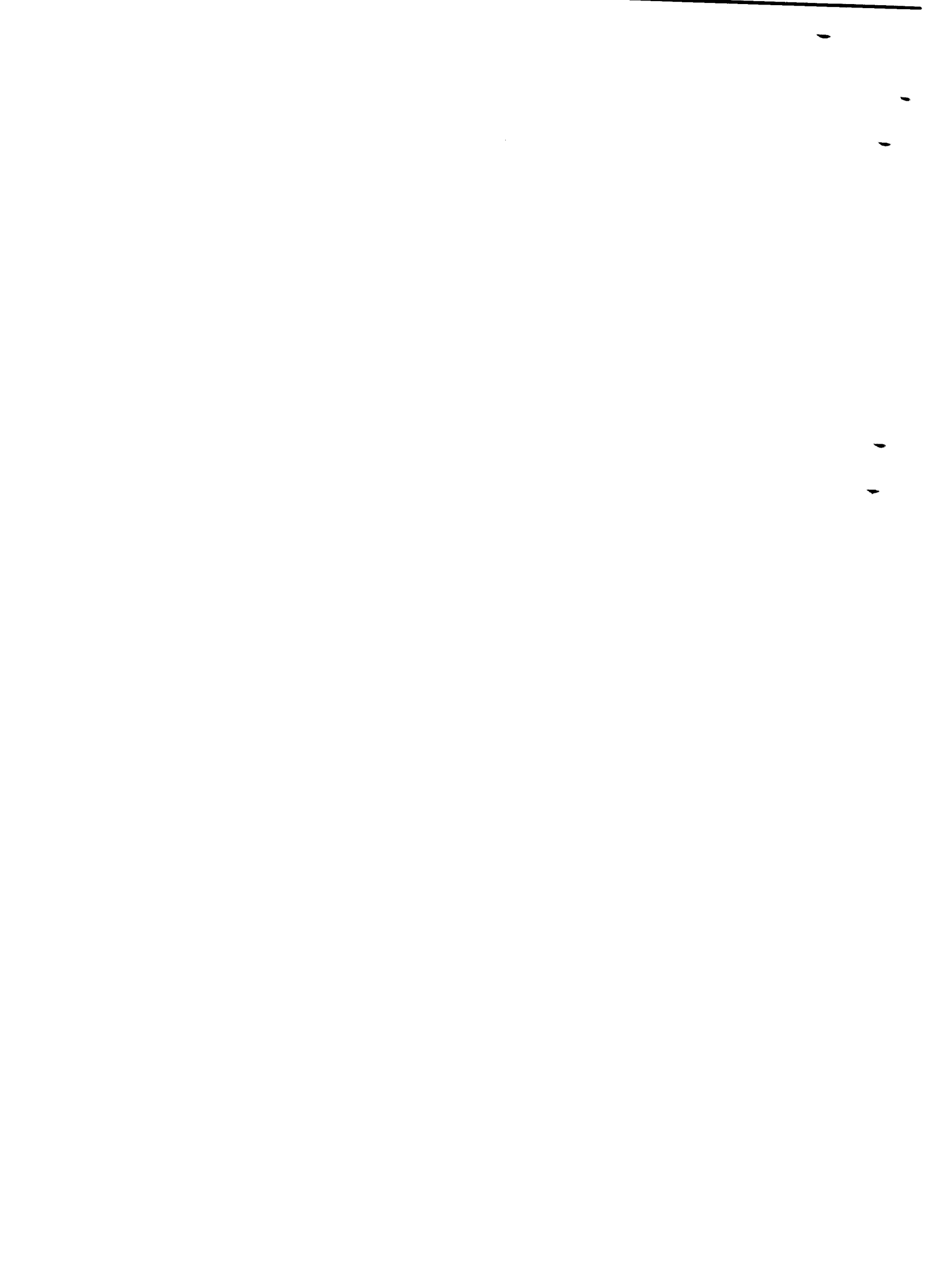
M/s Rajput Traders accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Rajput Traders accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agree that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any right and remedies exercised by PA in this regard, M/s Rajput Traders Supplier/Contractor /Consultant} agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by {name of Contractor} as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from PA.


{ Contractor}


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

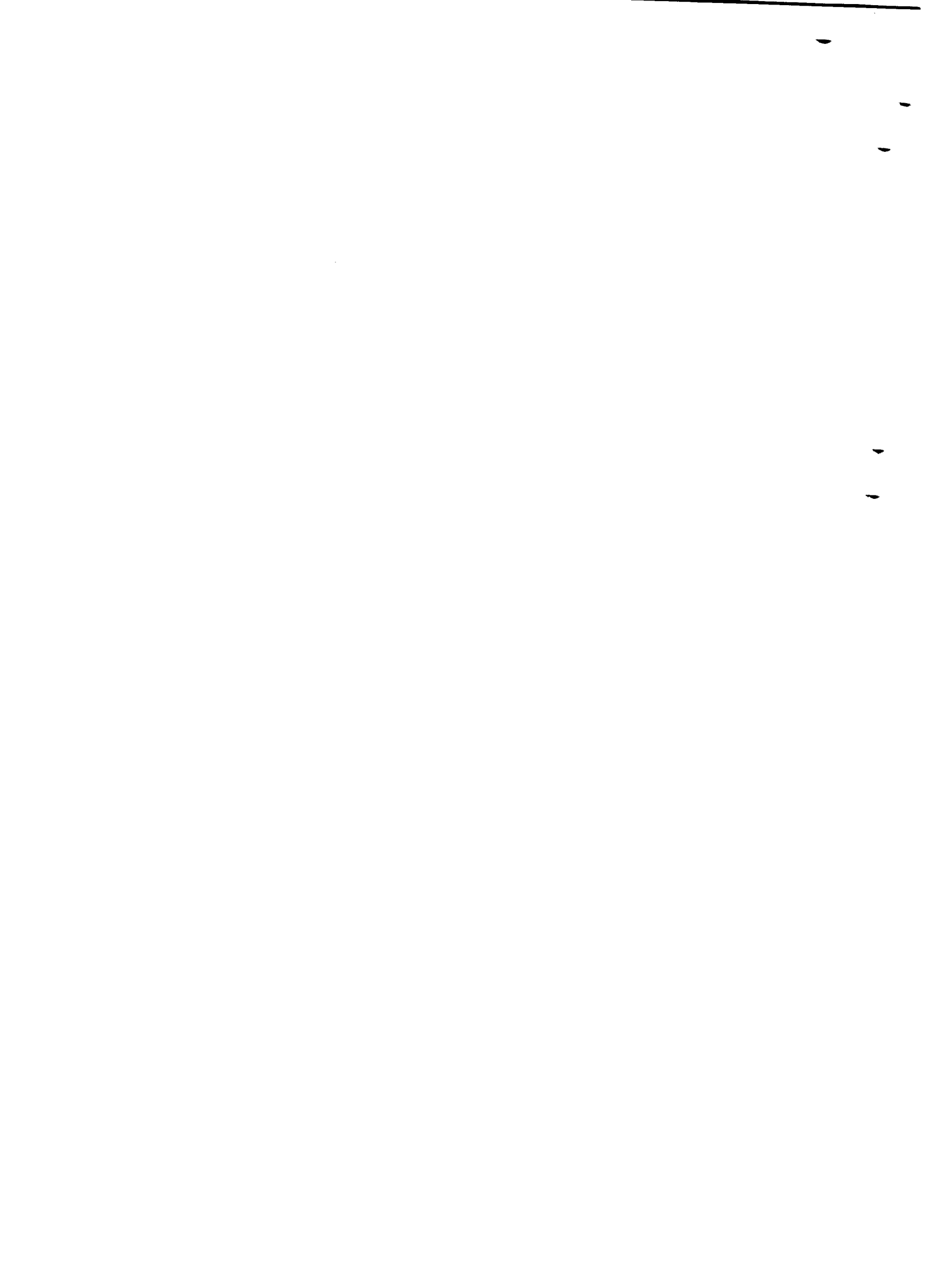
TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- AUQAF DEPARTMENT
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
 - 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial _____
 - 3) TITLE OF CONTRACT Engineering Branch _____
 - 4) TENDER NUMBER INF-KRY No.317/15 _____
 - 5) BRIEF DESCRIPTION OF CONTRACT Constt: of Dargah Gul Shah Bukhari at Hyderabad _____
 - 6) FORUM THAT APPROVED THE SCHEME Competant Authority _____
 - 7) TENDER ESTIMATED VALUE 10.812 (Million) _____
 - 8) ENGINEER'S ESTIMATE 11.274 (Million) _____
(For civil works only)
 - 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) June 2017 _____
 - 10) TENDER OPENED ON (DATE & TIME) 17.02.2015 _____
 - 11) NUMBER OF TENDER DOCUMENTS SOLD ⁵ _____
(Attach list of buyers)
 - 12) NUMBER OF BIDS RECEIVED ⁵ _____
 - 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS ⁵ _____
 - 14) BID EVALUATION REPORT Attached _____
(Enclose a copy)
 - 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Rajput Traders _____
 - 16) CONTRACT AWARD PRICE 11.274 (Million) _____
 - 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
i) M/s Rajput Traders _____
ii) M/s Zafar & Company _____
iii) M/s Jiya Enterprises _____

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

- | | | | |
|----|--|-------------|--|
| a) | SINGLE STAGE - ONE ENVELOPE PROCEDURE | Local _____ | <input type="checkbox"/> Domestic/ Local |
| b) | SINGLE STAGE - TWO ENVELOPE PROCEDURE | _____ | <input checked="" type="checkbox"/> |
| c) | TWO STAGE BIDDING PROCEDURE | _____ | <input checked="" type="checkbox"/> |
| d) | TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE | _____ | <input checked="" type="checkbox"/> |

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



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	I.D # 22 609 Dated 01.02.2015
No	

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

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

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

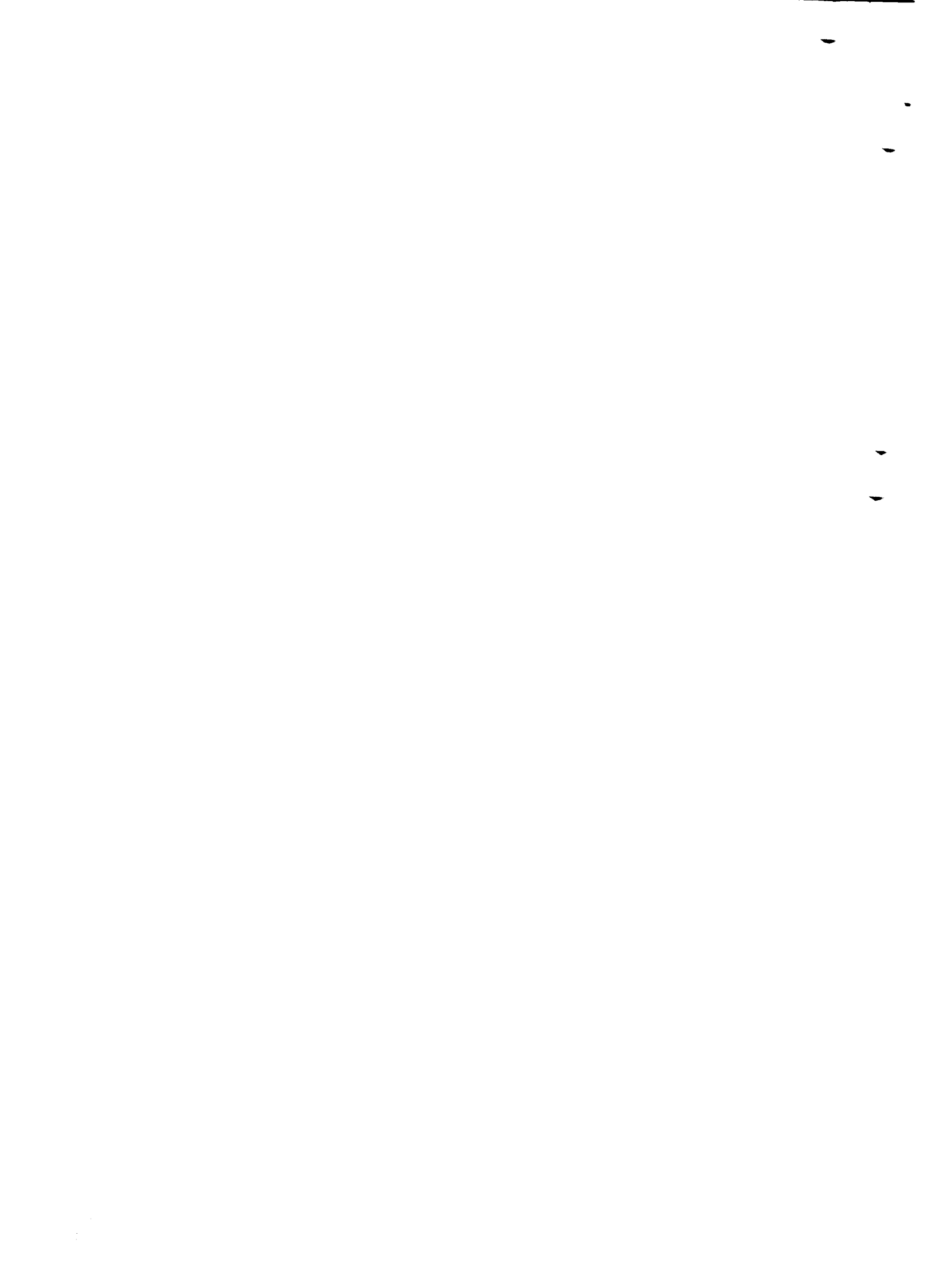
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

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	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

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

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

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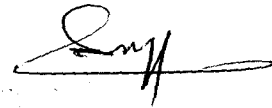
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

Yes	x
No	

Signature & Official Stamp of
Authorized Officer _____



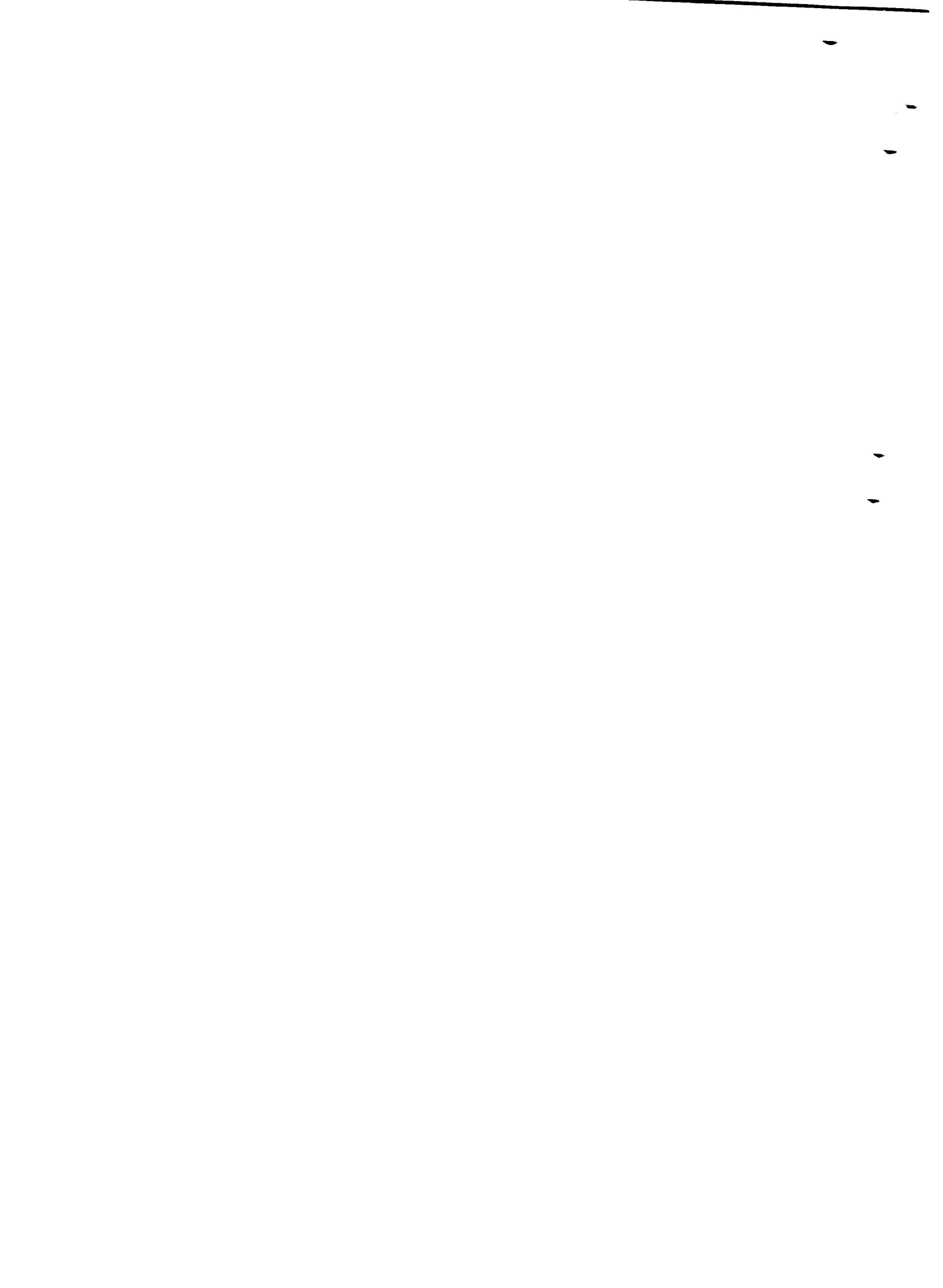
FOR OFFICE USE ONLY

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

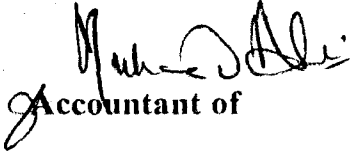
Print

Save

Reset



Sold to M/s Rajput traders Contractor for Rs 3000/-
Vide R.No 24 Book No 426 Dt/ 03-8-2015 which will be received by the
Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover on
_____ at A.M / P.M.


Accountant of
Auqaf Hyderabad

No.

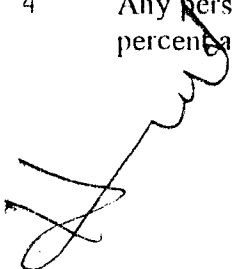
Works Department Auqaf

Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for works.

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the



work. Only one rate of percentage more or less on all the estimated and scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the sind from of Invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors wishing to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work which they refer to written outside the envelope,

5. The Executive Engineer Auqaf will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form Receipts for the earnest money, forwarded with the tender, shall be given to the contractors on the day the money is received. In the event of a tender being accepted, the contractors shall there-upon, for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be returned to the contractor making tender on his giving the receipt for the return of the money.
6. The Executive Engineer Auqaf, Sind shall have right of rejecting all or any of the tenders.

TENDER FOR WORKS

- In figure as I/We hereby tender for the execution of the Auqaf, well as In words Department of the work specified in the underwritten memorandum within the ~~Rule~~ specified in such memorandum at*

*14.55% above civil works
4.07% - elect. works
4.07% above plumbing*

_____ % above / below the rates entered in the, estimates / schedule of rates mentioned in Rule No.I and in accordance in all respects with the specifications, drawings and instructions in, writing referred to in Rule I here of and in clause 1.1 of annexed, conditions, and with such materials are as provided for, by and in all other respect in accordance with such conditions so for as applicable.

[Handwritten signature]

(4)

(b) the full value of which shall be retained by the Executive Engineer Auqaf on account of the security deposit specified in clause I (B) of the said conditions of contract).

Strike out (b) If any cash security deposit is taken.

Signature of Contractor

Dated, the _____ day of _____ 20____

Signature of contractor before submission of tender.

Signature of Witness .

Address :-

Signature of witness of contractor's signature.

The above tender is hereby accepted at _____ %above below the schedule rates the Chief Administrator of Auqaf Sind at Hyderabad.

Executive Engineer of Auqaf Sindh, Hyderabad.

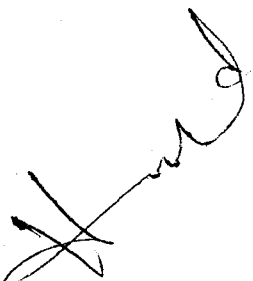
Dated, the _____ day of _____ 20____

Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Security deposit

Clause 1 :- The person/persons, whose tender may be accepted (hereinafter called the contractor); shall (A) (within one day for a contract of Rs 1000/- or less two days for one of Rs 2000/- or less and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to the Executive Engineer (if deposited for more than twelve 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 the X.E.N (Auqaf) 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 the X.E.N, (Auqaf) by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as nontemplated at (A) above then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost



of the work, it shall be lawful for the X.E.N. (Auqaf) at the time of making any payment to the contractor for work done under the contract to make up the full percentage of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the Auqaf Deptt. 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 such sum which may be due or may become due to the contractor by the Auqaf Deptt. on any account what so-ever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within the days thereafter make good in cash, or 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.

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 preceded with all due diligence (time being to be 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 Executive Engineer Auqaf (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown by the tenderer 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 any work exceeds one month to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before on half of such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, 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 X.E.N. Auqaf (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provide always that entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender

Compensation for
delay.

- The will be the same percentage as that in the tender at
- The amount of this percentage (not exceeding 10 percent) will be fixed in every case to suit requirement.

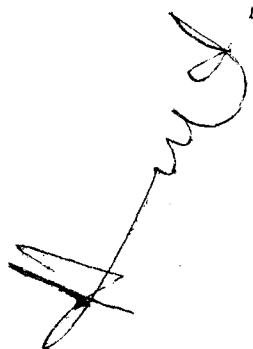
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Action when whole of security deposit is forfeited.

Clause 3. In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or deducted by installment), the X.E.N , Auqaf shall have power to adopt any of the following courses, as he may deem best audited to the interest of the Auqaf Department.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the X.E.N Auqaf shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Auqaf Department.
- (b) To employ labour paid by the Auqaf Department & to supply materials to carry out the work, or any part of the work, debiting the contractor with the costs of the labour and the price of the materials of the amount of which cost & price a certificate of the X.E.N Auqaf shall be final and conclusive against the contractor) and crediting him with the value of the work done, in the respects in the same manner and at the same rates as it has been carried out by the contractor under the terms and his contract; the certificate of the X.E.N Auqaf as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted and of his hands, and to give it to another contractor to complete, in which such case may expenses which may be incurred in the excess of the sum which would have been paid to the original contractor, if the whole work has been executed by him (of the amount of which excess the certificate in writing of the X.E.N. Auqaf shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Auqaf Department under the contract otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

in the even of any of the above courses being adopted by the Executive Engineer Auqaf. The contractor shall have no claim to purchased or procured any materials or entered in to any engagements or made any advances on account of, or with a view to the execution of the work of the performance of the contract. And in case, the contract shall be rescinded under the provision aforesaid, the contractor shall not entitled to recover or be paid any sum for any work thereof under this contract unless and until the X.E.N (A), shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.



Clause 4: In any case in which any or the powers conferred upon the Executive Engineer Auqaf by clause 3 thereof, shall have become execrable and the same shall not be exercisable, the non-exercise thereof not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, he is declared liable to pay compensation to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected, to the event of the X.E.N Auqaf putting in force either of the powers (a) or (c) vested in him under the preceding clause, 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 thereon, belonging to the contractor, 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 of the contract rates or in case of these not being applicable, at current rates, to be certified by the X.E.N Auqaf whose certificate thereof shall be final, other wise the X.E.N Auqaf may be notice in verifying to the contractor or his clerk of the work, sub Engineer or other authorized agent require him to remove such tools, plant, material or stores from the premises (within a time to be specified such notice); and in the event of the contractor failing to comply with any such requisition, the X.E.N Aqua may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the X.E.N Auqaf as to the expense of any such removal, and the amount of the proceeds of any such shall be final and conclusive against contractor.

Contractor remains liable to pay compensation if action not taken under clause 3.

power to take possession of or on require removal of or sell contractor's plant

Clause 5: 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 it's execution or on any other ground he shall apply in writing to the X.E.N Auqaf within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and X.E.N Auqaf shall in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time which, in his opinion, be necessary or proper.

Extension of time.

Clause 6: On completion of the work, the contractor shall be furnished with a certificate by X.E.N Auqaf (hereinafter called the Engineer-in Charge) of completion, but on such certificate shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials

Final Certificate

and rubbish, and cleaned of the dirt from all wood work, doors, windows with flowers; or other parts any building in, upon or about which the work is to be executed, or of which he may have had possession for the execution thereof, nor until the work shall have been measured by the Engineer-in Charge whose measurement shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for 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, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.

Payments on intermediate certificate to be regarded as advances

Clause 7. No payments shall be made for works estimated to cost less than rupees on thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in case of work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof 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. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an addition of the due performance contract of any part thereof in any respect or the acquiring of any claim, nor shall it conclude determine or affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bill to be submitted monthly

Clause 8. A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all the work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement



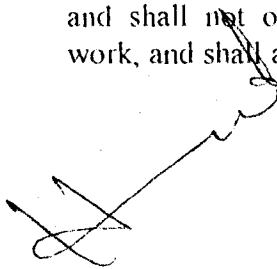
for the purpose of having the same verified, and the claim, as for as admissible if possible, before the expiry of ten days from the presentation of the bill, Is the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant. and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 9: The contractor shall submit all bills on the printed forms to be have on application at the office of the Engineer-in-charge and the charges in the bill 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 tender at the rates hereinafter provided for such work.

Bill to on printed forms.

Clause 10: If the specifications or estimate of the work provides for the use of any special description of materials to be supplied form the Engineer-in-charge's store, or if it requires that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof at hereinafter mentioned being so far as practicable for the convenience of the contractor but not as in any way to control the meaning or effect of this contract specified in the schedule or memorandum thereto annexed). The contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set so and deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against, or from the security deposit, or the proceeds sale thereof. If the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Auqaf Department and shall not of any amount be removed from the site work, and shall at all times be open inspection by the

stores supplied by the
Auqaf Department



Engineer-in-charge and such materials unused in perfectly good condition on determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or any wastage in or damage to any such materials.

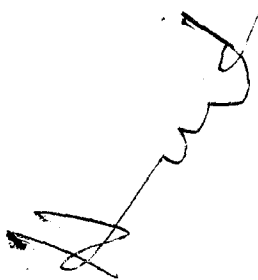
work to be executed in accordance with specification drawings, orders & etc.

Clause 11: The contractor shall execute the whole and part of the work in the most substantial and workman, and both as regards materials and otherwise in every respect in strict accordance with the specification. The Contractor shall also confirm exactly, full and faithfully to the designs, drawings, and instruction in writing relating to the work signed to the work signed by Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office hours, and the contractor shall, if he so requires, be entitled as his own expense to make or cause to be made copies of the specifications and of all such designs drawings, and instructions as aforesaid.

Alteration in specifications & designs do not invalidate contract.

Clause 12 : The Executive Engineer Auqaf shall have power to make alterations in or additions to the original specifications, drawings, 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 which may be given to him in writing signed by the Engineer-in-charge or X.E.N (Auqaf) and such alteration shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same directions in all respects on which he agreed to be 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 extend in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as no proportion. And if the additional work includes any class of work of which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of the District and if such list men class of work is not entered in the

Extension of time in consequence of alterations.



schedule of rates of the District, then contractors shall within seven days of the date of receipt 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 does not agree to the rate he shall, be 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 incurred any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rates shall be fixed by the X.E.N, Auqaf in the event of a dispute, the decision of the chief Administrator Auqaf will be final.

Rates for works not in estimate, or schedule of rates of the District.

Clause 13: If any time after the commencement of the work, the Auqaf department shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full, but which he did not 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, drawings and instructions which shall involve any curtailment of the work so originally contemplated.

No compensation for alteration in or restriction of work to be carried out.

Clause 14: If it shall appear to the Engineer-in-charge or his subordinate incharge of the work, that any work has been executed with unsound, Imperfect, or unskillful workmanship or with materials of any inferior description, 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, other-wise not in accordance with the contract, that contractor shall, on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith, rectify, or remove and reconstruct the work so specified in whole or in part. as the case may require or as the case may be remove too materials or articles so specified and provide other proper and suitable materials or 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 his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of once percent on the amount of the estimate for every day not exceeding ten days which his failure to do so shall continue, and in the case of any such failure, the Engineer-in-charge may rectify or

Action & compensation payable in case of bad work

remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

work to be open to inspection

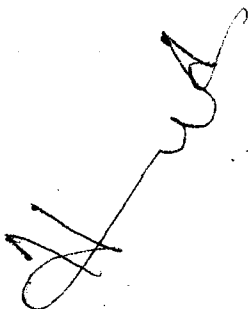
Clause 15: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at times during the usual working hours, and at all other times at which reasonable notice of the interior of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a reasonable agent duly accredited in writing present for that purpose, Order given to the contractor's agent shall be considered to have the same force as if had given to the contractor himself.

Contractor or responsible agent to be present

Clause 16: The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or 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 be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of any work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work, or the materials with which the same was executed.

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

Clause 17: If the contractor, or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosures, or grass land, or cultivated ground contiguous to the premises on which the work or part of it is being executed, or if any damage shall happen to the work while in progress; from any cause whatsoever or any imperfections become apparent in it within three months after a certificate, final or other, of its completion shall have been given by the Engineer-in-charge aforesaid, the contractor shall make the same good at his own expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workman, and deduct the



expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may the or at any time thereafter become due to the contractor, or from his security deposit or proceed of sale thereof or of a sufficient portion thereof.

Clause 18: The Contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's store) plant, tools appliances, ladders cordage tackle scaffolding, and temporally works requisite for proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or 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 carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the measured materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any item and from time to time of the work or materials, Failing his so doing, the same may be provided by the Engineer-in-charge at expense of the contractor and the expenses may be deducted from any money due the contractor under the contract or from his security deposit or the proceeds of sale thereof. The contractor shall also provide all necessary fencing and light repaired to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law, 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 to compromise any claim by any such person.

Contractor to supply plant, ladders, scaffoldings etc.

And is liable for damages arising from non-provisions of lights, fencing etc.

Clause 19: The Contractor shall not set fire to any standing jungle, trees brushwood, or grass without a written permit from the Engineer-in-charge Auqaf.

Measures for prevention of fire.

When such permit is given and, also in all cases, when destroying out or digging up trees, brushwood, grass etc, by fire is necessary, the contractor shall take necessary measures

to prevent such fire spreading to or otherwise surrounding property.

Any damage caused by spreading of such fire whether in or beyond the limits of the Municipal property, shall be made good by the contractor within a period specified by the X.E.N Auqaf or in default the amount of the damage may be made good by the X.E.N Auqaf the expense being recovered from the contractor as damages in the manner prescribed in class I, or deducted by the X.E.N Auqaf from any sum that may be due or become due from the Auqaf Department to the contractor under this contract or otherwise.

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

Clause 20 : No female labour shall be employed within the limits of a Cantonment.

Work on Sundays,

Clause 21: No work shall be done on Sunday without sanction in writing of the Engineer-in-charge.

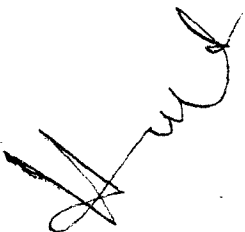
Work not be sublet.

Clause 22: The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Auqaf and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent, or commence any insolvency proceedings or made any composition with his creditors, or attempt to do so or if any bribe, gratuity, gift, loan, pre-requisite reward or advantage, pecuniary or otherwise shall either directly or any of his servants or agents on any public offices or person in the employ of the Auqaf Department in any way relating to his office or employment, or if any such office or person becomes in any way directly or indirectly interested in the contract the X.E.N. Auqaf may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited, and be absolutely at the disposal of the Auqaf Deptt: and the same consequences shall ensure as if the contract, have been rescinded under clause 3 hereof and in addition, the contractor shall not be entitled to recover or be paid of any work thereof actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

Sums payable by way of compensation to be

Clause 23: All sums payable by way of compensation under any of these conditions shall be considered as a reasonable compensation



to be applied to the use of the Auqaf Deptt: without reference to the actual loss or damage sustained, and whether or not and damage shall have been sustained.

Considered as reasonable compensation without reference to actual loss.

Clause 24: in case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the X.E.N Auqaf for his information.

Change of constitution of firm.

Clause 25: All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the Engineer-in-charge 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.

works to be under direction of the Engineer-in-charge.

Clause 26: Except where otherwise specified in the contract, the decision of the X.E.N of Auqaf shall be final conclusive and Ending on all parties to the contract upon all questions to the meaning of the specification, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship, or materials used on work or as to any other question claim, right matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates instructions, orders, of these conditions, or otherwise concerning the works or the execution or failure to execute same. whether arising during the progress of the work, or after the completion or abandonment thereof or the contract shall be final, conclusive and binding on the contractor.

Decision of the Chief Administrator of Auqaf Sind to be final

Clause 28: When the estimates on which a tender is made include lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such times, or if the work in process in not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay lump sum amount entered in the estimate and the certificate the 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 provision of this clause.

Lump sums in estimates

Action where no specification

Clause 29: in the case of any case of work for which there is not such specification as is mentioned in rule 1, such work shall be carried out in accordance with the Marryat's specifications and in accordance with the instructions and requirements of the Engineer-in-charge.

Defination of work

Clause 30: The expression "works" "work" where used in three conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the work by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

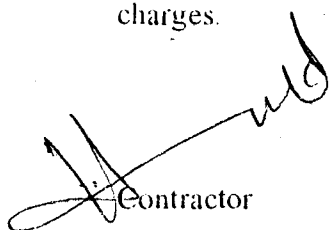
Contractor's percentage who there applied to net or gross amount of bill

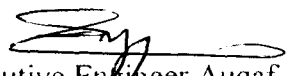
Clause 31: The percentage referred to at page 2 of the tender will be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

Clause 32: All quarry fees, royalties, octroi dues other similar charges shall be paid by the contractor, except where otherwise specially mentioned.

Clause 33: The Contractor shall be responsible for, and shall pay any compensation to his workman payable for injuries under the Workmen's Compensation Act, 1923 (VIII of 1923) hereinafter called the said Act. if such compensation is paid by the Auqaf Department as principal under sub-section (1) of section 12 of the said Act, on behalf of the contractor. It shall be recoverable by the Auqaf Deptt: from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner and in clause 1 of the condition of contract from.

Clause 34: Tender percentage shall not applied on transport charges.


Contractor


Executive Engineer Auqaf
Sindh, Hyderabad.

OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD

NO:AUQ(CAA)ENGG:/2015-AC 148

DATED

21/8/2015

To,

M/s AMB & Co:

Subject:- LETTER OF ACCEPTANCE


Ref:- Construction Allied facilities at Dargah Shah Abdul karim Bulri District Tando Muhammad Khan

Your offer B-I/B-II tender for the above work at (Civil work), 18% above G.I. Pipe (Sanitary Work), 5% Above (Sanitary Work), at Par (Electric Works) 5% on Schedule items along with Non-Schedule items amounting to Rs.262800/- which comes to Rs.32411786/- (Rupees Thirty Two point Four One One Million) only is hereby accepted.

The bid money of 2% of the bid Value submitted by you will be treated as "Performance Security" Remaining 8% amount will be deducted from each running bill as security deposit.

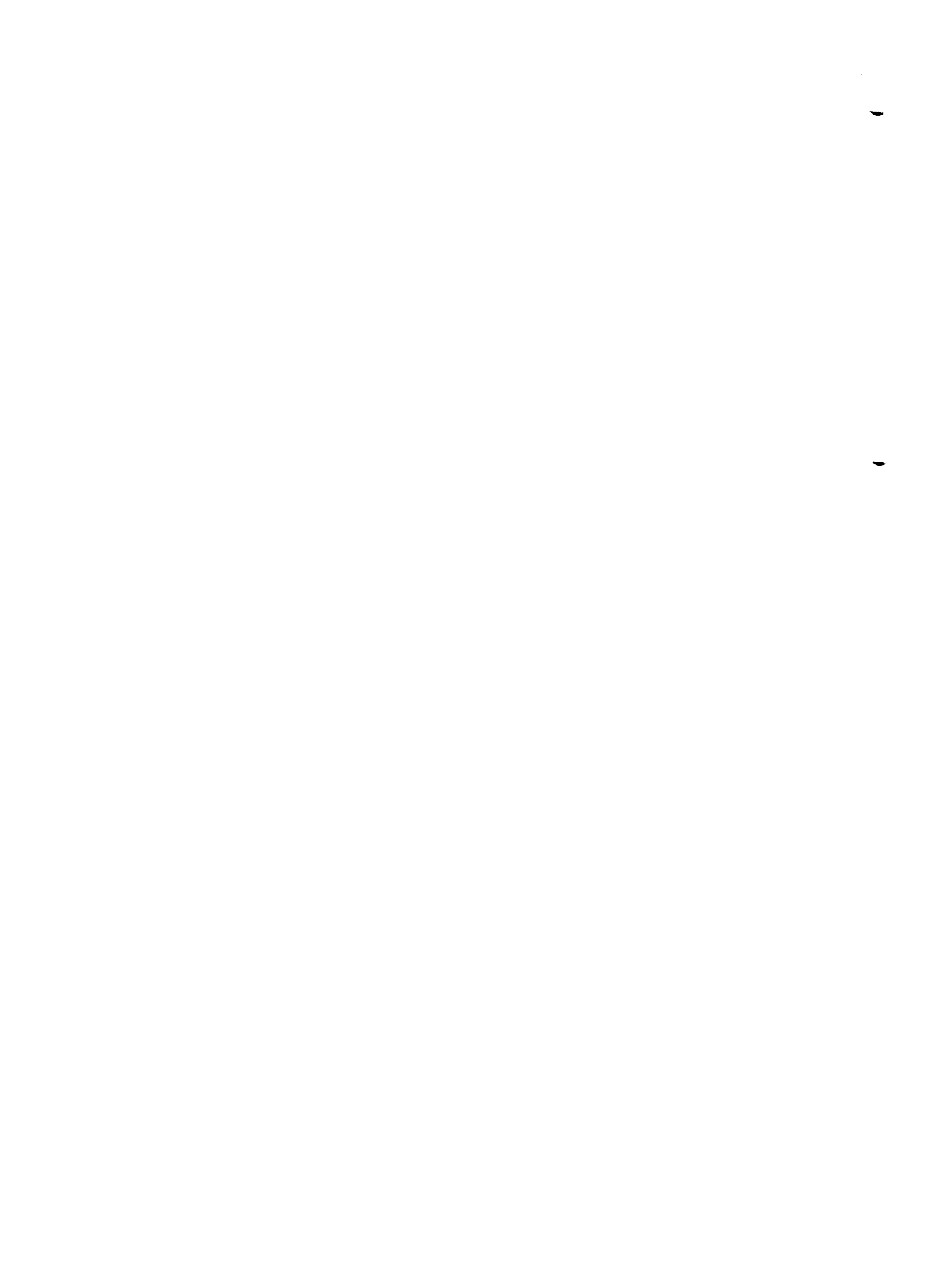
It should be noted that any typographical mistake or error in Schedule 'B' of the agreement will be red strictly as per Schedule of rates in force and that any change in Schedule 'B'/Estimate if made by the Consultant or Executive Engineer in the Government interest during execution of work, will be acceptable to you un-conditionally.

You are therefore requested to attend the office of the undersigned for signing of the agreement.


ALI MUHAMMAD JAT
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

1. Copy forwarded to Assistant Engineer Auqaf Sindh Hyderabad

EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



**SCHEDULE _ F TO BID
(INTEGRITY PACT)
DECLARATION OF FEE COMMISSION AND BROKERAGE ETC PAYABLE BY
CONTRACTOR**

(for contractor worth Rs.10.00 Million or More)

Contract No.AUQ(CAA)ENG:/2015-146 Dated

03/08/2015

Contract Value:Rs.32411786/-

Contract Title Construction Allied facilities at Dargah Shah Abdul karim Bulri District Tando
Muhammad Khan

M/s AMB & Co: hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or obligation or benefit from Government of Sindh (Gos) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s AMB & Co: represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from Executive Engineer Auqaf, Sindh except that which has been expressly declared pursuant hereto.


M/s AMB & Co: accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s AMB & Co: accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agree that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any right and remedies exercised by PA in this regard, M/s AMB & Co: Supplier/Contractor /Consultant} agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s AMB & Co: as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from PA.



{Contractor}


EXECUTIVE ENGINEER AUQAF
SINDH HYDRABAD





Ph: 022-9200495
Fax: 022-9200496

NO: AUQ (CAA) ENGG:HYD:/2015-146
OFFICE OF THE CHIEF ADMINISTRATOR
AUQAF SINDH HYDERABAD

DATE: 03/08/2015

To,

M/S AMB & Co:
Government Contractor

**SUBJECT:- CONSTRUCTION & ALLIED FACILITIES AT DARGAH SHAH ABDUL KARIM
BULRI DISTRICT TNADO MUHAMMAD KHAN**

Reference: **Your Tender dated**

Your offer to Execute the above work at the rate mentioned bellow being lowest in competition is here by accepted as.

"Civil work" @ 18% above
"Electric work" @ 5% above
"Plumbing work" @ 5% above

You are therefore requested to start the work immediately and complete the same up to June, 2016 according to specification as per schedule under the supervision of Assistant Engineer Auqaf Department Hyderabad.

The quality of workmanship be maintained.

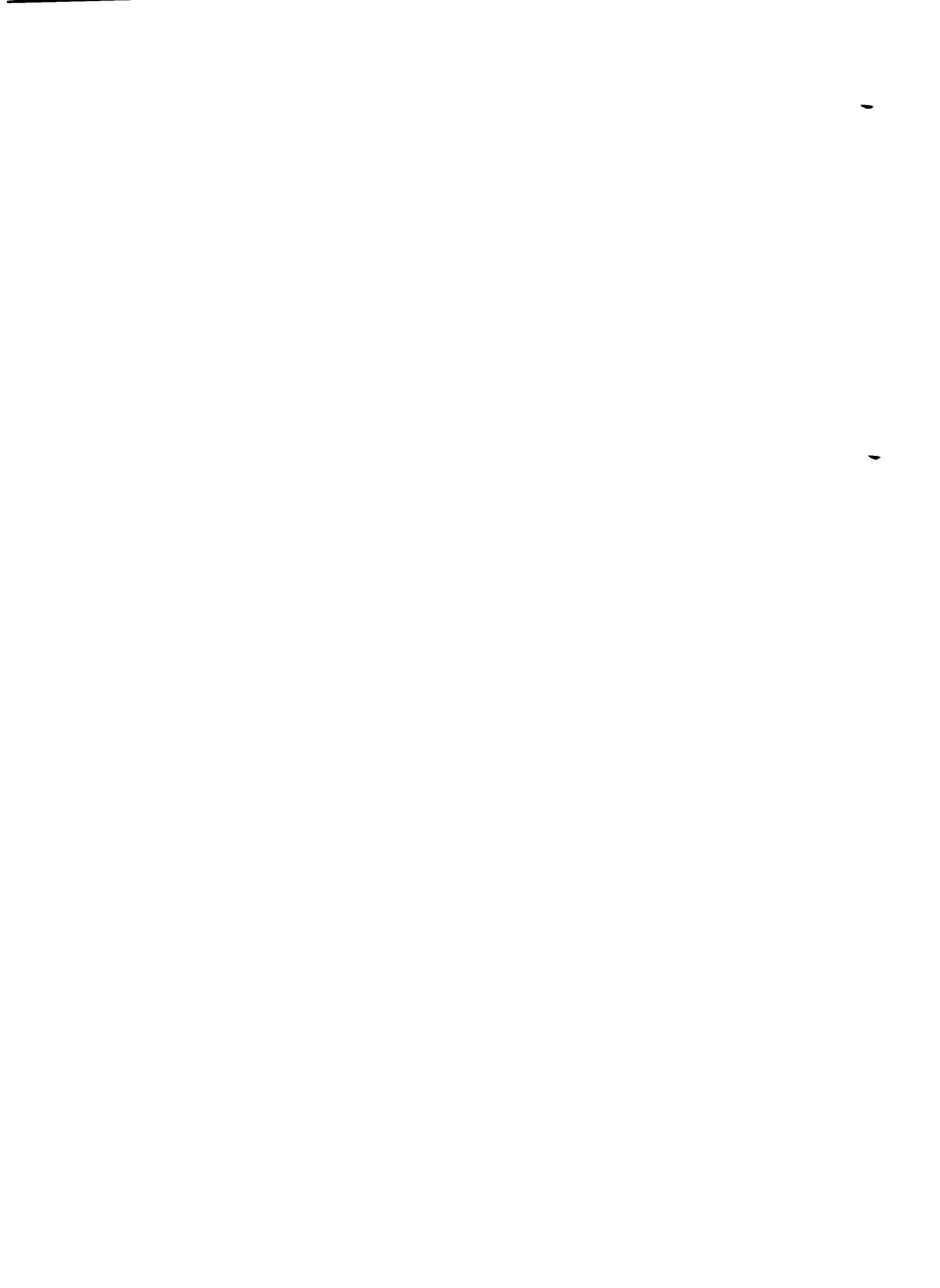
(ALI MUHAMMAD JAT)
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

DISTRIBUTION.

1. P.S to Chief Administrator Auqaf Sindh Hyderabad for favour of information.
2. Administrator Auqaf Hyderabad. Zone.
3. Accounts / Audit / Budget officer Auqaf Sindh Hyderabad.
4. Office Order file.


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

*Received
Ali Muhammad Jat*



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

	AUQAF DEPARTMENT
1) NAME OF THE ORGANIZATION / DEPTT.	_____
2) PROVINCIAL / LOCAL GOVT./ OTHER	Provincial _____
3) TITLE OF CONTRACT	Engineering Branch _____
4) TENDER NUMBER	INF-KRY No.317/15 _____
5) BRIEF DESCRIPTION OF CONTRACT	Constt. & Allied Facilities at D/Shah Abdul Karim Bulri _____
6) FORUM THAT APPROVED THE SCHEME	Competant Authority _____
7) TENDER ESTIMATED VALUE	29.767 (Million) _____
8) ENGINEER'S ESTIMATE (For civil works only)	32.411 (Million) _____
9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	June 2017 _____
10) TENDER OPENED ON (DATE & TIME)	17.02.2015 _____
11) NUMBER OF TENDER DOCUMENTS SOLD ⁶ (Attach list of buyers)	_____
12) NUMBER OF BIDS RECEIVED	5 _____
13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	5 _____
14) BID EVALUATION REPORT (Enclose a copy)	Attached _____
15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	M/s AMB & Co: _____
16) CONTRACT AWARD PRICE	32.411 (Million) _____
17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	i) M/s AMB & Co: _____ ii) M/s Ali Jumani _____ iii) M/s Jiya Enter Prises _____

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

- | | | |
|---|-------------|-------------------------------------|
| a) SINGLE STAGE - ONE ENVELOPE PROCEDURE | Local _____ | Domestic/ Local |
| b) SINGLE STAGE - TWO ENVELOPE PROCEDURE | _____ | <input checked="" type="checkbox"/> |
| c) TWO STAGE BIDDING PROCEDURE | _____ | <input checked="" type="checkbox"/> |
| d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE | _____ | <input checked="" type="checkbox"/> |

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



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"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	I.D # 22609 Dated: 01.02.2015
No	

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

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

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

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

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

Yes	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

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

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

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

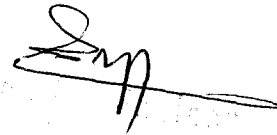
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

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

Yes	x
No	

Signature & Official Stamp of
Authorized Officer _____



FOR OFFICE USE ONLY

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

Print

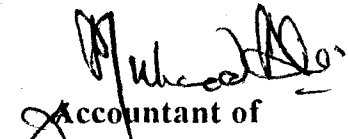
Save

Reset



(A)

Sold to M/S AMB & CO Contractor for Rs 4000/-
 Vide R.No. 23 WORK NO 426 DU 13/2/2015 which will be received by the
 Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover on
 _____ at A.M / P.M.


 Accountant of
 Auqaf Hyderabad

No.

Works Department Auqaf

Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for works.

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the



work. Only one rate of percentage more or less on all the estimated and scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the sind from of Invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors wishing to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work which they refer to written outside the envelope,

5. The Executive Engineer Auqaf will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form Receipts for the earnest money, forwarded with the tender, shall be given to the contractors on the day the money is received. In the event of a tender being accepted, the contractors shall there-upon, for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be returned to the contractor making tender on his giving the receipt for the return of the money.
6. The Executive Engineer Auqaf, Sind shall have right of rejecting all or any of the tenders.

TENDER FOR WORKS

- In figure as well as in words I/We hereby tender for the execution of the Auqaf, Department of the work specified in the underwritten memorandum on the time specified in such memorandum at*

Handwritten notes:
 Civil works 18% above
 Electric 5.0% above
 Plumbing 5% above

Signature: [Handwritten signature]

Signature: [Handwritten signature]

Signature: [Handwritten signature]

_____ % above / below the rates entered in the, estimates / schedule of rates mentioned in Rule No.1 and in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule I here of and in clause 1.1 of annexed, conditions, and with such materials are as provided for, by and in all other respect in accordance with such conditions so far as applicable.

R
O
T
When sent
Date: 11/11/2018
5:00 PM

i
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E
I/
at
[Handwritten signature]



The Bank of Punjab RECEIPT (NOT TRANSFERABLE)

No. 175135

HYDERABAD

CDR No: 0000034391 Issued On: 12/02/15

Not Over Rs. *****600,000.00

Received From: CHIEF ADMINISTRATOR OKAF SINDH On A/C Of: M/S AMB & CO

The Sum of Rs: Six Hundred Thousand Only

Rs. *****600,000.00

as a Deposit repayable at call

For the Bank of Punjab

Authorized Signature

When payment is required, this Receipt must be returned to the Bank duly discharged by the Depositor under the words 'Received payment'. Note: The Bank reserves the right to refund the amount to the purchaser in the absence of notice & discharge.

* 1 7 5 1 3 5 0 * 0 8 3 0 2 8 2 * 0 0 0 0 0 0 0 0 0 0 0 0 * 0 8 0 *

separate list

Distt: Tandomed Khan

- (b) Estimated cost without contingencies Rs. 29-767/00 (c) Earnest money (2 percent) Rs. 595340/- (d) Security deposit (including earnest money) 0 percent Rs. (e) percentage, if any, to be deducted from bills (Rupees) Rs. (f) Time allowed for the completion of work from date fixed: in written orders to commence ___ days ___ months ___ years.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof to forfeit and pay to the Executive Engineer Auqaf or his successors in Office, the sums of money mentioned in the said conditions.

The sum of Rs _____

is herewith forwarded in currency notes as earnest money (a) the full value of which is to be absolutely forfeited to the Executive Engineer Auqaf or his successors in office, Should I/We not deposit the full amount of security specified in the above memorandum, in accordance with clause I(A) of the said conditions of contract, otherwise the sum of Rs _____ shall be retained by the Executive Engineer Auqaf on account of such security deposit at aforesaid

Give particulars and numbers

Strike out(a) if no each security deposit it taken.

Auqaf, memorandum estimates / ordinance in all instructions in, of annexed, d for, by and in itions so for as

Signature

(4)

(b) the full value of which shall be retained by the Executive Engineer Auqaf on account of the security deposit specified in clause I (B) of the said conditions of contract).

Strike out (b) If any cash security deposit is taken.

Signature of Contractor

Dated, the

day of

20

Signature of contractor before submission of tender.

Signature of Witness

Address :-

Signature of witness of contractor's signature.

The above tender is hereby accepted at %above below the schedule rates the Chief Administrator of Auqaf Sind at Hyderabad.

Executive Engineer of Auqaf Sindh, Hyderabad.

Dated, the

day of

20

Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Security deposit

Clause I :- The person/persons, whose tender may be accepted (hereinafter called the contractor); shall (A) (within one day for a contract of Rs 1000/- or less two days for one of Rs 2000/- or less and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to the Executive Engineer (if deposited for more than twelve 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 the X.E.N (Auqaf) 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 the X.E.N, (Auqaf) by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as nontemplated at (A) above then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

of the work, it shall be lawful for the X.E.N, (Auqaf (at the time of making any payment to the contractor for work done under the contract to make up the full percentage of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the Auqaf Deptt. 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 such sum which may be due or may become due to the contractor by the Auqaf Deptt. on any account what so-ever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contract shall within the days thereafter make good in cash, or 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.

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 preceded with all due diligence (time being to be 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 Executive Engineer Auqaf (whose decision in writing shall be final) may decided on the amount of the estimated cost of the whole work as shown by the tenderer 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 any work exceeds one month to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before on half of such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, 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 X.E.N Aufaf (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provide always that entire amount of compensation to be paid under the provision, of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender

Compensation for delay.

H. H. H.

The will be the same percentage as that in the tender at
 The amount of this percentage (not exceeding 10 percent) will be fixed in every cast to suit requirement

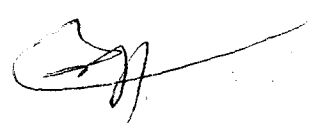
[Signature]

Action when whole of security deposit is forfeited.

Clause 3. In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or deducted by installment), the X.E.N , Auqaf shall have power to adopt any of the following courses, as he may deem best audited to the interest of the Auqaf Department.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the X.E.N Auqaf shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Auqaf Department.
- (b) To employ labour paid by the Auqaf Department & to supply materials to carry out the work, or any part of the work, debiting the contractor with the costs of the labour and the price of the materials of the amount of which cost & price a certificate of the X.E.N Auqaf shall be final and conclusive against the contractor) and crediting him with the value of the work done, in the respects in the same manner and at the same rates as it has been carried out by the contractor under the terms and his contract; the certificate of the X.E.N Auqaf as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted and of his hands, and to give it to another contractor to complete, in which such case may expenses which may be incurred in the excess of the sum which would have been paid to the original contractor, if the whole work has been executed by him (of the amount of which excess the certificate in writing of the X.E.N. Auqaf shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Auqaf Department under the contract otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

in the even of any of the above courses being adopted by the Executive Engineer Auqaf. The contractor shall have no claim to purchased or procured any materials or entered in to any engagements or made any advances on account of, or with a view to the execution of the work of the performance of the contract. And in case, the contract shall be rescinded under the provision aforesaid, the contractor shall not entitled to recover or be paid any sum for any work thereof under this contract unless and until the X.E.N (A), shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.



Clause 4: In any case in which any or the powers conferred upon the Executive Engineer Auqaf by clause 3 thereof, shall have become execrable and the same shall not be exercisable, the non-exercise thereof not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, he is declared liable to pay compensation to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected, to the event of the X.E.N Auqaf putting in force either of the powers (a) or (c) vested in him under the preceding clause, 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 thereon, belonging to the contractor, 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 of the contract rates or in case of these not being applicable, at current rates, to be certified by the X.E.N Auqaf whose certificate thereof shall be final, other wise the X.E.N Auqaf may be notice in verifying to the contractor or his clerk of the work, sub Engineer or other authorized agent require him to remove such tools, plant, material or stores from the premises (within a time to be specified such notice); and in the event of the contractor failing to comply with any such requisition, the X.E.N Aqua may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the X.E.N Auqaf as to the expense of any such removal, and the amount of the proceeds of any such shall be final and conclusive against contractor.

Contractor remains liable to pay compensation if action not taken under clause 3.

power to take possession of or on require removal of or sell contractor's plant.

Clause 5: 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 it's execution or on any other ground he shall apply in writing to the X.E.N Auqaf within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and X.E.N Auqaf shall in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time which, in his opinion, be necessary or proper.

Extension of time.

Clause 6: On completion of the work, the contractor shall be furnished with a certificate by X.E.N Auqaf (hereinafter called the Engineer-in Charge) of completion, but on such certificate shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials

Final Certificate

Handwritten signatures and initials

and rubbish, and cleansed of the dirt from all wood work, doors, windows wall flowers; or other parts any building in, upon or about which the work is to be execute, or of which he may have had possession for the execution thereof, nor until the work shall have been measured by the Engineer-in Charge whose measurement shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for 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 day the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.

Payments on intermediate certificate to be regarded as advances

Clause 7: No payments shall be made for works estimated to cost less than rupees on thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in case of work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof 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. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the requiring of ban, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an addition of the due performance contract of any part thereof in any respect or the acquiring of any claim, nor shall it conclude determine or affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bill to be submitted monthly

Clause 8: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all the work executed in the previous month and the Engineer-in-charge shall take or cause to taken the requisite measurement.

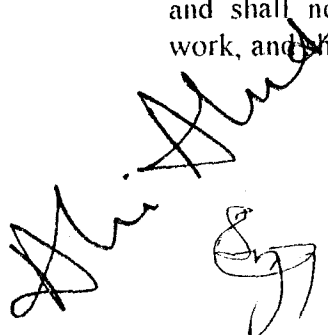
for the purpose of having the same verified, and the claim, as for as admissible if possible, before the expiry of ten days from the presentation of the bill, Is the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant. and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 9: The contractor shall submit all bills on the printed forms to be have on application at the office of the Engineer-in-charge and the charges in the bill 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 tender at the rates hereinafter provided for such work.

Bill to on printed forms.

Clause 10: If the specifications or estimate of the work provides for the use of any special description of materials to be supplied form the Engineer-in-charge's store, or if it requires that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof at hereinafter mentioned being so far as practicable for the convenience of the contractor but not as in any way to control the meaning or effect of this contract specified in the schedule or memorandum thereto annexed). The contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set so and deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against, or from the security deposit, or the proceeds sale thereof. If the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Auqaf Department and shall not of any amount be removed from the site work, and shall at all times be open inspection by the

stores supplied by the
Auqaf Department

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Engineer-in-charge and such materials unused in perfectly good condition on determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand be shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or any wastage in or damage to any such materials.

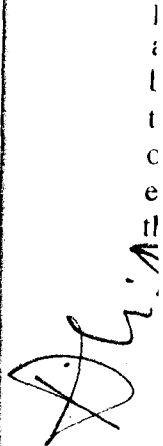

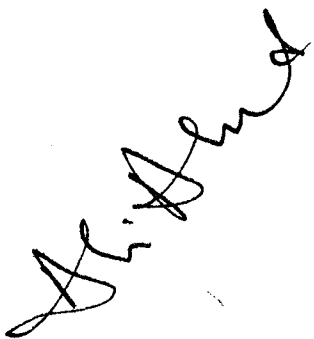
work to be executed in accordance with specification drawings, orders & etc.

Clause 11: The contractor shall execute the whole and part of the work in the most substantial and workman, and both as regards materials and otherwise in every respect in strict accordance with the specification. The Contractor shall also confirm exactly, full and faithfully to the designs, drawings, and instruction in writing relating to the work signed to the work signed by Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office hours, and the contractor shall, if he so requires, be entitled as his own expense to make or cause to be made copies of the specifications and of all such designs drawings, and instructions as aforesaid.

Alteration in specifications & designs do not invalidate contract.

Clause 12: The Executive Engineer Auqaf shall have power to make alterations in or additions to the original specifications, drawings, 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 which may be given to him in writing signed by the Engineer-in-charge or X.E.N (Auqaf) and such alteration shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same directions in all respects on which he agreed to be 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 extend in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as no proportion. And if the additional work includes any class of work of which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of the District and if such list men class of work is not entered in the

Extension of time in consequence of alterations.



schedule of rates of the District, then contractors shall within seven days of the date of receipt 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 does not agree to the rate he shall, be 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 incurred any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rates shall be fixed by the X.E.N, Auqaf in the event of a dispute, the decision of the chief Administrator Auqaf will be final.

Rates for works not in estimate, or schedule of rates of the District.

Clause 13: If any time after the commencement of the work, the Auqaf department shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full, but which he did not 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, drawings and instructions which shall involve any curtailment of the work so originally contemplated.

No compensation for alteration in or restriction of work to be carried out.

Clause 14: If 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 any inferior description, 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, other-wise not in accordance with the contract, that contractor shall, on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith, rectify, or remove and reconstruct the work so specified in whole or in part. as the case may require or as the case may be remove too materials or articles so specified and provide other proper and suitable materials or 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 his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of once percent on the amount of the estimate for every day not exceeding ten days which his failure to do so shall continue, and in the case of any such failure, the Engineer-in-charge may rectify or

Action & compensation payable in case of bad work

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remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

work to be open to inspection

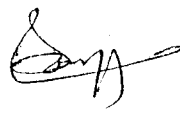
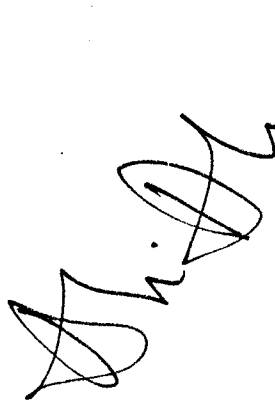
Clause 15: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at times during the usual working hours, and at all other times at which reasonable notice of the interior of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a reasonable agent duly accredited in writing present for that purpose, Order given to the contractor's agent shall be considered to have the same force as if had given to the contractor himself.

Contractor or responsible agent to be present

Clause 16: The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or 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 be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of any work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work, or the materials with which the same was executed.

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

Clause 17: If the contractor, or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosures, or grass land, or cultivated ground contiguous to the premises on which the work or part of it is being executed, or if any damage shall happen to the work while in progress; from any cause whatsoever or any imperfections become apparent in it within three months after a certificate, final or other, of its completion shall have been given by the Engineer-in-charge aforesaid, the contractor shall make the same good at his own expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workman, and deduct the



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expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may the or at any time thereafter become due to the contractor, or from his security deposit or proceed of sale thereof or of a sufficient portion thereof.

Clause 18: The Contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's store) plant, tools appliances, ladders cordage tackle scaffolding, and temporally works requisite for proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or 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 carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the measured materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any item and from time to time of the work or materials, Failing his so doing, the same may be provided by the Engineer-in-charge at expense of the contractor and the expenses may be deducted from any money due the contractor under the contract or from his security deposit or the proceeds of sale thereof. The contractor shall also provide all necessary fencing and light repaired to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law, 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 to compromise any claim by any such person.

Contractor to supply plant, ladders, scaffoldings etc.

And is liable for damages arising from non-provisions of lights, fencing etc.

Clause 19: The Contractor shall not set fire to any standing jungle, trees brushwood, or grass without a written permit from the Engineer-in-charge Auqaf.

Measures for prevention of fire.

When such permit is given and, also in all cases, when destroying out or digging up trees, brushwood, grass etc, by fire is necessary, the contractor shall take necessary measures

to prevent such fire spreading to or otherwise surrounding property.

Any damage caused by spreading of such fire whether in or beyond the limits of the Municipal property, shall be made good by the contractor within a period specified by the X.E.N Auqaf or in default the amount of the damage may be made good by the X.E.N Auqaf the expense being recovered from the contractor as damages in the manner prescribed in class I, or deducted by the X.E.N Auqaf from any sum that may be due or become due from the Auqaf Department to the contractor under this contract or otherwise.

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

Clause 20 : No female labour shall be employed within the limits of a Cantonment.

Work on Sundays,

Clause 21: No work shall be done on Sunday without sanction in writing of the Engineer-in-charge.

Work not be sublet.

Clause 22: The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Auqaf and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent, or commence any insolvency proceedings or made any composition with his creditors, or attempt to do so or if any bribe, gratuity, gift, loan, pre-requisite reward or advantage, pecuniary or otherwise shall either directly or any of his servants or agents on any public offices or person in the employ of the Auqaf Department in any way relating to his office or employment, or if any such office or person becomes in any way directly or indirectly interested in the contract the X.E.N. Auqaf may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited, and be absolutely at the disposal of the Auqaf Deptt: and the same consequences shall ensure as if the contract, have been rescinded under clause 3 hereof and in addition, the contractor shall not be entitled to recover or be paid of any work thereof actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

Sums payable by way of compensation to be

Clause 23: All sums payable by way of compensation under any of these conditions shall be considered as a reasonable compensation

to be applied to the use of the Auqaf Deptt: without reference to the actual loss or damage sustained, and whether or not and damage shall have been sustained.

Considered as reasonable compensation without reference to actual loss.

Clause 24: in case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the X.E.N Auqaf for his information.

Change of constitution of firm.

Clause 25: All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the Engineer-in-charge 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.

works to be under direction of the Engineer-in-charge.

Clause 26: Except where otherwise specified in the contract, the decision of the X.E.N of Auqaf shall be final conclusive and Ending on all parties to the contract upon all questions to the meaning of the specification, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship, or materials used on work or as to any other question claim, right matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates instructions, orders, of these conditions, or otherwise concerning the works or the execution or failure to execute same. whether arising during the progress of the work, or after the completion or abandonment thereof or the contract shall be final, conclusive and binding on the contractor.

Decision of the Chief Administrator of Auqaf Sind to be final

Clause 28: When the estimates on which a tender is made include lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such times, or if the work in process in not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay lump sum amount entered in the estimate and the certificate the 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 provision of this clause.

Lump sums in estimates

Action where no specification

Clause 29: in the case of any case of work for which there is not such specification as is mentioned in rule 1, such work shall be carried out in accordance with the Marryat's specifications and in accordance with the instructions and requirements of the Engineer-in-charge.

Defination of work

Clause 30: The expression "works" "work" where used in three conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the work by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

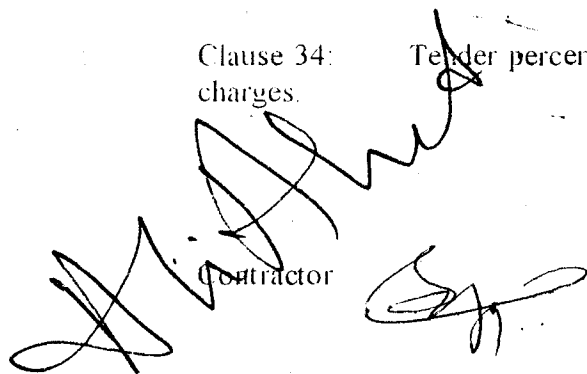
Contractor's percentage who there applied to net or gross amount of bill

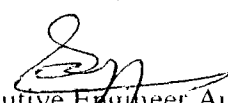
Clause 31: The percentage referred to at page 2 of the tender will be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

Clause 32: All quarry fees, royalties, octroi dues other similar charges shall be paid by the contractor, except where otherwise specially mentioned.

Clause 33: The Contractor shall be responsible for, and shall pay any compensation to his workman payable for injuries under the Workmen's Compensation Act, 1923 (VIII of 1923) hereinafter called the said Act, if such compensation is paid by the Auqaf Department as principal under sub-section (1) of section 12 of the said Act, on behalf of the contractor. It shall be recoverable by the Auqaf Deptt: from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner and in clause 1 of the condition of contract from.

Clause 34: Tender percentage shall not applied on transport charges.


Contractor


Executive Engineer Auqaf
Sindh, Hyderabad.

copy



Ph: 022-9200495
Fax: 022-9200496

NO: AUQ (CAA) ENGG:HYD:/2015-155
OFFICE OF THE CHIEF ADMINISTRATOR
AUQAF SINDH HYDERABAD

DATED 03/8/2015

To,

M/S Ali Jumani Enterprises
Government Contractor

**SUBJECT:- CONSTRUCTION OF MUSAFIRKHANA AT DARGAH SHAH YAKEEK DISTRICT
THATTA**

Reference: **Your Tender dated 17-02-2015**

Your offer to Execute the above work at the rate mentioned bellow being lowest in competition is here by accepted as.

"Civil work" @ 24.96% above

"Electric work" @ 9.5% above

"Plumbing work" @ 9.5% above

You are therefore requested to start the work immediately and complete the same up to June, 2016 according to specification as per schedule under the supervision of Assistant Engineer Auqaf Department Hyderabad.

The quality of workmanship be maintained.

(ALI MUHAMMAD JAT)
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

DISTRIBUTION.

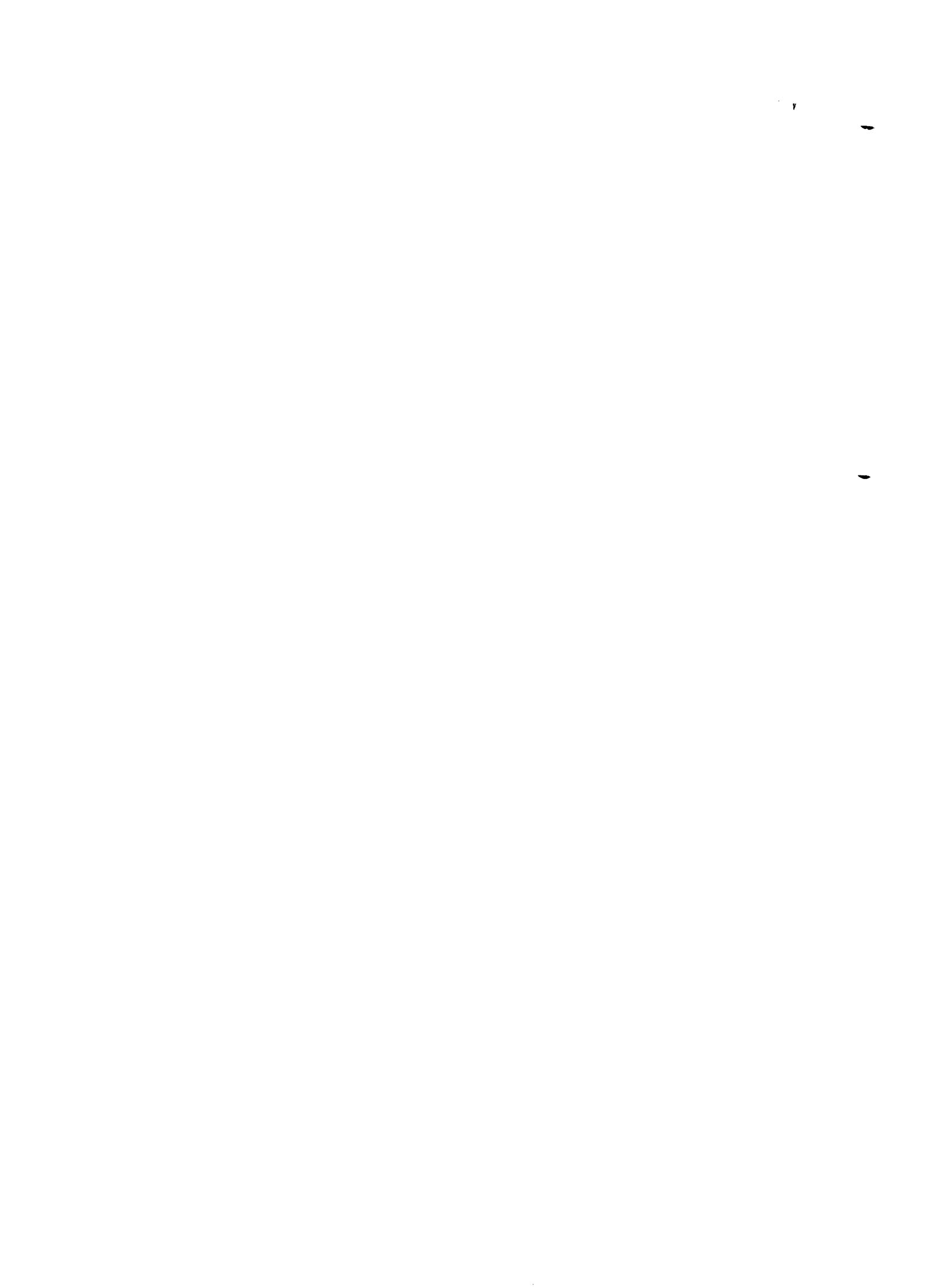
P.S to Chief Administrator Auqaf Sindh Hyderabad for favour of information.

Administrator Auqaf Hyderabad. Zone.

Accounts / Audit / Budget officer Auqaf Sindh Hyderabad.

Office Order file.


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD

NO:AUQ(CAA)ENGG:/2015-152

DATED:-

To,

M/s Ali Jumani Enterprises

Subject:- LETTER OF ACCEPTANCE


Ref:- Construction of Musafirkhana at Dargah Shah Yakeek District Thatta

Your offer B-I/B-II tender for the above work at (Civil work), 24.96% above G.I. Pipe (Sanitary Work), 9.5% Above (Sanitary Work), at Par (Electric Works) 9.5% on Schedule items along with Non-Schedule items amounting to Rs.4493827/- which comes to Rs.35162251/- (Rupees Thirty Five pint One Six Two Million) only is hereby accepted.

The bid money of 2% of the bid Value submitted by you will be treated as "Performance Security" Remaining 8% amount will be deducted from each running bill as security deposit.

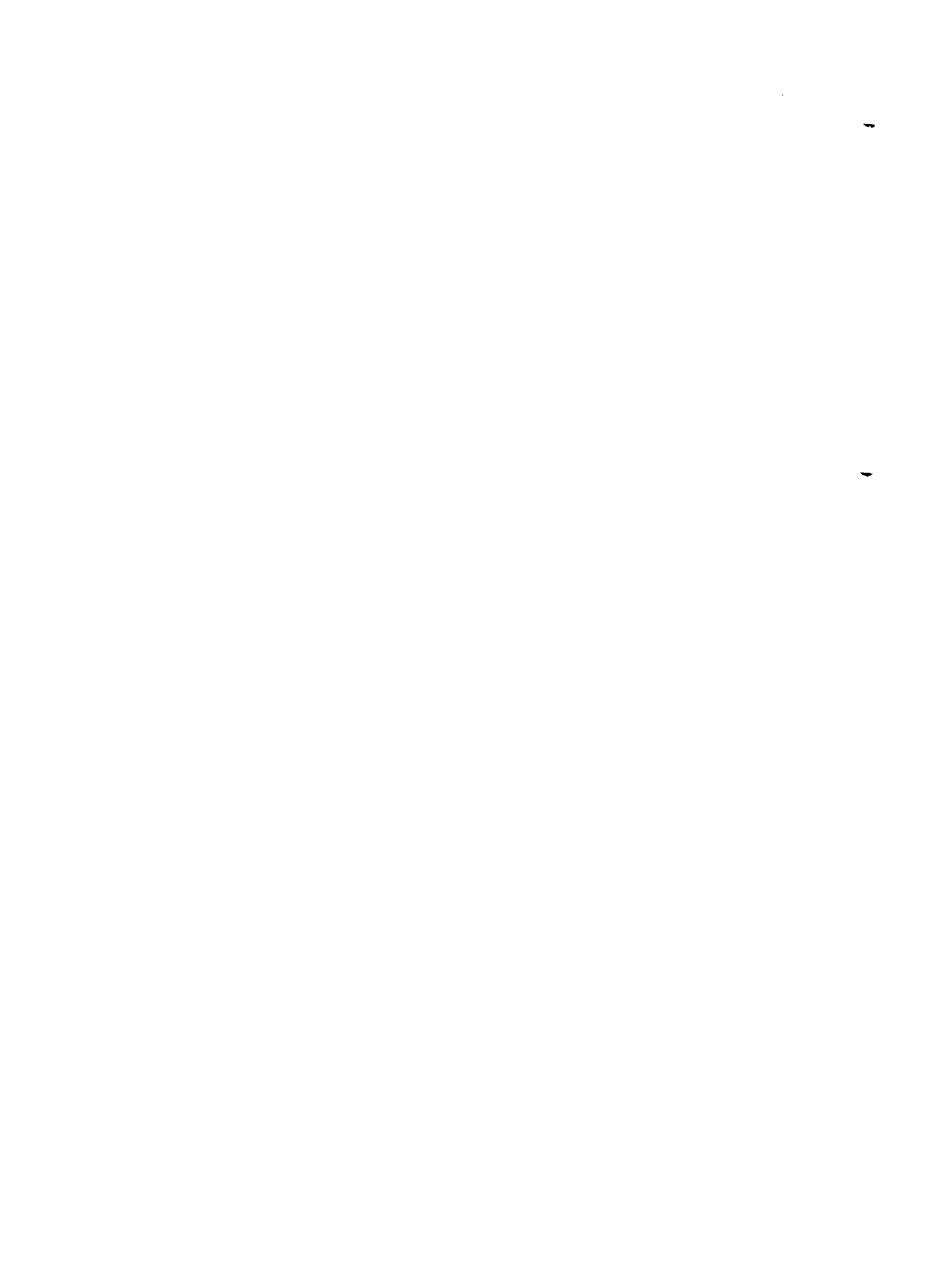
It should be noted that any typographical mistake or error in Schedule 'B' of the agreement will be red strictly as per Schedule of rates in force and that any change in Schedule 'B'/Estimate if made by the Consultant or Executive Engineer in the Government interest during execution of work, will be acceptable to you un-conditionally.

You are therefore requested to attend the office of the undersigned for signing of the agreement.


ALI MUHAMMAD JAT
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

1. Copy forwarded to Assistant Engineer Auqaf Sindh Hyderabad


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

AUQAF DEPARTMENT

- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial _____
- 3) TITLE OF CONTRACT Engineering Branch _____
- 4) TENDER NUMBER INF-KRY No.317/15 _____
- 5) BRIEF DESCRIPTION OF CONTRACT Constt: of Musafirkhana at Dargah Shah Yakeek _____
- 6) FORUM THAT APPROVED THE SCHEME Competant Authority _____
- 7) TENDER ESTIMATED VALUE 20.674 (Million) _____
- 8) ENGINEER'S ESTIMATE 19.783 (Million) _____
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) June 2017 _____
- 10) TENDER OPENED ON (DATE & TIME) 17.02.2015 _____
- 11) NUMBER OF TENDER DOCUMENTS SOLD 5 _____
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 5 _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 5 _____
- 14) BID EVALUATION REPORT Attached _____
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Ali Jumani Enter Prises _____
- 16) CONTRACT AWARD PRICE 19.783 (Million) _____
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
i) M/s Ali Jumani _____
ii) M/s Zafar & Company _____
iii) M/s AMB & Co: _____

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

- a) SINGLE STAGE — ONE ENVELOPE PROCEDURE Local 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:



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"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	I.D # 22 609 Dated 01.02.2015
No	

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

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

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

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

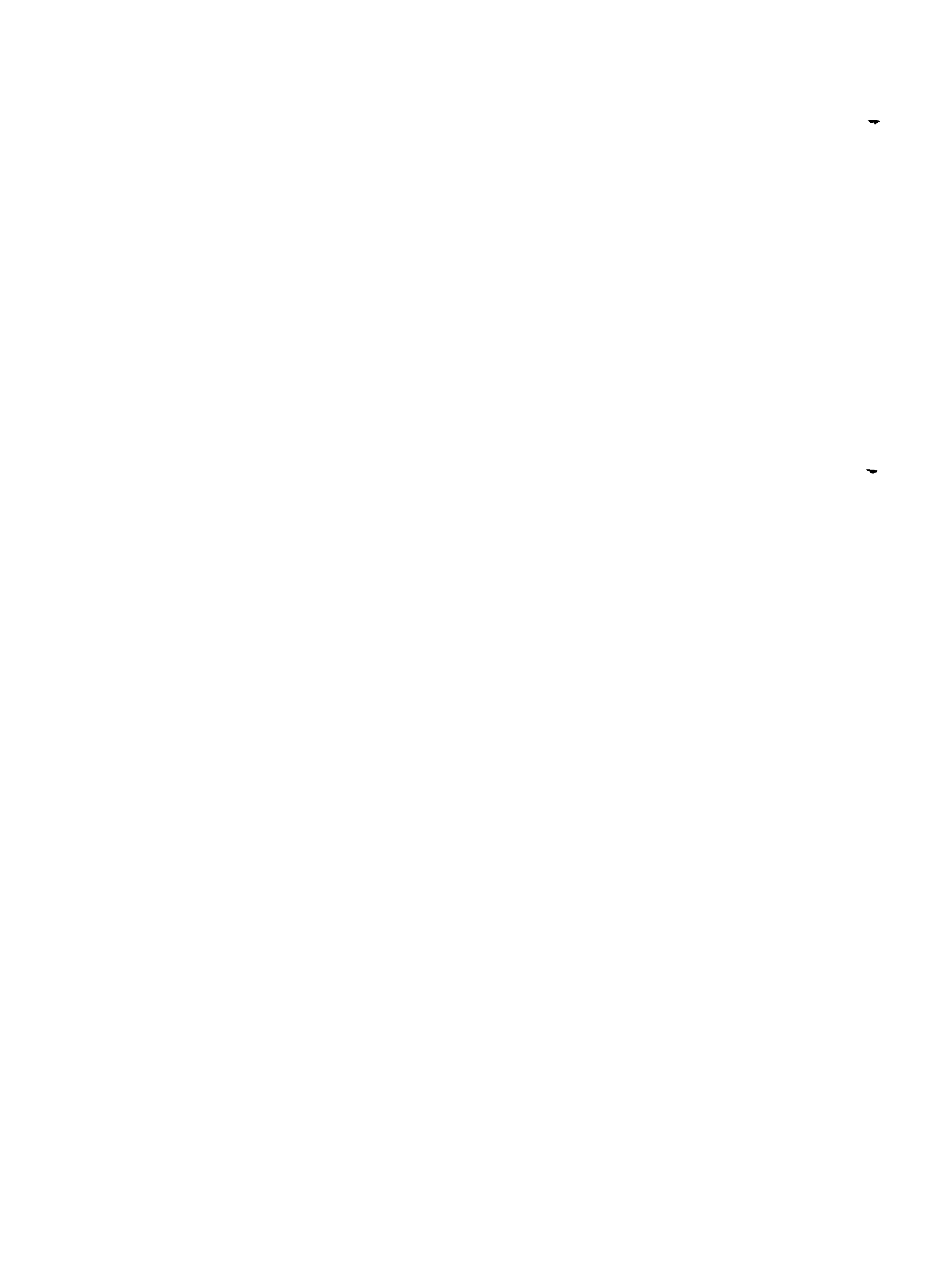
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

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

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	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

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

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

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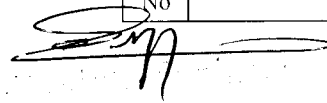
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

Yes	x
No	

Signature & Official Stamp of
Authorized Officer _____



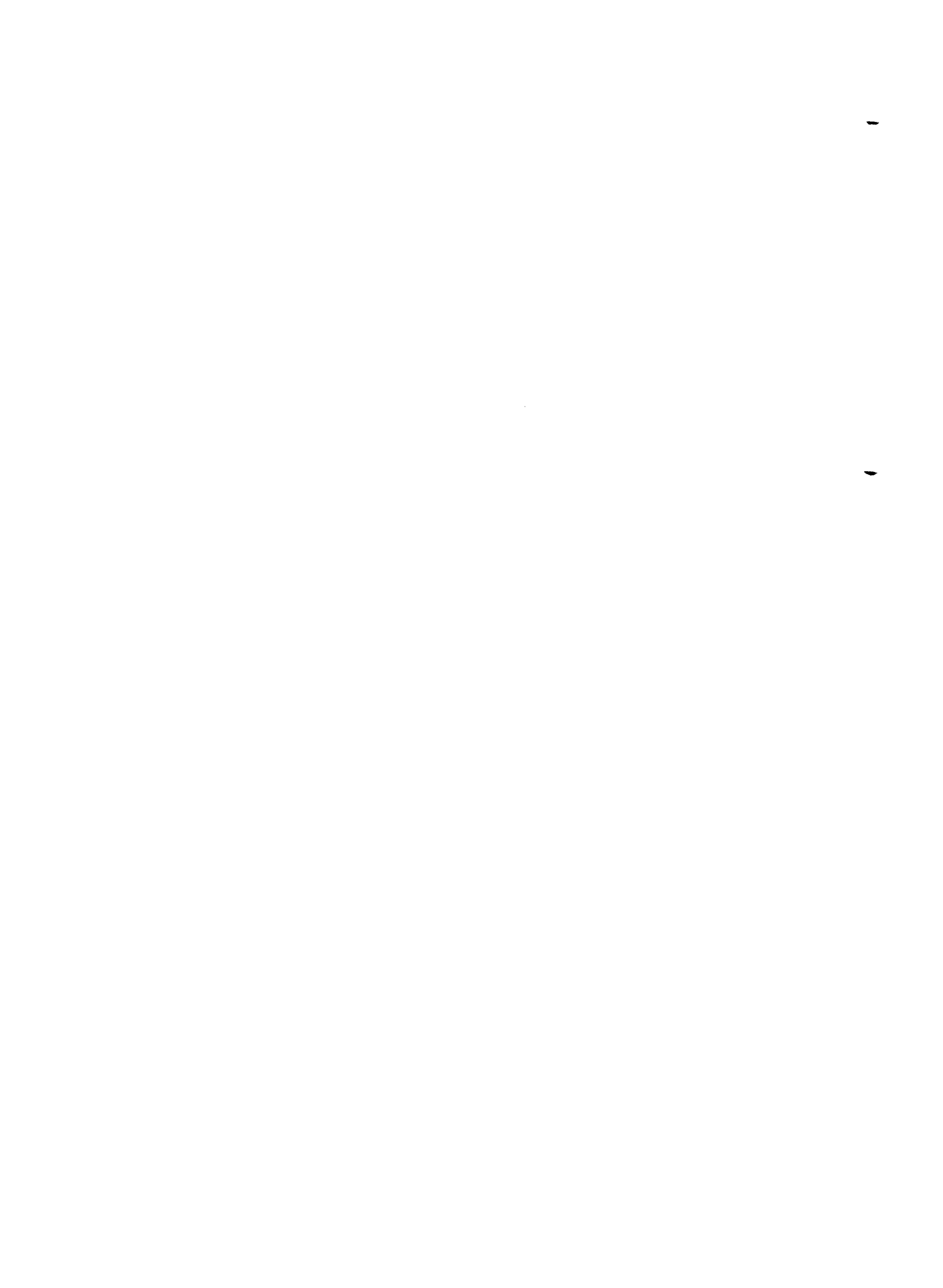
FOR OFFICE USE ONLY

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

Print

Save

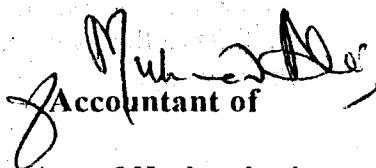
Reset



(C)

2

Sold to M/s Ali Jumani Enterprises Contractor for Rs 3000/-
 Vide R.No. 28 BOK NO 4260/16-2-2015 which will be received by the
 Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover on
 _____ at A.M / P.M.


 Accountant of
 Auqaf Hyderabad
 No.

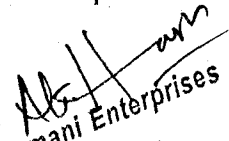
Works Department Auqaf

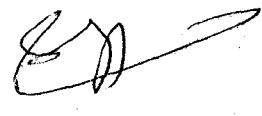
Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for works.

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the


 Ali Jumani Enterprises
 Proprietor



work. Only one rate of percentage more or less on all the estimated and scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the sind from of Invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors wishing to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work which they refer to written outside the envelope,

- 5. The Executive Engineer Auqaf will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form Receipts for the earnest money, forwarded with the tender, shall be given to the contractors on the day the money is received. In the event of a tender being accepted, the contractors shall there-upon, for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be returned to the contractor making tender on his giving the receipt for the return of the money.
- 6. The Executive Engineer Auqaf, Sind shall have right of rejecting all or any of the tenders.

TENDER FOR WORKS

I In figure as I/We hereby tender for the execution of the Auqaf, well as In words Department of the work specified in the underwritten memorandum within the time specified in such memorandum at*

Civil work 24.96/above
Electrical 9.5/above
Plumbing 9.5/

_____ % above / below the rates entered in the, estimates / schedule of rates mentioned in Rule No.1 and in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule I here of and in clause 1.1 of annexed, conditions, and with such materials are as provided for, by and in all other respect in accordance with such conditions so for as

Ali Jumani
Ali Jumani Enterprises
Proprietor

Ali Jumani
Ali Jumani Enterprises
Proprietor

TABLE ONLY

CHIEF A HYDERA PAKIST

ker' Cheque is valid

14 Feb 2015

Date _____

Bank AL Habib Limited
1055 - DHA PHASE IV BR
PLOT NO 113, 9TH STREET PHASE IV DHA KARACHI

BC 00040041 /00025505/2015 55

Amount PKR 413,480.00

Rs 413480

CHIEF ADMINISTRATOR AUQAF SINDH
HYDERABAD

PAKISTANI RUPEES FOUR HUNDRED THIRTEEN THOUSAND FOUR HUNDRED EIGHTY ONLY.

For Bank AL Habib Limited

[Signature]
AUTHORIZED SIGNATORY

[Signature]
AUTHORIZED SIGNATORY

Banker's Cheque

Cheque is valid for twelve months from date of issue

AUTHORIZED SIGNATORY NO. *[Handwritten]*

AUTHORIZED SIGNATORY NO. *[Handwritten]*

⑈00040041⑈0238888⑈

⑈020⑈

- (b) Estimated cost without contingencies Rs. **20.674 (M)**
- (c) Earnest money (2 percent) Rs. **413480/=**
- (d) Security deposit (including earnest money) 0 percent Rs.
- (e) percentage, if any, to be deducted from bills (Rupees) Rs.
- (f) Time allowed for the completion of work from date fixed: in written orders to commence _____ days _____ months _____ years.

- (b) This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.
- (c) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case where security deposit is taken see note to clause of conditions of contractor,

Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof to forfeit and pay to the Executive Engineer Auqaf or his successors in Office, the sums of money mentioned in the said conditions.

The sum of Rs _____

is herewith forwarded in currency notes as earnest money (a) the fail value of which is to be absolutely forfeited to the Executive Engineer Auqaf or his successors in office. Should I/We not deposit the full amount of security specified in the above memorandum, in accordance with clause I(A) of the said conditions of contract, otherwise the sum of Rs _____ shall be retained by the Executive Engineer Auqaf on account of such security deposit at aforesaid

Give particulars and numbers
Strike out(a) if no each security deposit it taken.

[Signature]
Ali Jumani Enterprises
Proprietor

[Signature]

(4)

(b) the full value of which shall be retained by the Executive Engineer Auqaf on account of the security deposit specified in clause I (B) of the said conditions of contract).

Strike out (b) If any cash security deposit is taken.

Signature of Contractor

Dated, the _____ day of _____ 20

Signature of contractor before submission of tender.

Signature of Witness

Address :-

Signature of witness of contractor's signature.

The above tender is hereby accepted at _____ %above below the schedule rates the Chief Administrator of Auqaf Sind at Hyderabad.

Executive Engineer of Auqaf
Sindh, Hyderabad.

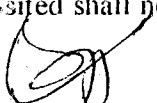
Dated, the _____ day of _____ 20

Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Security deposit

Clause I :- The person/persons, whose tender may be accepted (hereinafter called the contractor); shall (A) (within one day for a contract of Rs 1000/- or less two days for one of Rs 2000/- or less and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to the Executive Engineer (if deposited for more than twelve 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 the X.E.N (Auqaf) 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 the X.E.N, (Auqaf) by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost

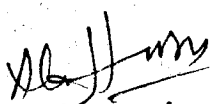

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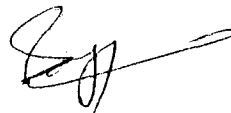
of the work, it shall be lawful for the X.E.N, (Auqaf) at the time of making any payment to the contractor for work done under the contract to make up the full percentage of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the Auqaf Deptt. 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 such sum which may be due or may become due to the contractor by the Auqaf Deptt. on any account what so-ever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contract shall within the days thereafter make good in cash, or 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.

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 preceded with all due diligence (time being to be 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 Executive Engineer Auqaf (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown by the tenderer 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 any work exceeds one month to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before on half of such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, 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 X.E.N Auqaf (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provide always that entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Compensation for
delay.

- The will be the same percentage as that in the tender at
- The amount of this percentage (not exceeding 10 percent) will be fixed in every cast to suit requirement


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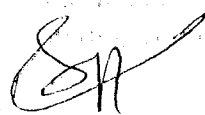
Action when whole of security deposit is forfeited.

Clause 3. In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or deducted by installment), the X.E.N , Auqaf shall have power to adopt any of the following courses, as he may deem best audited to the interest of the Auqaf Department.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the X.E.N Auqaf shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Auqaf Department.
- (b) To employ labour paid by the Auqaf Department & to supply materials to carry out the work, or any part of the work, debiting the contractor with the costs of the labour and the price of the materials of the amount of which cost & price a certificate of the X.E.N Auqaf shall be final and conclusive against the contractor) and crediting him with the value of the work done, in the respects in the same manner and at the same rates as it has been carried out by the contractor under the terms and his contract, the certificate of the X.E.N Auqaf as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted and of his hands, and to give it to another contractor to complete, in which such case may expenses which may be incurred in the excess of the sum which would have been paid to the original contractor, if the whole work has been executed by him (of the amount of which excess the certificate in writing of the X.E.N. Auqaf shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Auqaf Department under the contract otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

in the even of any of the above courses being adopted by the Executive Engineer Auqaf. The contractor shall have no claim to purchased or procured any materials or entered in to any engagements or made any advances on account of, or with a view to the execution of the work of the performance of the contract. And in case, the contract shall be rescinded under the provision aforesaid, the contractor shall not entitled to recover or be paid any sum for any work thereof under this contract unless and until the X.E.N (A), shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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Clause 4: In any case in which any or the powers conferred upon the Executive Engineer Auqaf by clause 3 thereof, shall have become execrable and the same shall not be exercisable, the non-exercise thereof not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, he is declared liable to pay compensation to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected, to the event of the X.E.N Auqaf putting in force either of the powers (a) or (c) vested in him under the preceding clause, 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 thereon, belonging to the contractor, 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 of the contract rates or in case of these not being applicable, at current rates, to be certified by the X.E.N Auqaf whose certificate thereof shall be final, other wise the X.E.N Auqaf may be notice in verifying to the contractor or his clerk of the work, sub Engineer or other authorized agent require him to remove such tools, plant, material or stores from the premises (within a time to be specified such notice); and in the event of the contractor failing to comply with any such requisition, the X.E.N Auqaf may remove them at the contractor's expense, or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the X.E.N Auqaf as to the expense of any such removal, and the amount of the proceeds of any such shall be final and conclusive against contractor.

Contractor remains liable to pay compensation if action not taken under clause 3.

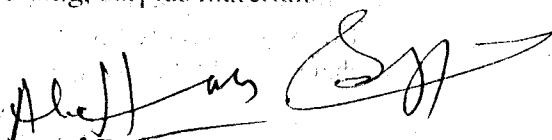
power to take possession of or on require removal of or sell contractor's plant

Clause 5: 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 it's execution or on any other ground he shall apply in writing to the X.E.N Auqaf within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and X.E.N Auqaf shall in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time which, in his opinion, be necessary or proper.

Extension of time.

Clause 6: On completion of the work, the contractor shall be furnished with a certificate by X.E.N Auqaf (hereinafter called the Engineer-in Charge) of completion, but on such certificate shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials

Final Certificate


 Anil Enterr
 proprietor

(8)

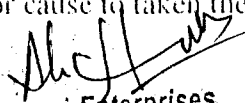
and rubbish, and cleansed of the dirt from all wood work, doors, windows wall flowers, or other, parts any building in, upon or about which the work is to be execute, or of which he may have had possession for the execution thereof, nor until the work shall have been measured by the Engineer-in Charge whose measurement shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for 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 day the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.

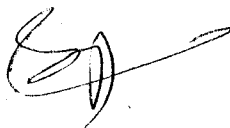
Payments on intermediate certificate to be regarded as advances

Clause 7: No payments shall be made for works estimated to cost less than rupees on thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in case of work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof 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. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the requiring of ban, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an addition of the due performance contract of any part thereof in any respect or the acquiring of any claim, nor shall it conclude determine or affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bill to be submitted monthly

Clause 8: A bid shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all the work executed in the previous month and the Engineer-in-charge shall take or cause to taken the requisite measurement


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Proprietor



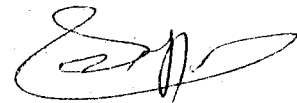
for the purpose of having the same verified, and the claim, as for as admissible if possible, before the expiry of ten days from the presentation of the bill, Is the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant. and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.


Clause 9: The contractor shall submit all bills on the printed forms to be have on application at the office of the Engineer-in-charge and the charges in the bill 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 tender at the rates hereinafter provided for such work.

Bill to on printed forms.

Clause 10: If the specifications or estimate of the work provides for the use of any special description of materials to be supplied form the Engineer-in-charge's store, or if it requires that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof at hereinafter mentioned being so far as practicable for the convenience of the contractor but not as in any way to control the meaning or effect of this contract specified in the schedule or memorandum thereto annexed). The contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set so and deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against, or from the security deposit, or the proceeds sale thereof: If the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Auqaf Department and shall not of any amount be removed from the site work, and shall at all times be open inspection by the

stores supplied by the Auqaf Department




Ali Jumani Enterprises
Proprietor

Engineer-in-charge and such materials unused in perfectly good condition on determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or any wastage in or damage to any such materials.

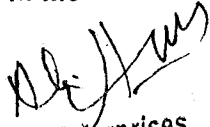
work to be executed in accordance with specification drawings, orders & etc.

Clause 11: The contractor shall execute the whole and part of the work in the most substantial and workman, and both as regards materials and otherwise in every respect in strict accordance with the specification. The Contractor shall also confirm exactly, full and faithfully to the designs, drawings, and instruction in writing relating to the work signed to the work signed by Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office hours, and the contractor shall, if he so requires, be entitled as his own expense to make or cause to be made copies of the specifications and of all such designs drawings, and instructions as aforesaid.

Alteration in specifications & designs do not invalidate contract.

Clause 12: The Executive Engineer Auqaf shall have power to make alterations in or additions to the original specifications, drawings, 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 which may be given to him in writing signed by the Engineer-in-charge or X.E.N (Auqaf) and such alteration shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same directions in all respects on which he agreed to be 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 extend in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as no proportion. And if the additional work includes any class of work of which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of the District and if such list men class of work is not entered in the

Extension of time in consequence of alterations.


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Proprietor



schedule of rates of the District, then contractors shall within seven days of the date of receipt 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 does not agree to the rate he shall, be 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 incurred any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rates shall be fixed by the X.E.N, Auqaf in the event of a dispute, the decision of the chief Administrator Auqaf will be final.

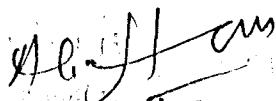
Rates for works not in estimate, or schedule of rates of the District.

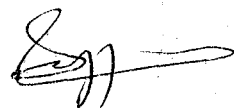
Clause 13: If any time after the commencement of the work, the Auqaf department shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full, but which he did not 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, drawings and instructions which shall involve any curtailment of the work so originally contemplated.

No compensation for alteration in or restriction of work to be carried out.

Clause 14: If it shall appear to the Engineer-in-charge or his subordinate incharge of the work, that any work has been executed with unsound, Imperfect, or unskillful workmanship or with materials of any inferior description, 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, other-wise not in accordance with the contract, that contractor shall, on demand in writing from the Engineer-in-charge specifying the, work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith, rectify, or remove and reconstruct the work so specified in whole or in part. as the case may require or as the case may be remove too materials or articles so specified and provide other proper and suitable materials or 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 his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of once percent on the amount of the estimate for every day not exceeding ten days which his failure to do so shall continue, and in the case of any such failure, the Engineer-in-charge may rectify or

Action & compensation payable in case of bad work


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remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

work to be open to inspection

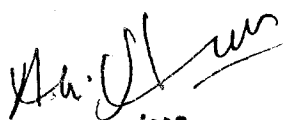
Clause 15: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at times during the usual working hours, and at all other times at which reasonable notice of the interior of the Engineer-in-charge or his sub-ordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a reasonable agent duly accredited in writing present for that purpose, Order given to the contractor's agent shall be considered to have the same force as if had given to the contractor himself.

Contractor or responsible agent to be present

Clause 16: The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or 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 be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of any work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work, or the materials with which the same was executed.

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

Clause 17: If the contractor, or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, face, enclosures, or grass land, or cultivated ground contiguous to the premises on which the work or part of it is being executed, or if any damage shall happen to the work while in progress; from any cause whatsoever or any imperfections become apparent in it within three months after a certificate, final or other, of its completion shall have been given by the Engineer-in-charge aforesaid, the contractor shall make the same good at his own expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workman, and deduct the


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expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may the or at any time thereafter become due to the contractor, or from his security deposit or proceed of sale thereof or of a sufficient portion thereof.

Clause 18: The Contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's store) plant, tools appliances, ladders cordage tackle scaffolding, and temporally works requisite for proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or 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 carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the measured materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any item and from time to time of the work or materials, Failing his so doing, the same may be provided by the Engineer-in-charge at expense of the contractor and the expenses may be deducted from any money due the contractor under the contract or from his security deposit or the proceeds of sale thereof. The contractor shall also provide all necessary fencing and light repaired to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law, 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 to compromise any claim by any such person.

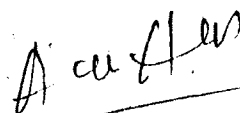
Contractor to supply
plant, ladders,
scaffoldings etc.

And is liable for
damages arising from
non-provisions of
lights, fencing etc.

Clause 19: The Contractor shall not set fire to any standing jungle, trees brushwood, or grass without a written permit from the Engineer-in-charge Auqaf.

Measures for
prevention of fire.

When such permit is given and, also in all cases, when destroying out or digging up trees, brushwood, grass etc, by fire is necessary, the contractor shall take necessary measures



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to prevent such fire spreading to or otherwise surrounding property.

Any damage caused by spreading of such fire whether in or beyond the limits of the Municipal property, shall be made good by the contractor within a period specified by the X.E.N Auqaf or in default the amount of the damage may be made good by the X.E.N Auqaf the expense being recovered from the contractor as damages in the manner prescribed in class I, or deducted by the X.E.N Auqaf from any sum that may be due or become due from the Auqaf Department to the contractor under this contract or otherwise.

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

Clause 20: No female labour shall be employed within the limits of a Cantonment.

Work on Sundays,

Clause 21: No work shall be done on Sunday without sanction in writing of the Engineer-in-charge.

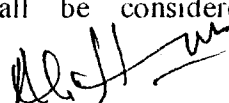
Work not be sublet.

Clause 22: The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Auqaf and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent, or commence any insolvency proceedings or made any composition with his creditors, or attempt to do so or if any bribe, gratuity, gift, loan, pre-requisite reward or advantage, pecuniary or otherwise shall either directly or any of his servants or agents on any public offices or person in the employ of the Auqaf Department in any way relating to his office or employment, or if any such office or person becomes in any way directly or indirectly interested in the contract the X.E.N. Auqaf may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited, and be absolutely at the disposal of the Auqaf Deptt: and the same consequences shall ensue as if the contract, have been rescinded under clause 3 hereof and in addition, the contractor shall not be entitled to recover or be paid of any work thereof actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

Sums payable by way of compensation to be

Clause 23: All sums payable by way of compensation under any of these conditions shall be considered as a reasonable compensation


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to be applied to the use of the Auqaf Deptt: without reference to the actual loss or damage sustained, and whether or not and damage shall have been sustained.

Considered as reasonable compensation without reference to actual loss.

Clause 24: in case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the X.E.N Auqaf for his information.

Change of constitution of firm.

Clause 25: All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the Engineer-in-charge 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.

works to be under direction of the Engineer-in-charge.

Clause 26: Except where otherwise specified in the contract, the decision of the X.E.N of Auqaf shall be final conclusive and Ending on all parties to the contract upon all questions to the meaning of the specification, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship, or materials used on work or as to any other question claim, right matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates instructions, orders, of these conditions, or otherwise concerning the works or the execution or failure to execute same. whether arising during the progress of the work, or after the completion or abandonment thereof or the contract shall be final, conclusive and binding on the contractor.

Decision of the Chief Administrator of Auqaf Sind to be final

Clause 28: When the estimates on which a tender is made include lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such times, or if the work in process in not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay lump sum amount entered in the estimate and the certificate the 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 provision of this clause.

Lump sums in estimates

Ali Jumani
Ali Jumani Enterprises
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Action where no specification

Clause 29: in the case of any case of work for which there is not such specification as is mentioned in rule 1, such work shall be carried out in accordance with the Marryat's specifications and in accordance with the instructions and requirements of the Engineer-in-charge.

Defination of work

Clause 30: The expression "works" or "work" where used in three conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the work by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Contractor's percentage who there applied to net or gross amount of bill

Clause 31: The percentage referred to at page 2 of the tender will be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

Clause 32: All puarry fees, royalties, octroi dues other similar charges shall be paid by the contractor, except where otherwise specially mentioned

Clause 33: The Contractor shall be responsible for, and shall pay any compensation to his workman payable for injuries under the Workmen's Compensation Act, 1923 (VIII of 1923) hereinafter called, the said Act, if such compensation is paid by the Auqaf Department as principal under sub-section (1) of section 12 of the said Act, on behalf of the contractor. It shall be recoverable by the Auqaf Deptt: from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner and in clause 1 of the condition of contract from.

Clause 34: Tender percentage shall not applied on transport charges.

Contractor
Ali Jumani
Ali Jumani Enterprises
Proprietor

Ej
Executive Engineer Auqaf
Sindh, Hyderabad.

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

Yes	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

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

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

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

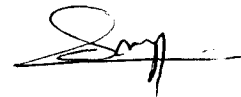
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

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

Yes	x
No	

Signature & Official Stamp of
Authorized Officer _____



FOR OFFICE USE ONLY

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

Print

Save

Reset



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"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	I.D # 22609 Dated: 01.02.2015
No	

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

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

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

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

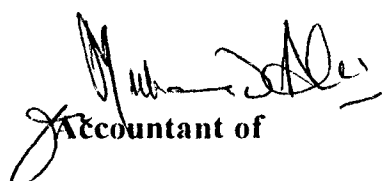
(Attach copy of the bid evaluation report)

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



(b)

Sold to M/S Sharif Muhammad Contractor for Rs 5000/-
Vide R.No 20 book No 426 Dt 10-2-15 which will be received by the
Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover on
_____ at A.M / P.M.


Accountant of
Auqaf Hyderabad

No.

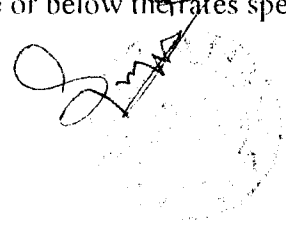
Works Department Auqaf

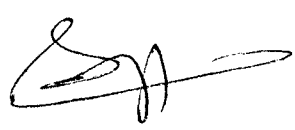
Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for works.

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the





(2)

work. Only one rate of percentage more or less on all the estimated and scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the sind from of Invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors wishing to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work which they refer to written outside the envelope,

5. The Executive Engineer Auqaf will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form. Receipts for the earnest money, forwarded with the tender, shall be given to the contractors on the day the money is received. In the event of a tender being accepted, the contractors shall there-upon, for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be returned to the contractor making tender on his giving the receipt for the return of the money.
6. The Executive Engineer Auqaf, Sind shall have right of rejecting all or any of the tenders.

TENDER FOR WORKS

- In figure as _____ I/We hereby tender for the execution of the Auqaf,
well as In words _____ Department of the work specified in the underwritten memorandum
within the time specified in such memorandum at*

17% above in work
5% above in work
5% above in work

[Signature]

_____ % above / below the rates entered in the, estimates / schedule of rates mentioned in Rule No.1 and in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule I here of and in clause 1.1 of annexed, conditions, and with such materials are as provided for, by and in all other respect in accordance with such conditions so for as applicable.

[Signature]

SECURITY DEPOSIT RECEIPT Date 09-2-2015

Received from Bhaji Muhammad
 account of Chief Administrator (Name of the Applicant)
Seven Lac Only (Name & Official Designation of Beneficiary)

Payable at call according to the terms and conditions printed overleaf For United Bank Limited

700000/-
 Write below this line

[Signature]
 Officer
[Signature]
 Manager

*Construction of Dargah
 Dargah Abdulkah Shah Abtahi at Malki
 District Thatta*

- (b) Estimated cost without contingencies Rs. 34.259 (million)
- (c) Earnest money (2 percent) Rs. 685180/-
- (d) Security deposit (including earnest money) (1 percent) Rs. 700000/-
- (e) percentage, if any, to be deducted from bills (Rupees) Rs.
- (f) Time allowed for the completion of work from date fixed: in written orders to commence _____ days _____ months _____ years.

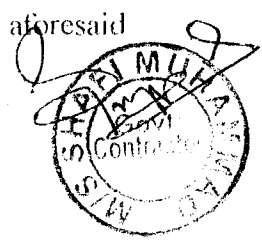
- a) If several sub works are included, they should be detailed in separate list
- This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.
- (c) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case where security deposit is taken see note to clause of conditions of contractor,

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof to forfeit and pay to the Executive Engineer Auqaf or his successors in Office, the sums of money mentioned in the said conditions.

The sum of Rs _____

is herewith forwarded in currency notes as earnest money (a) the full value of which is to be absolutely forfeited to the Executive Engineer Auqaf or his successors in office, Should I/We not deposit the full amount of security specified in the above memorandum, in accordance with clause 1(A) of the said conditions of contract, otherwise the sum of Rs _____ shall be retained by the Executive Engineer Auqaf on account of such security deposit at aforesaid

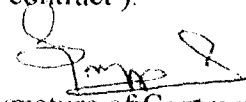
Give particulars and numbers
 Strike out (a) if no each security deposit is taken.

[Signature]


(4)

(b) the full value of which shall be retained by the Executive Engineer Auqaf on account of the security deposit specified in clause I (B) of the said conditions of contract).

Strike out (b) If any cash security deposit is taken.


Signature of Contractor
M/s Shahi Muhammad
Govt. Contractor

Dated, the _____ day of _____ 20

Signature of contractor before submission of tender.

Signature of Witness .

Address :-

Signature of witness of contractor's signature.

The above tender is hereby accepted at _____ %above below the schedule rates the Chief Administrator of Auqaf Sind at Hyderabad.

Executive Engineer of Auqaf
Sindh, Hyderabad.

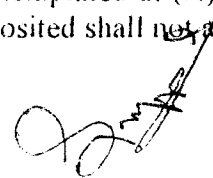

Dated, the _____ day of _____ 20

Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Security deposit

Clause I :- The person/persons, whose tender may be accepted (hereinafter called the contractor); shall (A) (within one day for a contract of Rs 1000/- or less two days for one of Rs 2000/- or less and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to the Executive Engineer (if deposited for more than twelve 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 the X.E.N (Auqaf) 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 the X.E.N, (Auqaf) by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost

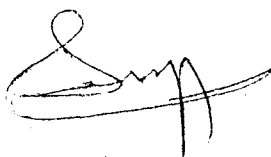
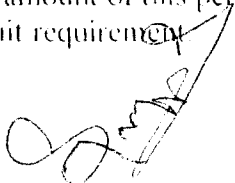
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of the work, it shall be lawful for the X.E.N, (Auqaf) at the time of making any payment to the contractor for work done under the contract to make up the full percentage of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the Auqaf Deptt. 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 such sum which may be due or may become due to the contractor by the Auqaf Deptt. on any account what so-ever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within the days thereafter make good in cash, or 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.

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 preceded with all due diligence (time being to be 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 Executive Engineer Auqaf (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown by the tenderer 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 any work exceeds one month to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before on half of such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, and three fourth of the work before three fourth or such time has elapsed, 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 X.E.N Auqaf (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provide always that entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender

Compensation for delay.

- The will be the same percentage as that in the tender at
- The amount of this percentage (not exceeding 10 percent) will be fixed in every cast to suit requirements

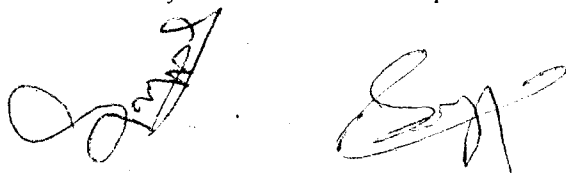


Action when whole of security deposit is forfeited.

Clause 3. In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or deducted by installment), the X.E.N , Auqaf shall have power to adopt any of the following courses, as he may deem best audited to the interest of the Auqaf Department.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the X.E.N Auqaf shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Auqaf Department.
- (b) To employ labour paid by the Auqaf Department & to supply materials to carry out the work, or any part of the work, debiting the contractor with the costs of the labour and the price of the materials of the amount of which cost & price a certificate of the X.E.N Auqaf shall be final and conclusive against the contractor) and crediting him with the value of the work done, in the respects in the same manner and at the same rates as it has been carried out by the contractor under the terms and his contract; the certificate of the X.E.N Auqaf as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted and of his hands, and to give it to another contractor to complete, in which such case may expenses which may be incurred in the excess of the sum which would have been paid to the original contractor, if the whole work has been executed by him (of the amount of which excess the certificate in writing of the X.E.N. Auqaf shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Auqaf Department under the contract otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

in the even of any of the above courses being adopted by the Executive Engineer Auqaf. The contractor shall have no claim to purchased or procured any materials or entered in to any engagements or made any advances on account of, or with a view to the execution of the work of the performance of the contract. And in case, the contract shall be rescinded under the provision aforesaid, the contractor shall not entitled to recover or be paid any sum for any work thereof under this contract unless and until the X.E.N (A), shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.



Clause 4: In any case in which any or the powers conferred upon the Executive Engineer Auqaf by clause 3 thereof, shall have become execrable and the same shall not be exercisable, the non-exercise thereof not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, he is declared liable to pay compensation to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected, to the event of the X.E.N Auqaf putting in force either of the powers (a) or (c) vested in him under the preceding clause, 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 thereon, belonging to the contractor, 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 of the contract rates or in case of these not being applicable, at current rates, to be certified by the X.E.N Auqaf whose certificate thereof shall be final, other wise the X.E.N Auqaf may be notice in verifying to the contractor or his clerk of the work, sub Engineer or other authorized agent require him to remove such tools, plant, material or stores from the premises (within a time to be specified such notice); and in the event of the contractor failing to comply with any such requisition, the X.E.N Aqua may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the X.E.N Auqaf as to the expense of any such removal, and the amount of the proceeds of any such shall be final and conclusive against contractor.

Contractor remains liable to pay compensation if action not taken under clause 3.

power to take possession of or on require removal of or sell contractor's plant.

Clause 5: 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 it's execution or on any other ground he shall apply in writing to the X.E.N Auqaf within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and X.E.N Auqaf shall in his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time which, in his opinion, be necessary or proper.

Extension of time.

Clause 6: On completion of the work, the contractor shall be furnished with a certificate by X.E.N Auqaf (hereinafter called the Engineer-in Charge) of completion, but on such certificate shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials

Final Certificate

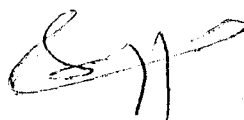
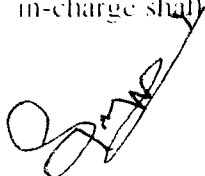
and rubbish, and cleansed of the dirt from all wood work, doors, windows with flowers; or other, parts any building in, upon or about which the work is to be execute, or of which he may have had possession for the execution thereof, nor until the work shall have been measured by the Engineer-in Charge whose measurement shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for 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, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.

Payments on intermediate certificate to be regarded as advances

Clause 7: No payments shall be made for works estimated to cost less than rupees on thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in case of work estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof 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. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the requiring of ban, unsound, imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an addition of the due performance contract of any part thereof in any respect or the acquiring of any claim, nor shall it conclude determine or affect in any way the power of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bill to be submitted monthly

Clause 8: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all the work executed in the previous month and the Engineer-in-charge shall take or cause to taken the requisite measurement



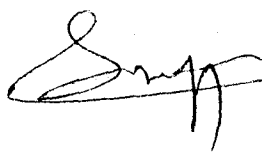
for the purpose of having the same verified, and the claim, as for as admissible if possible, before the expiry of ten days from the presentation of the bill, Is the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant. and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 9: The contractor shall submit all bills on the printed forms to be have on application at the office of the Engineer-in-charge and the charges in the bill 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 tender at the rates hereinafter provided for such work.

Bill to on printed forms.

Clause 10: If the specifications or estimate of the work provides for the use of any special description of materials to be supplied form the Engineer-in-charge's store, or if it requires that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof at hereinafter mentioned being so far as practicable for the convenience of the contractor but not as in any way to control the meaning or effect of this contract specified in the schedule or memorandum thereto annexed). The contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set so and deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against, or from the security deposit, or the proceeds sale thereof. If the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the Auqaf Department and shall not of any amount be removed from the site work, and shall at all times be open inspection by the

stores supplied by the Auqaf Department



Engineer-in-charge and such materials unused in perfectly good condition on determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand be shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or any wastage in or damage to any such materials.

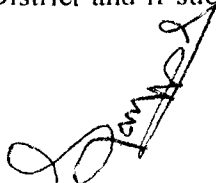
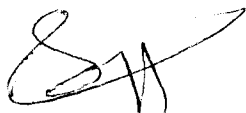
work to be executed in accordance with specification drawings, orders & etc.

Clause 11: The contractor shall execute the whole and part of the work in the most substantial and workman, and both as regards materials and otherwise in every respect in strict accordance with the specification. The Contractor shall also confirm exactly, full and faithfully to the designs, drawings, and instruction in writing relating to the work signed to the work signed by Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office hours, and the contractor shall, if he so requires, be entitled as his own expense to make or cause to be made copies of the specifications and of all such designs drawings, and instructions as aforesaid.

Alteration in specifications & designs do not invalidate contract.

Clause 12 : The Executive Engineer Auqaf shall have power to make alterations in or additions to the original specifications, drawings, 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 which may be given to him in writing signed by the Engineer-in-charge or X.E.N (Auqaf) and such alteration shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same directions in all respects on which he agreed to be 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 extend in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as no proportion. And if the additional work includes any class of work of which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of the District and if such list men class of work is not entered in the

Extension of time in consequence of alterations.



schedule of rates of the District, then contractors shall within seven days of the date of receipt 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 does not agree to the 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 incurred any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rates shall be fixed by the X.E.N, Auqaf in the event of a dispute, the decision of the chief Administrator Auqaf will be final.

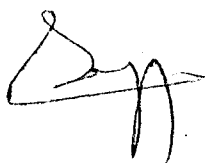
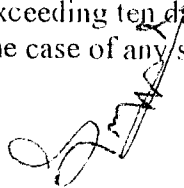
Rates for works not in estimate, or schedule of rates of the District.

Clause 13: If any time after the commencement of the work, the Auqaf department shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which might have derived from the execution of the work in full, but which he did not 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, drawings and instructions which shall involve any curtailment of the work so originally contemplated.

No compensation for alteration in or restriction of work to be carried out.

Clause 14: If it shall appear to the Engineer-in-charge or his subordinate incharge of the work, that any work has been executed with unsound, Imperfect, or unskillful workmanship or with materials of any inferior description, 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, other-wise not in accordance with the contract, that contractor shall, on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith, rectify, or remove and reconstruct the work so specified in whole or in part. as the case may require or as the case may be remove too materials or articles so specified and provide other proper and suitable materials or 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 his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of once percent on the amount of the estimate for every day not exceeding ten days which his failure to do so shall continue, and in the case of any such failure, the Engineer-in-charge may rectify or

Action & compensation payable in case of bad work



remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

work to be open to inspection

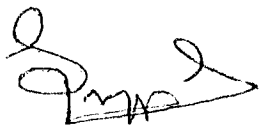
Clause 15: All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at times during the usual working hours, and at all other times at which reasonable notice of the interior of the Engineer-in-charge or his sub-ordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a reasonable agent duly accredited in writing present for that purpose, Order given to the contractor's agent shall be considered to have the same force as if had given to the contractor himself.

Contractor or responsible agent to be present

Clause 16: The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or 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 be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of any work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work, or the materials with which the same was executed.

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

Clause 17: If the contractor, or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, face, enclosures, or grass land, or cultivated ground contiguous to the premises on which the work or part of it is being executed, or if any damage shall happen to the work while in progress; from any cause whatsoever or any imperfections become apparent in it within three months after a certificate, final or other, of its completion shall have been given by the Engineer-in-charge aforesaid, the contractor shall make the same good at his own expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workman, and deduct the



expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may the or at any time thereafter become due to the contractor, or from his security deposit or proceed of sale thereof or of a sufficient portion thereof.

Clause 18: The Contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's store) plant, tools appliances, ladders cordage tackle scaffolding, and temporally works requisite for proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or 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 carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the measured materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any item and from time to time of the work or materials, Failing his so doing, the same may be provided by the Engineer-in-charge at expense of the contractor and the expenses may be deducted from any money due the contractor under the contract or from his security deposit or the proceeds of sale thereof. The contractor shall also provide all necessary fencing and light repaired to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law, 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 to compromise any claim by any such person.

Contractor to supply plant, ladders, scaffoldings etc.

And is liable for damages arising from non-provisions of lights, fencing etc.

Clause 19: The Contractor shall not set fire to any standing jungle, trees brushwood, or grass without a written permit from the Engineer-in-charge Auqaf.

Measures for prevention of fire.

When such permit is given and, also in all cases, when destroying out or digging up trees, brushwood, grass etc, by fire is necessary, the contractor shall take necessary measures

to prevent such fire spreading to or otherwise surrounding property.

Any damage caused by spreading of such fire whether in or beyond the limits of the Municipal property, shall be made good by the contractor within a period specified by the X.E.N Auqaf or in default the amount of the damage may be made good by the X.E.N Auqaf the expense being recovered from the contractor as damages in the manner prescribed in class I, or deducted by the X.E.N Auqaf from any sum that may be due or become due from the Auqaf Department to the contractor under this contract or otherwise.

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

Clause 20 : No female labour shall be employed within the limits of a Cantonment.

Work on Sundays,

Clause 21: No work shall be done on Sunday without sanction in writing of the Engineer-in-charge.

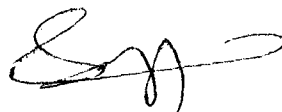
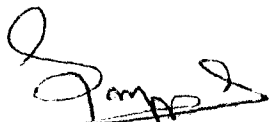
Work not be sublet.

Clause 22: The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Auqaf and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent, or commence any insolvency proceedings or made any composition with his creditors, or attempt to do so or if any bribe, gratuity, gift, loan, pre-requisite reward or advantage, pecuniary or otherwise shall either directly or any of his servants or agents on any public offices or person in the employ of the Auqaf Department in any way relating to his office or employment, or if any such office or person becomes in any way directly or indirectly interested in the contract the X.E.N. Auqaf may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited, and be absolutely at the disposal of the Auqaf Deptt: and the same consequences shall ensure as if the contract, have been rescinded under clause 3 hereof and in addition, the contractor shall not be entitled to recover or be paid of any work thereof actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

Sums payable by way of compensation to be

Clause 23: All sums payable by way of compensation under any of these conditions shall be considered as a reasonable compensation



to be applied to the use of the Auqaf Deptt: without reference to the actual loss or damage sustained, and whether or not and damage shall have been sustained.

Considered as reasonable compensation without reference to actual loss.

Clause 24: in case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the X.E.N Auqaf for his information.

Change of constitution of firm.

Clause 25: All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the Engineer-in-charge 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.

works to be under direction of the Engineer-in-charge.

Clause 26: Except where otherwise specified in the contract, the decision of the X.E.N of Auqaf shall be final conclusive and Ending on all parties to the contract upon all questions to the meaning of the specification, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship, or materials used on work or as to any other question claim, right matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates instructions, orders, of these conditions, or otherwise concerning the works or the execution or failure to execute same. whether arising during the progress of the work, or after the completion or abandonment thereof or the contract shall be final, conclusive and binding on the contractor.

Decision of the Chief Administrator of Auqaf Sind to be final

Clause 28: When the estimates on which a tender is made include lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such times, or if the work in process in not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay lump sum amount entered in the estimate and the certificate the 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 provision of this clause.

Lump sums in estimates

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Action where no specification

Clause 29: in the case of any case of work for which there is not such specification as is mentioned in rule 1, such work shall be carried out in accordance with the Marryat's specifications and in accordance with the instructions and requirements of the Engineer-in-charge.

Defination of work

Clause 30: The expression "works" "work" where used in three conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the work by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Contractor's percentage who there applied to net or gross amount of bill

Clause 31: The percentage referred to at page 2 of the tender will be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.


Clause 32: All quarry fees, royalties, octroi dues other similar charges shall be paid by the contractor, except where otherwise specially mentioned.

Clause 33: The Contractor shall be responsible for, and shall pay any compensation to his workman payable for injuries under the Workmen's Compensation Act, 1923 (VIII of 1923) hereinafter called the said Act. if such compensation is paid by the Auqaf Department as principal under sub-section (1) of section 12 of the said Act, on behalf of the contractor. It shall be recoverable by the Auqaf Deptt: from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner and in clause I of the condition of contract from.

Clause 34: Tender percentage shall not applied on transport charges.

Contractor


M/s Shafi Muhammad
Govt: Contractor


Executive Engineer Auqaf
Sindh, Hyderabad.



Ph: 022-9200495
Fax: 022-9200496

NO: AUQ (CAA) ENGG:HYD:/2015- 156
OFFICE OF THE CHIEF ADMINISTRATOR
AUQAF SINDH HYDERABAD

DATED 03/08/2015

To,

M/S FIM Enterprises
Government Contractor

**SUBJECT:- CONSTRUCTION OF REST HOUSE AT DARGAH SACHAL SARMAST DISTRICT
KHAIRPUR**

Reference: **Your Tender dated 17-02-2015**

Your offer to Execute the above work at the rate mentioned bellow being lowest in competition is here by accepted as.

"Civil work" @ 24.98% above

"Electric work" @ 9.5% above

"Plumbing work" @ 9.5% above

You are therefore requested to start the work immediately and complete the same up to June, 2016 according to specification as per schedule under the supervision of Assistant Engineer Auqaf Department Hyderabad.

The quality of workmanship be maintained.

(ALI MUHAMMAD JAT)
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

DISTRIBUTION.

1. P.S to Chief Administrator Auqaf Sindh Hyderabad for favour of information.
2. Administrator Auqaf Hyderabad. Zone.
3. Accounts / Audit / Budget officer Auqaf Sindh Hyderabad.
4. Office Order file.


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD

NO:AUQ(CAA)ENGG:/2015-144

DATE:

To,

M/s FIM Enterprises

Subject:- LETTER OF ACCEPTANCE

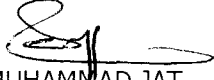
Ref:- Construction of Rest House at Dargah Sachal Sarmast District Khairpur

Your offer B-I/B-II tender for the above work at (Civil work), 24.98% above G.I. Pipe (Sanitary Work), 9.5% Above (Sanitary Work), at Par (Electric Works) 9.5% on Schedule items along with Non-Schedule items amounting to Rs.6352970/- which comes to Rs.28229213/- (Rupees Twenty Eight Point Two Two Nine Million) accepted.

The bid money of 2% of the bid Value submitted by you will be treated as "Performance Security" Remaining 8% amount will be deducted from each running bill as security deposit.

It should be noted that any typographical mistake or error in Schedule 'B' of the agreement will be red strictly as per Schedule of rates in force and that any change in Schedule 'B'/Estimate if made by the Consultant or Executive Engineer in the Government interest during execution of work, will be acceptable to you un-conditionally.

You are therefore requested to attend the office of the undersigned for signing of the agreement.


ALI MUHAMMAD JAT
EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD

1. Copy forwarded to Assistant Engineer Auqaf Sindh Hyderabad

EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



**SCHEDULE _ F TO BID
(INTEGRITY PACT)
DECLARATION OF FEE COMMISSION AND BROKERAGE ETC PAYABLE BY
CONTRACTOR**

(for contractor worth Rs.10.00 Million or More)

Contract No.AUQ(CAA)ENGG:HYD/2015-156 Dated:-

Contract Value: Rs.28229213/-

Contract Title Construction of Rest House at Dargah Sachal Sarmast District Khairpur

M/s FIM Enterprises hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or obligation or benefit from Government of Sindh (Gos) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.


Without limiting the generality of the foregoing, FIM Enterprises represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from Executive Engineer Auqaf, Sindh except that which has been expressly declared pursuant hereto.

FIM Enterprises accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

FIM Enterprises accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agree that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any right and remedies exercised by PA in this regard, {name of Supplier/Contractor /Consultant} agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by FIM Enterprises as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from PA.


{Contractor}


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- AUQAF DEPARTMENT
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial _____
- 3) TITLE OF CONTRACT Engineering Branch _____
- 4) TENDER NUMBER INF-KRY No.317/15 _____
- 5) BRIEF DESCRIPTION OF CONTRACT Constt: of Rest House at Dargah Sachal Sarmast Daraza _____
- 6) FORUM THAT APPROVED THE SCHEME Competant Authority _____
- 7) TENDER ESTIMATED VALUE 29.504 (Million) _____
- 8) ENGINEER'S ESTIMATE 28.229 (Million) _____
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) June 2017 _____
- 10) TENDER OPENED ON (DATE & TIME) 17.02.2015 _____
- 11) NUMBER OF TENDER DOCUMENTS SOLD 5 _____
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 5 _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 5 _____
- 14) BID EVALUATION REPORT Attached _____
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Firm Enterprises _____
- 16) CONTRACT AWARD PRICE 28.229 (Million) _____
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
i) M/s Firm Enterprises _____
ii) M/s AMB & Co: _____
iii) M/s Nazir Ahmed Shaikh & Co: _____
- 18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Local _____ 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:



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"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	I.D # 22 609 Dated 01.02.2015
No	

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

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

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

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

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

Yes	x
No	

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

Yes	x
No	

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

Yes	x
No	

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

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

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

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

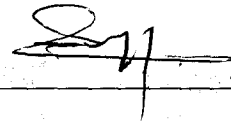
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

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

Yes	x
No	

Signature & Official Stamp of
Authorized Officer _____



FOR OFFICE USE ONLY

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

Print

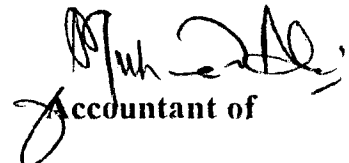
Save

Reset



(cd)

Sold to M/S FIM Enterprises Contractor for Rs 4000/-
Vide R.No 29600K No 426 Dt 16-2-2015 which will be received by the
Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover on
_____ at A.M / P.M.


Accountant of
Auqaf Hyderabad

No.

Works Department Auqaf

Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for works.

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the


Fim Enterprises
Chief Executive

work. Only one rate of percentage more or less on all the estimated and scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the sind from of Invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors wishing to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work which they refer to written outside the envelope,

Pay

Pay

Pak F

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Payab

Please do

- 5. The Executive Engineer Auqaf will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form Receipts for the earnest money, forwarded with the tender, shall be given to the contractors on the day the money is received. In the event of a tender being accepted, the contractors shall there-upon, for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be returned to the contractor making tender on his giving the receipt for the return of the money.
- 6. The Executive Engineer Auqaf, Sind shall have right of rejecting all or any of the tenders.

TENDER FOR WORKS

- In figure as I/We hereby tender for the execution of the Auqaf, well as In words Department of the work specified in the underwritten memorandum within the time specified in such memorandum at*

Civil Work 24/98 above ✓
 Electric 9.95% above
 Plumbing 9.95% above

_____ % above / below the rates entered in the, estimates / schedule of rates mentioned in Rule No.1 and in accordance in all respects with the specifications, drawings and instructions in, writing referred to in Rule I here of and in clause 1.1 of annexed, conditions, and with such materials are as provided for, by and in all other respect in accordance with such conditions so for as applicable.

[Signature]
Fim Enterprises
Chief Executive

[Signature]

[Signature]
Fim Enterprises
Chief Executive

3544610

0124-D.H.A BRANCH, KARACHI

Date: _____

16-FEB-2015

Not Over PKR *****590,080.00****

Pay Order

Pay To CHIEF ADMINISTRATOR, AUQAF SINDH HYDERABAD Or Order

Pak Rupees FIVE HUNDRED NINETY THOUSAND EIGHTY AND 00 ONLY PKR *****590,080.00

On Account of This PO is valid for 6 months only

Azeem Ahmad
FoA # 41 A

FAYSAL AZIM LEHRI
A-108

Payable at : Any Branch of FBL in Pakistan

Please do not write below this line.

⑈02909141⑈0600124⑈00000000000000000000⑈020⑈

MSTOCK KHANPUR

separate inst

- (b) Estimated cost without contingencies Rs. 29-504 (M) (b) This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.
- (c) Earnest money (2 percent) Rs. 590080/-
- (d) Security deposit (including earnest money) 0 percent Rs.
- (e) percentage, if any, to be deducted from bills (Rupees) Rs.
- (f) Time allowed for the completion of work from date fixed: in written orders to commence _____ days _____ months _____ years.

- (c) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case where security deposit is taken see note to clause of conditions of contractor,

Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof to forfeit and pay to the Executive Engineer Auqaf or his successors in Office, the sums of money mentioned in the said conditions.

The sum of Rs _____

is herewith forwarded in currency notes as earnest money (a) the fail value of which is to be absolutely forfeited to the Executive Engineer Auqaf or his successors in office, Should I/We not deposit the full amount of security specified in the above memorandum, in accordance with clause I(A) of the said conditions of contract, otherwise the sum of Rs _____ shall be retained by the Executive Engineer Auqaf on account of such security deposit at aforesaid

Give particulars and numbers

Strike out(a) if no each security deposit it taken.

Fim Enterprises
Chief Executive

(4)

(b) the full value of which shall be retained by the Executive Engineer Auqaf on account of the security deposit specified in clause I (B) of the said conditions of contract).

Strike out (b) If any cash security deposit is taken.

Signature of Contractor

Dated, the _____ day of _____ 20____

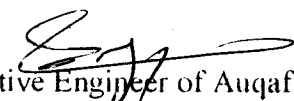
Signature of contractor before submission of tender.

Signature of Witness

Address :-

Signature of witness of contractor's signature.

The above tender is hereby accepted at _____ %above below the schedule rates the Chief Administrator of Auqaf Sind at Hyderabad.


Executive Engineer of Auqaf
Sindh, Hyderabad.

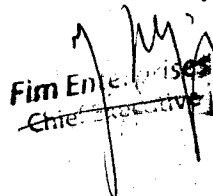
Dated, the _____ day of _____ 20____

Signature of the officer by whom accepted.

CONDITIONS OF CONTRACT

Security deposit

Clause 1 :- The person/persons, whose tender may be accepted (hereinafter called the contractor); shall (A) (within one day for a contract of Rs 1000/- or less two days for one of Rs 2000/- or less and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to the Executive Engineer (if deposited for more than twelve 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 the X.E.N (Auqaf) 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 the X.E.N, (Auqaf) by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as nontemplated at (A) above then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost


Firm Enterprises
Chief Executive



to be applied to the use of the Auqaf Deptt. without reference to the actual loss or damage sustained, and whether or not and damage shall have been sustained.

Considered as reasonable compensation without reference to actual loss.

Clause 24: in case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the X.E.N Auqaf for his information.

Change of constitution of firm.

Clause 25: All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the Engineer-in-charge 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.

works to be under direction of the Engineer-in-charge.

Clause 26: Except where otherwise specified in the contract, the decision of the X.E.N of Auqaf shall be final conclusive and Ending on all parties to the contract upon all questions to the meaning of the specification, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship, or materials used on work or as to any other question claim, right matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates instructions, orders, of these conditions, or otherwise concerning the works or the execution or failure to execute same. whether arising during the progress of the work, or after the completion or abandonment thereof or the contract shall be final, conclusive and binding on the contractor.

Decision of the Chief Administrator of Auqaf Sind to be final

Clause 28: When the estimates on which a tender is made include lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such times, or if the work in process is not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay lump sum amount entered in the estimate and the certificate the 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 provision of this clause.

Lump sums in estimates

Fim Enterprises
Chief Executive

Action where no specification

Clause 29: in the case of any case of work for which there is not such specification as is mentioned in rule 1, such work shall be carried out in accordance with the Marryat's specifications and in accordance with the instructions and requirements of the Engineer-in-charge.

Defination of work

Clause 30: The expression "works" "work" where used in three conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the work by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Contractor's percentage who there applied to net or gross amount of bill

Clause 31: The percentage referred to at page 2 of the tender will be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

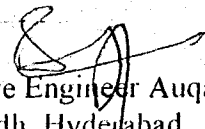
Clause 32: All quarry fees, royalties, octroi dues other similar charges shall be paid by the contractor, except where otherwise specially mentioned.

Clause 33: The Contractor shall be responsible for, and shall pay any compensation to his workman payable for injuries under the Workmen's Compensation Act, 1923 (VIII of 1923) hereinafter called the said Act, if such compensation is paid by the Auqaf Department as principal under sub-section (1) of section 12 of the said Act, on behalf of the contractor. It shall be recoverable by the Auqaf Deptt. from the contractor under subsection (2) of the said section. Such compensation shall be recovered in the manner and in clause I of the condition of contract from.

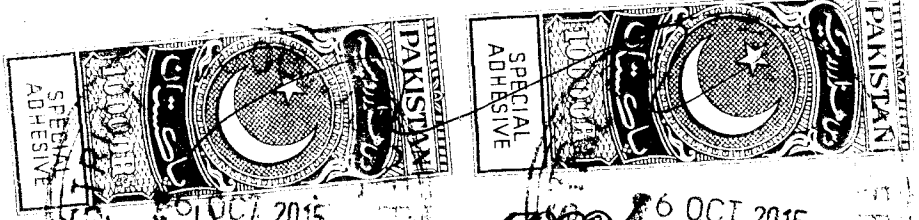
Clause 34: Tender percentage shall not applied on transport charges.

Contractor

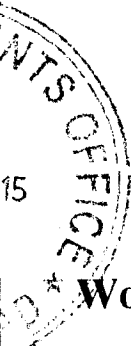
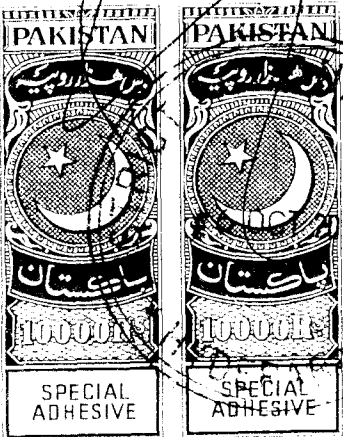

Fim Enterprises
Chief Executive


Executive Engineer Auqaf
Sindh, Hyderabad.

(b)



Sold to M/s Shakeel Ahmad Contractor for Rs 5000 6 OCT 2015
Vide R.No 20 book No 426 Dt 10-2-15 which will be received by the
Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover on
_____ at A.M / P.M.



[Signature]
Accountant of

Auqaf Hyde

No.

Works Department Auqaf

Government of Sindh, Hyderabad.



Percentage, Rate – Tender & Contract for works

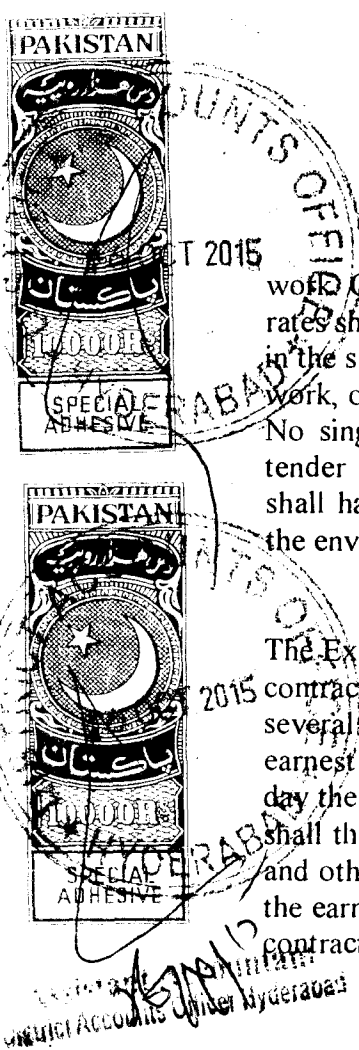
General Rules & Directions for the Guidance of Contracts

[Signature]
Assistant Accountant
District Accounts Office, Hyderabad

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm by one of the partners, or by some other person having the effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form for _____ percent above or below the rates specified in Rule 1, he is w

[Signature] *[Signature]*

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119



(2)

Only one rate of percentage more or less on all the estimated and scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the sind from of Invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors wishing to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work which they refer to written outside the envelope,

The Executive Engineer Auqaf will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form Receipts for the earnest money, forwarded with the tender, shall be given to the contractors on the day the money is received. In the event of a tender being accepted, the contractors shall there-upon, for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be returned to the contractor making tender on his giving the receipt for the return of the money.

- 6. The Executive Engineer Auqaf, Sind shall have right of rejecting all or any of the tenders.

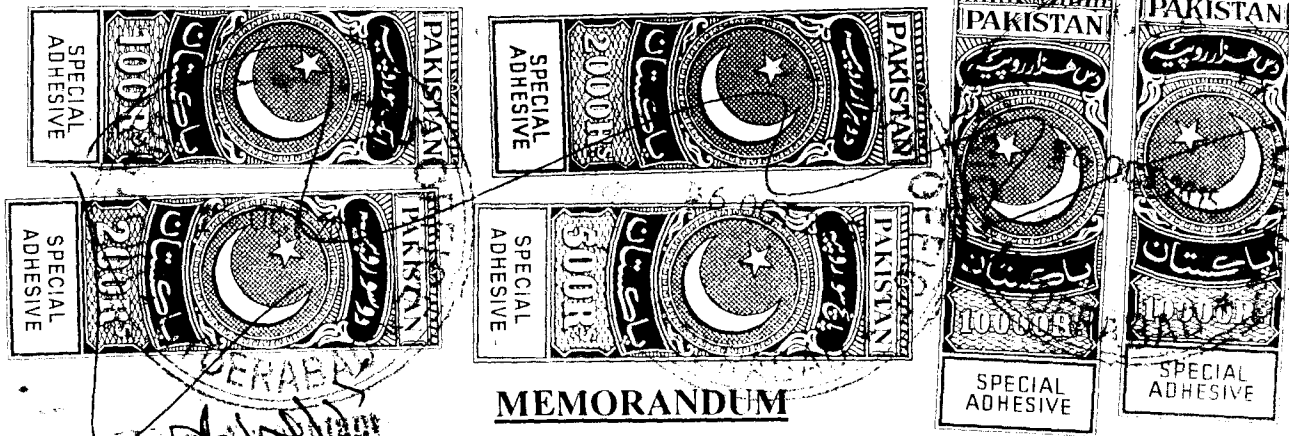
TENDER FOR WORKS

- In figure as I/We hereby tender for the execution of the Auqaf, well as In words Department of the work specified in the underwritten memorandum within the time specified in such memorandum at*

*17% above in work
54% above work
59% above planting*

% above / below the rates entered in the, estimates / schedule of rates mentioned in Rule No.1 and in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule 1 here of and in clause 1.1 of annexed, conditions, and with such materials are as provided for, by and in all other respect in accordance with such conditions so for as applicable.

SA



District Accounts Officer Hyderabad

UBI — UNITED BANK LTD

Branch UBI Gasimabad Br: Hyd No. SD 5284622

SECURITY DEPOSIT RECEIPT Date 09-2- 2015

Received from Shafi Muhammad

On account of Chief Administrator Auqaf Sindh Hyd (Name of the Applicant)

Rupees Seven Lacs Only (Name & Official Designation of Beneficiary)

as and by way of security deposit refundable at call according to the terms and conditions printed overleaf For United Bank Limited

Rs 700000
Do not write below this line

[Signature]
Officer

[Signature]
Manager

(f) Time allowed for the completion of work from date fixed: in written orders to commence _____ days _____ months _____ years.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof to forfeit and pay to the Executive Engineer Auqaf or his successors in Office, the sums of money mentioned in the said conditions.

The sum of Rs _____

is herewith forwarded in currency notes as earnest money (a) the full value of which is to be absolutely forfeited to the Executive Engineer Auqaf or his successors in office, Should I/We not deposit the full amount of security specified in the above memorandum, in accordance with clause I(A) of the said conditions of contract, otherwise the sum of Rs _____ shall be retained by the Executive Engineer Auqaf on account of such security deposit at aforesaid

(a) If several sub: _____ are included, they should be detailed in separate list

This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.

(c) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case where security deposit is taken see note to clause of conditions of contractor,

Give particulars and numbers
Strike out(a) if no each security deposit is taken.

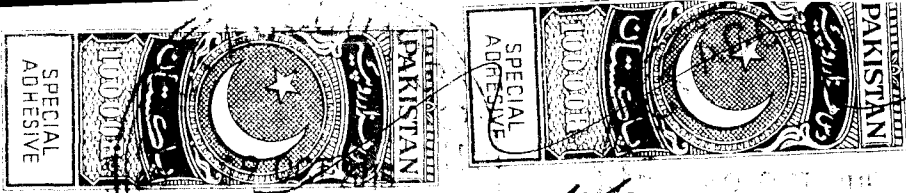
3/501

[Signature]





(f)



Sold to M/S Nazir Ahmad Shah Contractor for Rs 3000/-
 Vide R. No. 426 book No 22-DU 13-2-2015 which will be received by
 Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover
 _____ at A.M / P.M.

M. A. Siddiqi
 Accountant of
 Auqaf Hyderabad

No.

Works Department Auqaf

Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for works.

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad District Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm by one of the partners, or by some other person having authority to give effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake it.



[Signature]

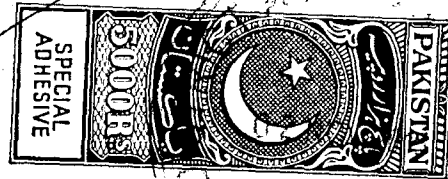
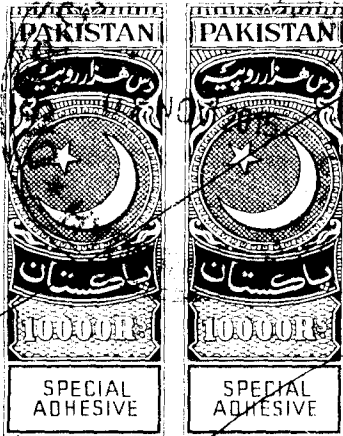
M. A. Siddiqi

۱۰۰۰ روپیہ کا ٹیکہ

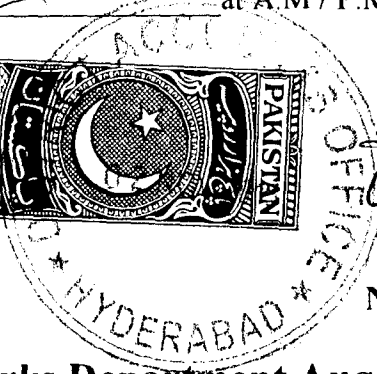


(cd)

Sold to M/s FIM Enterprises Contractor for Rs 4000/-
Vide R.No 29600K No 426 Dt/ 16-2-2015 which will be received by the
Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover on
at A.M / P.M.



Accountant of
Auqaf Hyderabad



No.

Works Department Auqaf

Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for work

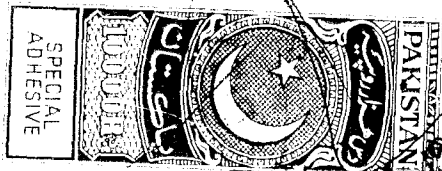
General Rules & Directions for the Guidance of Contractor

All works proposed for execution by contract will be notified in a form invitation to tender posted on a board hung up in the office of the Chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad / Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of specifications, designs and drawings and estimated rate, scheduled rates and other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.

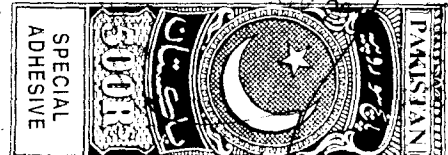
In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the

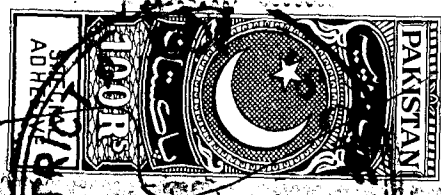


M/s FIM Enterprises
Chief Executive



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7 OCT 2015
HYDERABAD

work. Only one rate of percentage more or less on all the estimated and scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the kind from of Invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors wishing to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work which they refer to written outside the envelope.

The Executive Engineer Auqaf will open tenders in the presence of any intending contractor who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form. Receipts for the earnest money, forwarded with the tender, shall be given to the contractors on the day the money is received. In the event of a tender being accepted, the contractors shall there-upon for the purpose of identification, sign copies of the specification and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be returned to the contractor making tender on his giving the receipt for the return of the money.

The Executive Engineer Auqaf, Sind shall have right of rejecting all or any of the tenders.



TENDER FOR WORKS

HYDERABAD



OFFICE
HYDERABAD

I/We hereby tender for the execution of the Auqaf, Department of the work specified in the underwritten memorandum with the time specified in such memorandum at*

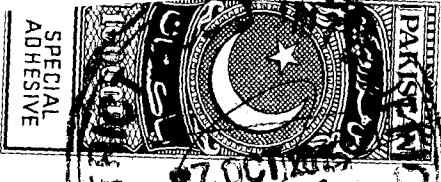
*Civil work 18% above
Electric 5% above
Plumbing 5% above*

% above / below the rates entered in the estimates / schedule of rates mentioned in Rule No.1 and in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule I here of and in clause 1.1 of annexed conditions, and with such materials are as provided for, by and in all other respect in accordance with such conditions so far as applicable.

Assistant Accountant
Hyderabad

Handwritten signature and initials

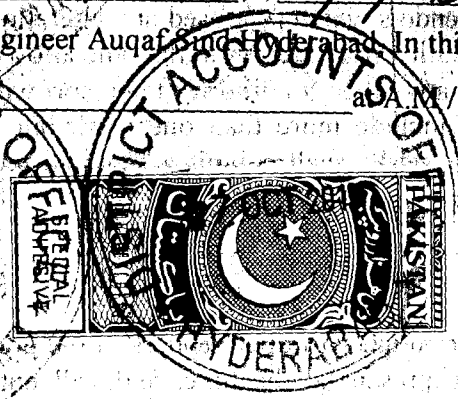
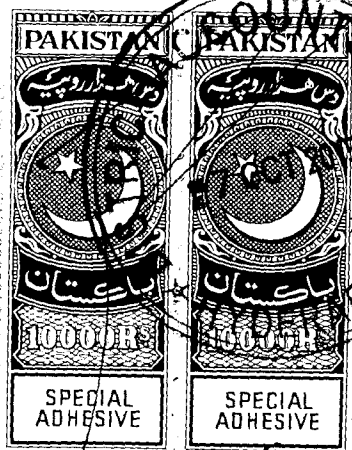
(CA)



Sold to M/s **AMB & CO** Contractor

Contract No. **1007**

Vide R.No. **23** ~~book~~ **NO 426** DU **13/2/2015** which will be received by the Executive Engineer Auqaf Sind Hyderabad. In this Office under a sealed cover on at **A.M./P.M.**



Accountant of
Auqaf Hyderabad, C.O.

No.

Works Department Auqaf

Government of Sindh, Hyderabad.



Percentage, Rate - Tender & Contract for works

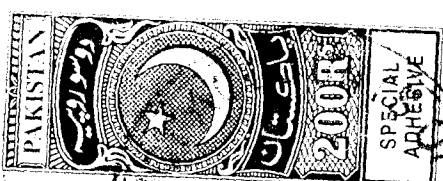
Assistant Accountant
District Accounts Officer Hyderabad

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must 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 a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipts must be signed the name of the firm, by one of the partners, or by some other person having authority to give effectual receipts of firm.
4. Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the

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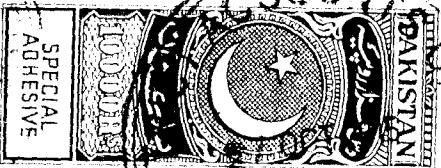
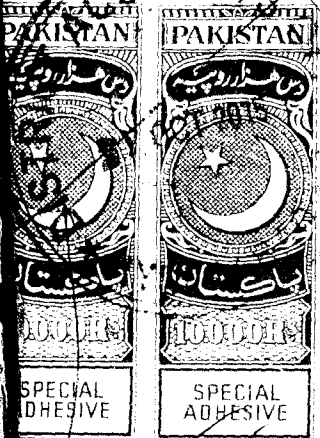


Sold to M/s Kajput traders Contractor for Rs 3000/-

Vide R.No 24 Book No 426 Dt 13-2-2015 which will be received by the

Executive Engineer Auqaf Sind Hyderabad, In this Office under a sealed cover

at A.M / P.M.



Muhammad Ali
Accountant of
Auqaf Hyderabad



No.

Works Department Auqaf

Government of Sindh, Hyderabad.

27/4/15
Percentage, Rate - Tender & Contract for works.
Assistant Accountant
District Accounts Officer Hyderabad

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of the chief Administrator of Auqaf Sind / Administrator of Auqaf Sind Hyderabad Dy: Administrator of Auqaf Karachi. 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 works also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tenderer and the percentage, in any, to be deducted from bills copies of the specifications, designs and drawings and estimated rate, scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer Auqaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Auqaf during office hours.

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

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

Any person, who submits a tender, shall fill up the usual form stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the


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BID EVALUATION REPORT

- | | | |
|-----|--|--|
| 1. | Name of Procuring Agency | Chief Administrator Auqaf Sindh Hyderabad |
| 2. | Tender reference No. | INF/KRY No.317/2015, dated 01.02.015 |
| 3. | Tender Description /Name of work /Item | Construction of Dargah & Musafirkhana at Makli, Abdullah Shah Ashabi District Thatta |
| 4. | Method of Procurement | |
| 5. | Tender Published | SPPRA S# 22609. dated 01.02.2015 |
| 6. | Total Bid Documents sold | Six Nos. |
| 7. | Total Bid Received | Five Nos. |
| 8. | Technical Bid Opening date (if applicable) | Not applicable |
| 9. | No. of Bid Technically Qualified (if applicable) | Not applicable |
| 10. | Bid (s) Rejected | Nil |
| 11. | Financial Bid Opening date | 17.02.2015 |

SR. NO.	NAME OF FIRM OF BIDDER	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE / REJECTION	REMARKS
01.	M/s Shafi Muhammad	Rs.35162251/-	1 st lowest	Higher then estimated cost	Accepted being lowest amongst the Competitors	Accepted
02.	M/s Rajput Traders	Rs.38846725/-	2 nd lowest	---	Rejected	Highest
03.	M/s Ali Jumani	Rs.41705009/-	3 rd lowest	---	Rejected	Highest
04.	M/s Jiya Enterprises	Rs.41083717/-	4 th lowest	---	Rejected	Highest
05.	M/s FIM Enterprises	Rs.42827732/-	5 th lowest	---	Rejected	Highest


 EXECUTIVE ENGINEER AUQAF
 SINDH HYDERABAD


 EXECUTIVE ENGINEER
 PROVINCIAL BUILDINGS DIVISION
 HYDERABAD


 CHIEF ADMINISTRATOR AUQAF
 SINDH HYDERABAD

TENDERS OPENING SHEET

NAME OF WORK	Construction of Musafirkhama at Dargah Shah Yakeek District Thatta.
ESTIMATED COST	Rs.20.674 (Million)
EARNEST MONEY	Rs.413480/-
DATE OF ISSUE	01.02.2015
DATE OPENING	17.02.2015
N.I.T NUMBER	INF/KRY No.317/2015, dated 01.02.015

SR#	NAME CONTRACTOR	RATE QUOTED BY CONTRACTOR
01.	M/s Ali jumani Enterprises.	Rs: 19783985/= Lowest
02.	M/s Zafar & Company	Rs: 20093085/=
03.	M/s AMB & co.	Rs: 20228445/=
04.	M/s FIM Enterprises.	Rs: 22284841/=
05.	M/s Jiya Enterprises	Rs: 22994139/=

Certified that the above tenders were opened in presence of following members of procurement committee


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD


CHIEF ADMINISTRATOR AUQAF
SINDH HYDERABAD


EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD


BID EVALUATION REPORT

- | | | |
|-----|--|---|
| 1. | Name of Procuring Agency | Chief Administrator Auqaf Sindh Hyderabad |
| 2. | Tender reference No. | INF/KRY No.317/2015, dated 01.02.015 |
| 3. | Tender Description /Name of work /Item | Construction of Musafir khana at Dargah Shah Yakeek District Thatta |
| 4. | Method of Procurement | |
| 5. | Tender Published | SPPRA S# 22609. dated 01.02.2015 |
| 6. | Total Bid Documents sold | Five Nos. |
| 7. | Total Bid Received | Five Nos. |
| 8. | Technical Bid Opening date (if applicable) | Not applicable |
| 9. | No. of Bid Technically Qualified (if applicable) | Not applicable |
| 10. | Bid (s) Rejected | Nil |
| 11. | Financial Bid Opening date | 17.02.2015 |

SR. NO.	NAME OF FIRM OF BIDDER	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE / REJECTION	REMARKS
01.	M/s Ali Jumani	Rs.19783955/-	1 st lowest	Higher then estimated cost	Accepted being lowest amongst the Competitors	Accepted
02.	M/s Zafar & company	Rs.20093085/-	2 nd lowest	---	Rejected	Highest
03.	M/s AMB & co	Rs.20225443/-	3 rd lowest	---	Rejected	Highest
04.	M/s FIM Enterprises	Rs.22284841/-	4 th lowest	---	Rejected	Highest
05.	M/s Jiya Enterprises	Rs.22994139/-	5 th lowest	---	Rejected	Highest


 EXECUTIVE ENGINEER AUQAF
 SINDH HYDERABAD


 EXECUTIVE ENGINEER
 PROVINCIAL BUILDINGS DIVISION
 HYDERABAD


 CHIEF ADMINISTRATOR AUQAF
 SINDH HYDERABAD

TENDERS OPENING SHEET

NAME OF WORK Construction of Rest House at Dargah Sachal Sarmast District Khair pur.

ESTIMATED COST Rs.29.504 (Million)

EARNEST MONEY Rs.590080/-

DATE OF ISSUE 01.02.2015


DATE OPENING 17.02.2015


N.I.T NUMBER INF/KRY No.317/2015, dated 01.02.015

SR#	NAME CONTRACTOR	RATE QUOTED BY CONTRACTOR
01.	M/s FIM Enterprises.	Rs: 28229213/= <i>Lowest</i>
02.	M/s AMB & co .	Rs: 29303982/=
03.	M/s Nazir Ahmed Shaikh & co.	Rs: 30454650/=
04.	M/s Jiya Enterprises.	Rs: 32033294/=
05.	M/s Ali Jumani Enterprises	Rs: 32446428/=

Certified that the above tenders were opened in presence of following members of procurement committee


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD


EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD


Chief Administrator Auqaf
Sindh Hyderabad

BID EVALUATION REPORT

1. Name of Procuring Agency Chief Administrator Auqaf Sindh Hyderabad
2. Tender reference No. INF/KRY No.317/2015, dated 01.02.015
3. Tender Description /Name of work /Item Construction of Rest House at Dargah Sachal Sarmast District Khair pur
4. Method of Procurement
5. Tender Published SPPRA S# 22609. dated 01.02.2015
6. Total Bid Documents sold Five Nos.
7. Total Bid Received Five Nos.
8. Technical Bid Opening date (if applicable) Not applicable
9. No. of Bid Technically Qualified (if applicable) Not applicable
10. Bid (s) Rejected Nil
11. Financial Bid Opening date 17.02.2015

Sr. No.	NAME OF FIRM OF BIDDER	COST OFFERED BY THE BIDDERS	RANKING IN TERMS OF COST	COMPARISON WITH ESTIMATED COST	REASON FOR ACCEPTANCE / REJECTION	REMARKS
01.	M/s FIM Enterprises	Rs.28229213/-	1 st lowest	Higher then estimated cost	Accepted being lowest amongst the Competitors	Accepted
02.	M/s AMB & co	Rs.29303982/-	2 nd lowest	---	Rejected	Highest
03.	M/s Nazir Ahmed Shaikh & co	Rs.30454650/-	3 rd lowest	---	Rejected	Highest
04.	M/s Jiya Enterprises	Rs.32033294/-	4 th lowest	---	Rejected	Highest
05.	M/s Ali Jumani Enterprises	Rs.32446428/-	5 th lowest	---	Rejected	Highest


EXECUTIVE ENGINEER AUQAF
SINDH HYDERABAD


EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD


CHIEF ADMINISTRATOR AUQAF
SINDH HYDERABAD



GOVERNMENT OF SINDH
AUQAF, RELIGIOUS AFFAIRS,
ZAKAT & USHR DEPARTMENT

NOTIFICATION

NO.SO(DEV)5(27)ADP-2009-10/06Dargahs/14: With the approval of competent authority, Procurement Committee is hereby constituted under Rule 7 of the Sindh Public Procurement Regulatory Authority Act, 2010 for procurement of "Goods / Works" in the office of Chief Administrator Auqaf Hyderabad, Auqaf Department, Government of Sindh, including procurement involving foreign exchange. The composition of the committee is as under:-

- | | | |
|----|--|----------|
| 1. | Mr. Abdul Rehman Channa | Chairman |
| 2. | Mr. Ali Muhammad Jaf,
XEN Auqaf
Office of the Chief Administrator, Auqaf Sindh | Member |
| 3. | Executive Engineer
Provincial Building Division,
Hyderabad | Member |

2. The functions and responsibilities of the committee, in terms of Rule 7 & 8 of SPPRA-2010 shall be as under:-

- a) Preparing of bidding documents
- b) Carrying out Technical as well as financial evaluation of the bids
- c) Preparing evaluation report as provided in Rule 45
- d) Making recommendation for the award of contract to competent authority
- e) Perform any other function ancillary and incidental to the above

GHULAM MUSTAFA PHUL
SECRETARY TO GOVERNMENT OF SINDH

NO.SO(DEV)5(27)ADP 2009 10/06Dargahs/14

Karachi dated: 5th December 14

A copy is forwarded for information to:-

1. The Accountant General Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Buildings) Hyderabad.
4. The Chairman / Members of the Committee.
5. The PS to Secretary of this Department.
6. Notification file.

(HAMID KHAN)
SECTION OFFICER (DEV)



XEN
11/2

STATEMENT SHEET

S/No	Name of Work	Name of Contractor	Rate Coted	Signature	Remarks
a	Construction and Allied facilities at D/ Shah Abdul Karim Bulri Distt. T. M. Khan				
1		M/s Shafi mohammad	21% above CW 10% " EW 5% " PW	[Signature]	
2		M/s AMB & Co	18% above CW 5% " PW	[Signature]	Lowest
3		M/s Illahi bux Ansari & Bros			
4		M/s Jiya Enterprises	20% above CW 6% " EW 10% " PW	[Signature]	
5		M/s Ali Jumani Enterprises	19% above CW 11% " EW 10% " PW	[Signature]	
6		M/s FIM Enterprises	22% above CW 11% " EW 5% " PW	[Signature]	
b	Construction of Dargah & Musafirkhana D/ Abdullah shah Ashabi at Makli Distt. Thatta				
1		M/s Shafi mohammad	17% above CW 5% " EW 5% " PW	[Signature]	Lowest
2		M/s Rajput Traders	25% above CW 15% " EW 10% " PW	[Signature]	
3		M/s Illahi bux Ansari & Bros			
4		M/s Jiya Enterprises	42% above CW 10% " EW	[Signature]	
5		M/s Ali Jumani Enterprises	45% above CW 12% " EW 10% " PW	[Signature]	
6		M/s FIM Enterprises	48% above CW 15% " EW	[Signature]	
c	Construction of Musafirkhana at D/ Shah yakeek Distt. Thatta				
1		M/s Zaifur & Company	25% above CW 12% " EW 10% " PW	[Signature]	
2		M/s AMB & Co	28% above CW 10% " EW 10% " PW	[Signature]	Lowest
3		M/s Jiya Enterprises	50% above CW 15% " EW 15% " PW	[Signature]	
4		M/s Ali Jumani Enterprises	45% above CW 11% " EW 9% " PW	[Signature]	
5		M/s FIM Enterprises	46% above CW 12% " EW 12% " PW	[Signature]	

[Signature]
17/11/15

d	Construction of Rest House at Dargah Sachal Sarmat Distt: khairpur					
1	M/s Nazir Ahmed Shaikh & Co					
2	M/s AMB & Co					
3	M/s Jiya Enterprises					
4	M/s Ali Jumani Enterprises					
5	M/s FIM Enterprises					Lowest
e	Construction of Dargah Gul Shah Bukhari at Hyderabad					
1	M/s Zafar & Company					
2	M/s Rajput Traders					
3	M/s Jiya Enterprises					Lowest
4	M/s Ali Jumani Enterprises					
5	M/s FIM Enterprises					
f	Construction of Dargah Yousif Shah Jeelani at Larkana					
1	M/s Nazir Ahmed Shaikh & Co					Lowest
2	M/s Rajput Traders					
3	M/s Jiya Enterprises					
4	M/s Ali Jumani Enterprises					
5	M/s FIM Enterprises					

27/15

Lawrence