OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD NO:AUQ(CAA)ENGG:/2015-154 DATED: (2) 2 3 (2)

To,

5

M/s Nazir Ahmed Shaikh & Co:

Subject:-

LETTER OF ACCEPTANCE

Ref:-

1.

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

Copy forwarded to Assistant Engineer Augaf 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:/2015-150 Dated: じろんとりつ

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.

M. Just (Contractor)

EXECUTIVE ENGINEER AUQAL SINDH HYDERABAD

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NO: AUQ (CAA) ENGG:HYD:/2015- / 5°C OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD

DATED 03/08/2015

10

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 Augaf Department Hyderabad.

The quality of workmanship be maintained.

(ALI MUHAMMAD JAT) EXECUTIVE ENGINEER AUQAF SINDH HYDERABAD

#### DISTRIBUTION.

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

Administrator Augaf Hyderabad. Zone.

Accounts / Audit / Budget officer Augaf Sindh Hyderabad.

Office Order file.

EXECUTIVE ENGINEER AUQAF

SINDH HYDERABAD

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### 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 (For civil works only)	11.550 (Million)
9)	ESTIMATED COMPLETION PERIOD (AS P	
10)	TENDER OPENED ON (DATE & TIME)	17.02.2015
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	) 5
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 SUCCESSF	UL BIDDER M/s Nazir Ahmed Shaikh & Co:
16)	CONTRACT AWARD PRICE	11.550 (Million)
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. $1^{\rm st}$ , $2^{\rm nd}$ , $3^{\rm rd}$ EVALUATION BID).	/ALUATION REPORT i) M/s Nazir Ahmed Shaikh & Co: ii) M/s Raiput Traders
		iii) M/s Jiya Enterprises
18)	METHOD OF PROCUREMENT USED : - (Tic	ck one)
	a) SINGLE STAGE - ONE ENVELOPE	PROCEDURE Local Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE x
	c) TWO STAGE BIDDING PROCEDUR	Ex
	d) TWO STAGE TWO ENVELOPE BI	DDING PROCEDURE x
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED I

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19)	APPRO	OVING AUTHORITY	FOR AWARD OF CON	TRACT _	
20)	WHET	HER THE PROCURE	MENT WAS INCLUDE	D IN ANN	UAL PROCUREMENT PLAN?  Yes No
21)	ADVE	RTISEMENT:			
	i)	SPPRA Website (If yes, give date and	I SPPRA Identification N	103	I.D # 22 609 Dated 01.02.2015
				No	
	ii)	News Papers (If yes, give names o	f newspapers and dates)	Yes	х
				No	
22)	NATUF	RE OF CONTRACT			Domestic/ Int.
	WAS IN	HER QUALIFICATIO NCLUDED IN BIDDI enclose a copy)	ON CRITERIA NG / TENDER DOCUM	IENTS?	Yes V No
ĺ	WAS IN	HER BID EVALUATI NCLUDED IN BIDDI enclose a copy)	ION CRITERIA NG / TENDER DOCUM	ENTS?	Yes V No
			COMPETENT AUTHO PEN COMPETITIVE BI		S OBTAINED FOR USING A  Yes No
26)	WAS B	ID SECURITY OBTA	MNED FROM ALL THE	E BIDDERS	Yes V No
			FUL BID WAS LOWES ID (in case of Consultan		ATED Yes V No
	WHETH COMPL		TUL BIDDER WAS TEC	THNICALL	Y Yes V No
		HER NAMES OF THI ME OF OPENING OF		IR QUOTI	ED PRICES WERE READ OUT AT  Yes   No   No   No   No   No   No   No   N
	WHETH CONTR		REPORT GIVEN T	O BIDDE	RS BEFORE THE AWARD OF
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AMINITIZE CIACU		2011
Signature & Official Stamp of Authorized Officer		
	No	
(If yes, give Brief Description)		
38) SPECIAL CONDITIONS, IF ANY	Yes	×
37) WERE PROPER SAFEGUARDS PROVIDED ON MOTHE CONTRACT (BANK GUARANTEE ETC.)?	BILIZATIO	Yes No
(If yes, enclose a copy)		Yes No v
SUPPLIER'S PREMISES IN CONNECTION WITH TO BE ASCERTAINED REGARDING FINANCING OF VI	IE PROCUR	EMENT? IF SO, DETAILS TO
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL		
35) WAS IT ASSURED BY THE PROCURING AGENC BLACK LISTED?	Y THAT TI	HE SELECTED FIRM IS NOT Yes No
	No	
(If yes, give detailed reasons.)	Yes	x
34) DEVIATION FROM QUALIFICATION CRITERIA	No	
	NI.	
33) WAS THE EXTENSION MADE IN RESPONSE TIME: (If yes, give reasons)	Yes	х
	No	
(If yes, give details)	Yes	х
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN	<u> </u>	DER NOTICE / DOCUMENTS
	No	<del>- 17 - 17 - 17 - 17 - 17 - 17 - 17 - 17</del>
31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	х

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

Print

Save

Reset

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Sold to M/3 Nazir Ah and Shaik Contractor for Rs 300/= Vide R. No. 426 box No. 22 Dt/ 13-2-2015 which will be received by the

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

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Augaf Hyderabad

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## Works Department Augaf 1 (2010) 129 1100

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Government of Sindh, Hyderabad.

and the same above a few or the second of th Percentage, Rate - Tender & Contract for works." 213 प्रतासकत्त्वम् कर्मान्त्वम् १ व. मेर्ने असी परित्र प्राप्ती पुलितान्त्वम् अस्ति अस्ति । महिन्द्रीयस्य समितिकार

#### General Rules & Directions for the Guidance of Contractors

There is a part of the above of week with the

- 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 Augaf Sind / Administrator of Augaf Sind Hyderabad Dy: Administrator of Augaf 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 Augaf Sind shall also be open for inspection by the contractor at the office of the Executive Engineer Augaf during office hours. and the state of the state of the state of
- in a few righter days as built in march of the rest In the event of the tender being submitted by a firm, it must be signed separately 2. 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. He of viant process in this confinition of a
- 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 ease 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.

The state of the s

4 Any person, who submits a tender, hall fill up the usual from 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.

- day divit food The Executive Engineer Auquaf 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 from 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, the confine that a second of the property of the transfer of the second of filias <mark>and the consistence of the second second second second builting the second sec</mark>

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The Control of the co At the code that the state of t In figure as was a live whereby tender for the execution of the Auquf,

work specified in the underwritten memorandum at\* well as In words Department of the work specified in the underwritten memorandum 17.907 within the time specified in such memorandum at\*

% 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. tion of cheater the contract agreement of a case of the second the case of the contract of the second second c

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Pay Order

A/C PAYEE ONLY

No. POICFKHI 00014177

Ref No T15047561000051

Date:

16 FEB 2015

Amount not over PKR 230,000.00 only CHIEF ADMINISTRATOR AUQAF HYDERABAD pay to the order of TWO HUNDRED THIRTY THOUSAND ONLY Rupees Payable at issuing branch only Authorised Signature II. O 50'. "00014177"05300B91 Please do not write below this line (b) This deposit will vary from 1 (c) Earnest money (2 percent) percent to 10 percent of the (d) Security deposit (including earnest estimated cost of the work according to the requirements of (e) percentage, if any, to be deducted from bills the case. ) Rs..... Employed and America Holles and the con-Adam Harris Burns This percentage, where no (f) Time allowed for the completion of work from date security deposit is taken, will fixed in written orders to commence \_\_\_\_\_days vary from 5 percent to 10 percent according to the Should this tender be accepted. I/We hereby agree to abide by requirements of and fulfill all the terms and provisions of the said conditions of the case where contract annexed here to so far as applicable or in defau't security deposit thereof to forfeit and pay to the Executive Engineer Augaf or is taken see note his successors in Office, the sums of money mentioned in the to clause of said conditions. a temporal de gran en le profita em la lega a reconsella la medicina de la la la conditions of The sum of Rs at 1 hardets of the advantage of the sum of the category of the sum of the category of the sum of the sum of the category of the sum of the contractor, is herewith forwarded in currency notes as earnest money (a) Give particulars the fail value of which is to be absolutely forfeited to the and numbers Executive Engineer Augaf or his successors in office. Should

I/We not deposit the ful amount of security specified in the

above memorandum, in accordance with clause I(A) of the said

Engineer Aufaf on account of such security deposit at aforesaid

otherwise the

shall be retained by the Executive

conditions of contract,

Strike out(a) if no eacl: security deposit it taken-

MUNAL WAL

(b) the full value of which shall be retained by the Executive Engineer Augaf 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.

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Signature of Contractor 医二甲腺素化二氯化物 医乳体 医乳体

Company of the Compan

Signature of contractor before submission of tender.

Signature of Witness ...

Address:-

Signature of witness of contractor's signature: 💛 🥂 and the second

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Separate of William dear Miller

The above tender is hereby accepted at 32 44 %above (b) below the schedule rates the Chief Administrator of Augaf Sind at Hyderabad.

> Executive Engineer of Augaf Sindh, Hyderabad.

Dated, the

day of and more therein in a segment of a the comment of the

Signature of the officer by whom : accepted.

Security deposit

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#### **CONDITIONS OF CONTRACT**

AND INCOME TO THE PROPERTY OF THE PROPERTY OF

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, (Auaqf) by way of r 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, (Augaf (a) 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 Augaf 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 Augaf 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 deligned (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, Augaf (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.

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.

MANAY

Action when whole of security deposit is fortified.

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. Augaf 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 Augaf Department.
- (b) To employ labour paid by the Augaf 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 Augaf 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 be the contractor under the terms and his contract; the certificate of the X.E.N Augaf 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 ease 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. Augaf 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 Augaf 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 ease, the contract shall be reseinded 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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In any case in which any or the powers contigred upon the Executive Engineer Augaf 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 not withstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, be 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 Augaf 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 uled 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 Auaqf whose certificate thereof shall be final, other wise the X.E.N Augaf 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 XEN 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 Augaf as to the expense of any such removal, and the amount of the proceeds of any such shall be final and conclusive against contractor

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 be 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.

Clause 6: On completion of the work, the contractor shall be furnished with a certificate by X.E.N Auquaf (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

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.

Extension of time.

Final Certificate

M. A. Am

and rubbish, and cleansed of the dirt from all wood work, doors, windows will flowers; or other, parts any building in, upon or about the high 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-errected, 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-incharge 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

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.

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 Augaf Department and shall not of any amount be removed from the site work, and shall at all times be open inspection by the

Bill to on printed forms.

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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.

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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.

Transfer all trade and distributed to the result of the transfer of the

Alteration in specifications & designs do not invalidate contract.

Extension of time in consequence of alterations.

Clause 12: The Executive Engineer Auquaf 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 XEN (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 h 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 work is not entered in the

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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 carryout 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

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Clause 13: If any time after the commencement of the work, the Augaf 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 be did not derive in consequence of the full amount of the work not having been carried out, neither shall be having 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 and the state of t contemplated. o denografia nom nocas

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

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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 qualify 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 many be at the risk and expense in all respects of the contractor.

work to be open to inspection

om thow to restroyer to completely a degree on 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 yisit 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

particular state of

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Clause 16: The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate incharge of the work before convering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be raken 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

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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 it's 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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whe by mea 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-incharge'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 Auquaf.

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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Measures for prevention of fire.

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 22:

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

The Contractor shall not be assigned or sublet

Work not be sublet

without the written approval of the X.E.N, of Augaf 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 Augaf 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. Augaf 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 Augaf 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 formwith 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 XEN of Augaf 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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any able 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.

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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 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

Executive Engineer Augaf Sindh, Hyderabad.



ph: 022-9200495 fax: 022-9200496 NO: AUQ (CAA) ENGG:HYD:/2015-147
OFFICE OF THE CHIEF ADMINISTRATOR
AUQAF SINDH HYDERABAD

DATED OSKOR/SUCCE

lo,

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 impetition 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 to June, 2016 according to specification as per schedule under the supervision of Assistant gineer Augaf Department Hyderabad.

The quality of workmanship be maintained.

(ALI MUHAMMAD JAT) ECUTIVE ENGINEER AUQAF

#### STRIBUTION.

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

Administrator Augaf Hyderabad. Zone.

Accounts / Audit / Budget officer Augaf Sindh Hyderabad.

Office Order file.

EXECUTIVE ENGINEER AUQAF SINDH HYDERABAD

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## OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD NO:AUQ(CAA)ENGG:/2015- /6 > DATED

To,

M/s Rajput Traders

Subject:-

LETTER OF ACCEPTANCE

Ref:-

1.

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

Copy forwarded to Assistant Engineer Augaf 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

04/58/2000

(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

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

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### 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 (For civil works only)	11.274 (Million)
9)	ESTIMATED COMPLETION PERIOD (AS P	ER CONTRACT) June 2017
10)	TENDER OPENED ON (DATE & TIME)	17.02.2015
11)	NUMBER OF TENDER DOCUMENTS SOLI (Attach list of buyers)	) 5
12)	NUMBER OF BIDS RECEIVED	5
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS <sup>5</sup>
14)	BID EVALUATION REPORT (Enclose a copy)	Attached
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s Rajput Traders
(6)	CONTRACT AWARD PRICE	11.274 (Million)
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	i) M/s Rajput Traders
		ii) M/s Zafar & Company
		iii) M/s Jiya Enterprises
(81	METHOD OF PROCUREMENT USED : - (Tic	ck one)
	a) SINGLE STAGE ONE ENVELOPE	PROCEDURE Local Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE x
	c) TWO STAGE BIDDING PROCEDUR	REx
	d) TWO STAGE - TWO ENVELOPE BI	<u> </u>
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	. METHOD OF PROCUREMENT WAS ADOPTED i.e G etc. with brief reasons:

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14)	APPKU	TY ING AUTHUKH	L FOR A WAKD	OF CONTRA		
20)	WHET	HER THE PROCUR	EMENT WAS I	NCLUDED II	N ANNU	AL PROCUREMENT PLAN?  Yes No No
21)	ADVE	RTISEMENT:				
	i)	SPPRA Website (If yes, give date ar	nd SPPRA Identi	fication No.)		0 # 22 609 ated 01.02.2015
	ii)	News Papers (If yes, give names	of newenanere a	nd dates)	Yes	x
		(11 yes, give name)	or newspapers a	nd dates)	No	
22)	NATUF	RE OF CONTRACT				Domestic/ Int.
	WAS IN	HER QUALIFICATI NCLUDED IN BIDE enclose a copy)		DOCUMENT	TS?	Yes V No
	WAS IN	HER BID EVALUA' NCLUDED IN BIDD enclose a copy)			rs?	Yes V No
		HER APPROVAL O OD OTHER THAN (				DBTAINED FOR USING A  Yes No
26)	WAS B	ID SECURITY OBT	AINED FROM	ALL THE BII	DDERS?	Yes V No
		HER THE SUCCESS EST EVALUATED				ED Yes No
	WHETH COMPL	HER THE SUCCESS HANT?	SFUL BIDDER V	WAS TECHN.	ICALLY	Yes V No
		HER NAMES OF TI ME OF OPENING C		ND THEIR (	QUOTED	PRICES WERE READ OUT AT
	CONTR			IVEN TO I	BIDDERS	S BEFORE THE AWARD OF

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3 <u>8</u> 1	THE CONTRACT (BANK GUARANTEE ETC.)?  SPECIAL CONDITIONS, IF ANY		Yes No
37)	(If yes, enclose a copy)  WERE PROPER SAFEGUARDS PROVIDED O		Yes No V
36)	WAS A VISIT MADE BY ANY OFFICER/OFFICE SUPPLIER'S PREMISES IN CONNECTION WIT BE ASCERTAINED REGARDING FINANCING (	H <b>TH</b> E PROC	UREMENT? IF SO, DETAILS TO
35)	WAS IT ASSURED BY THE PROCURING AC BLACK LISTED?	ENCY THAT	THE SELECTED FIRM IS NOT Yes No No
		No	
34)	DEVIATION FROM QUALIFICATION CRITERI (If yes, give detailed reasons.)	A Yes	x
		. No	
33)	) WAS THE EXTENSION MADE IN RESPONSE T (If yes, give reasons)	IME? Yes	×
		Yes	^
32	) ANY DEVIATION FROM SPECIFICATIONS GI' (If yes, give details)	r	T
		No	
	) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	X

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

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Sold to M/S Rajput Fracters Contractor for Rs 200/2

Vide R. No 24 book No 426 Dt/03-8-2015 which will be received by the Executive Engineer Augaf Sind Hyderabad, In this Office under a sealed cover on at A.M/P.M.

Accountant of

Augaf Hyderabad

No.

# **Works Department Augaf**

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 ease 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, hall fill up the usual from stating at how much percentabove 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 from 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 Auquaf, 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
within the Underspecified in such memorandum at\*

% 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.

the fail value of which is to be absolutely forfeited to the Executive Engineer Auquaf or his successors in office, Should I/We not deposit the ful 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 Auquaf on account of such security deposit at aforesaid

Give particulars and numbers

Strike out(a) if no each security deposit it taken. (b) the full value of which shall be retained by the Executive Engineer Auquaf 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 & Auquaf Sindh, Hyderabad.

Dated, the

day of

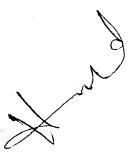
20

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 (Augaf) 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, (Anaqf) 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



11/1

of the work, it shall be lawful for the X.E.N, (Augaf (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 Augaf 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 Augaf 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 deligned (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.

• 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.



Action when whole of security deposit is fortified.

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 Augaf 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 Augaf 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 be 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.

In any case in which any or the powers conterred upon the Executive Engineer Augaf 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 not withstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, be 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 Augaf 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 Auaqf whose certificate thereof shall be final, other wise the X.E.N Augaf 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 Augaf 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

Extension of time.

Clause 6: On completion of the work, the contractor shall be furnished with a certificate by X.E.N. Auquf (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

opinion, be necessary or proper.

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 be 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

Final Certificate

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-errected, 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-incharge 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

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 Augaf Department and shall met 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

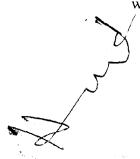
Engineer-in-charge and such materials unused in perfectly good condition on determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand be shall so require, but the contractor shall not be entitled to return any such materials unless with 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.

Extension of time in consequence of alterations.

Clause 12: The Executive Engineer Augaf 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 (Augaf) 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 work is not entered in the



schedule of rates of the District, then contractors shall within seven days of the date of receipt of the order to carryout 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 be did not derive in consequence of the full amount of the work not having been carried out, neither shall be having 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.

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 qualify 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 terdays 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 many be at the risk and expense in all respects of the contractor.

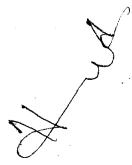
work to be open to inspection

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 incharge of the work before convering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be raken 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 it's 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-incharge'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 Auquaf.

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

Measures for prevention of fire

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. Augaf or in default the amount of the damage may be made good by the X.E.N Augaf the expense being recovered from the contractor as damages in the manner prescribed in class I, or deducted by the X.E.N Augaf from any sum that may be due or become due from the Augaf 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.

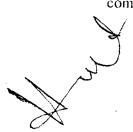
Work not be sublet.

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

Clause 22: The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Augaf 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 Augaf 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. Augaf 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 Augaf 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.

Sums payable by way of

All sums payable by way of compensation under any Clause 23: compensation to be 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 formwith notified by the contractor to the X.E.N Augaf 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-cliarge 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

nim under the pro

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 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

Executive Engineer Auquaf Sindh, Hyderabad.

OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD NO:AUQ(CAA)ENGG:/2015-AC /48 DATED

To,

M/s AMB & Co:

Subject:-

LETTER OF ACCEPTANCE

Ref:-

1.

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

Copy forwarded to Assistant Engineer Augaf 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 Mor

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

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

		-



Ph: 022-9200495 Fax: 022-9200496 NO: AUQ (CAA) ENGG:HYD:/2015-/46
OFFICE OF THE CHIEF ADMINISTRATOR
AUQAF SINDH HYDERABAD

DATEC

03/08/2015

To,

M/S AMB & Cò:

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 Augaf Department Hyderabad.

The quality of workmanship be maintained.

(ALI MUHAMMAD JAT) EXECUTIVE ENGINEER AUQAF SINDH HYDERABAD

#### DISTRIBUTION.

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

Administrator Augaf Hyderabad. Zone.

Accounts / Audit / Budget officer Auqaf Sindh Hyderabad.

Office Order file.

EXECUTIVE INGINEER AUQA SINDH HYDERABAD

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### 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 PI	June 2017 ER CONTRACT)
10)	TENDER OPENED ON (DATE & TIME)	17.02.2015
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	) <sup>6</sup>
12)	NUMBER OF BIDS RECEIVED	5
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS
14)	BID EVALUATION REPORT (Enclose a copy)	Attached
15)	NAME AND ADDRESS OF THE SUCCESSFU	UL BIDDER M/s AMB & Co:
12)	Will have the head of the doccless.	
16)	CONTRACT AWARD PRICE	32.411 (Million)
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	/ALUATION REPORT i) M/s AMB & Co: ii) M/s Ali Jumani
		iii) M/s Jiya Enter Prises
18)	METHOD OF PROCUREMENT USED : - (Tic	k one)
	a) SINGLE STAGE ONE ENVELOPE	PROCEDURE Local Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE x
	c) TWO STAGE BIDDING PROCEDUR	Ex
	d) TWO STAGE - TWO ENVELOPE BI	DDING PROCEDUREx
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED I

		-
		-

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?  21) ADVERTISEMENT:  21) SPPRA Website (If yes, give date and SPPRA Identification No.)  32) NATURE OF CONTRACT  33) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)  44) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)  45) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?  46) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?  47) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)  48) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?  49) WHETHER THE SUCCESSFUL BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?  40) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?  41) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach copy of the bid evaluation report)			Chief Administrator Auqaf Sindh
Pes V No  21) ADVERTISEMENT:  i) SPPRA Website (If yes, give date and SPPRA Identification No.)  ii) News Papers (If yes, give names of newspapers and dates)  22) NATURE OF CONTRACT  23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)  44) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? (If yes, enclose a copy)  25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?  26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?  27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)  28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY Yes V No  29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?  90) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  (Attach cow of the bid evaluation report)	19) APPR	COVING AUTHORITY FOR AWARD OF CONTI	RACT
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(If yes, give date and SPPRA Identification No.)  No  No  No  No  No  No  No  No  No  N			Yes I.D # 22609
ii) News Papers (If yes, give names of newspapers and dates)  Yes	i)		
ii) News Papers (If yes, give names of newspapers and dates)  Yes		(If yes, give date and SPPKA Identification No.)	1 1
(If yes, give names of newspapers and dates)  No  No  No  No  No  No  No  No  No  N			
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METHOD OTHER THAN OPEN COMPETITIVE BIDDING?  Yes No  Yes No  Yes No  Yes No  No  Yes No  No  Whether the successful bid was lowest evaluated bid (in case of Consultancies)  Whether the successful bidder was technically compliant?  Whether the successful bidder was technically compliant?  Whether names of the bidders and their quoted prices were read out at the time of opening of bids?  Whether evaluation report given to bidders before the award of contract?  (Attach copy of the bid evaluation report)	` `		
(6) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?  Yes V No  No  WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)  WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?  WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?  WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  (Attach copy of the bid evaluation report)	25) WHE	THER APPROVAL OF COMPETENT AUTHORF	TY WAS OBTAINED FOR USING A
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(Attach copy of the bid evaluation report)	,		BIDDERS BEFORE THE AWARD OF
Yes V No			Emminut   Emminut
	(1 mac		Yes V No

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Signature & Official Stamp of Authorized Officer	- Marie Mari
	No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes
THE CONTRACT (BANK GUARANTEE ETC.)?	Yes No
37) WERE PROPER SAFEGUARDS PROVIDED ON	
36) WAS A VISIT MADE BY ANY OFFICER/OFFICE SUPPLIER'S PREMISES IN CONNECTION WITH BE ASCERTAINED REGARDING FINANCING OF (If yes, enclose a copy)	THE PROCUREMENT? IF SO, DETAILS
BLACK LISTED?	Yes No
35) WAS IT ASSURED BY THE PROCURING AGE	NO NOT THE SELECTED FIRM IS N
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes
	No
33) WAS THE EXTENSION MADE IN RESPONSE TIN (If yes, give reasons)	ME? Yes x
	No
(If yes, give details)	Yes
32) ANY DEVIATION FROM SPECIFICATIONS GIVE	EN IN THE TENDER NOTICE / DOCUMEN
	No
31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes

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

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(A)

Sold to MS ABB & CO	Contractor for Rs	(eag)=
Vide R. No. 23 back NO 426 Dt/	13/2/2015 which	will be received by the
Executive Engineer Auquaf Sind Hyd	<i>I</i> '	
	at A M / D M	

Accountant of
Augaf Hyderabad

No.

# **Works Department Augaf**

Government of Sindh, Hyderabad.

Percentage, Rate - Tender & Contract for works.

#### General Rules & Directions for the Guidance of Contractors

- 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 ease 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, hall fill up the usual from stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the

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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,

- 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 from 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 Auquif, Sind shall have right of rejecting all or any of the tenders.

# TENDER FOR WORKS

I/We hereby tender for the execution of the Auqui, well as havords Populity ent of the work specified in the underwritten memorandum

willing the time specified in such memorandum at\*

% above / below the rates entered in the, estimates / cehedule 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 other respect in accordance with such conditions so for as applicable.

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HYDERABAD

CDR No: 0000034391 [squed\_On: 12/02/15

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

Received From: CHIEF ADMINISTRATOR OKAE SINDH

On A/C Of...: M/S AMB & CO

The Sum of Rs: Six Bundred Thousand Only

as a Depasit repayable at Call

For the Bank of Puniah

Then parament is required, this Receipt want be returned to the Bank data discharger as the Depositor Queder the words 'Received par bore: The hard reverves the right to refund the amount to the parchaser in the absence of navec a decharge

DO NOT TRUE THE THIS LITE

# 1751350#0830283%00000000000#080# separate list

Dist:	Tando Mohd Khan	
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(b) Estimated cost without contingencies Rs 29-76/lbs)

(c) Earnest money (2 percent)

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

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

(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 defau't thereof to forfeit and pay to the Executive Engineer Augaf or his successors in Office, the sums of money mentioned in the said conditions.

The sum of Rs

(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,

is herewith forwarded in currency notes as earnest money (a) the fail valor of which is to be absolutely forfeited to the Executive Engineer Augaf or his successors in office, Should 1/We not deposit the ful amount of security specified in the above memorandum, in accordance with clause I(A) of the said conditions contract, otherwise the shall be retained by the Executive Give particulars and numbers

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

Lingineer Augaf on account of such security deposit at aforesaid

, estimates ordance in all istructions in, in of annexed. d for, by and in itions so for as

Augaf,

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(b) the full value of which shall be retained by the Executive Engineer Auquaf 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 (Augaf) 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, (Auaqt) 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

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of the work, it shall be lawful for the X.E.N. (Augaf (at the time of making any payment to the contractor for work some 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 Augaf 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 Augaf 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.

The time allowed for carrying out the work as Clause 2: 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 deligned (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 Augaf (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.

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

Sign

Action when whole of security deposit is fortified.

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 Auquaf 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 Auquaf 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 be 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 conterred upon the Executive Engineer Augaf 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 not withstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, be 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 Augaf 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 uled 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 Auaqf whose certificate thereof shall be final, other wise the X.E.N Augaf 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 Augaf 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.

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

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 be 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

if the contractor shall desire an extension of the

Final Certificate

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opinion, be necessary or proper.

and rubbish, and cleaused of the dirt from all wood work, doors, windows will 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

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-errected, 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-incharge 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 measurements

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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 Augaf Department and shall not of any amount be removed from the site work, and hall 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 &

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.

The Executive Engineer Augaf shall have power

Alteration in specifications & designs do not invalidate contract.

Extension of time in consequence of

alterations.

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 work is not entered in the

to make alterations in or additions to the original specifications,

drawings, and instructions, that may appear to him to be

Clause 12:

schedule of rates of the District, then contractors shall within seven days of the date of receipt of the order to carryout 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 be did not derive in consequence of the full amount of the work not having been carried out, neither shall be having 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.

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 qualify 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 e 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 many 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 incharge of the work before convering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be raken 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 it's 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-incharge'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 Auquaf.

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 for prevention of fire.

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.

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

The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Augaf 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. Augaf 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.

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

Sums payable by way of congersation to be

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to be applied to the use of the Augaf 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 formwith 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 XEN of Auqaf shall be final conclusive and Ending on all parties to the contract upon a!! 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

him under the pr

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 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: charges.

elder percentage shall not applied on transport

Contractor

Executive Engineer Auga. Sindh, Hyderabad.



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

DATED

ĬΟ,

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 ampetition 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 to June, 2016 according to specification as per schedule under the supervision of Assistant figureer Augaf Department Hyderabad.

The quality of workmanship be maintained.

(ALI MUHAMMAD JAT) EXECUTIVE ENGINEER AUQAF SINDH HYDERABAD

#### **型RIBUTION**.

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

Administrator Augaf Hyderabad. Zone.

Accounts / Audit / Budget officer Augaf Sindh Hyderabad.

Office Order file.

EXECUTIVE LINGINEER AUQAF SINDH HYDERABAD

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OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD NO:AUQ(CAA)ENGG: /2015-/5 2 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

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Copy forwarded to Assistant Engineer Augaf Sindh Hyderabad

EXECUTIVE ÉNGINEER AUQAF SINDH HYDERABAD

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# 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 (For civil works only)	19.783 (Million)
9) 10)	ESTIMATED COMPLETION PERIOD (AS PITENDER OPENED ON (DATE & TIME)	ER CONTRACT) June 2017 17.02.2015
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	5
12)	NUMBER OF BIDS RECEIVED	6
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS
14)	BID EVALUATION REPORT (Enclose a copy)	Attached
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER Ms All Jumani Enter Prises
16)	CONTRACT AWARD PRICE	19.783 (Million)
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	ALUATION REPORT i) M/s Ali Jumani ii) M/s Zafar & Company
		iii) M/s AMB & Co:
18)	METHOD OF PROCUREMENT USED : - (Tic	k one)
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Local Domestic/ Local
	b) SINGLE STAGE TWO ENVELOPE	PROCEDUREx
	c) TWO STAGE BIDDING PROCEDUR	E
	d) TWO STAGE – TWO ENVELOPE BI	DDING PROCEDUREx
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED I.  GETC. WITH BRIEF REASONS:

		· 1	_
			-
			-

		Chief Administrator Auqaf Sindh
19)	APPROVING AUTHORITY FOR AWARD OF CON	NTRACT
20)	WHETHER THE PROCUREMENT WAS INCLUDE	ED IN ANNUAL PROCUREMENT PLAN?  Yes No
21)	ADVERTISEMENT:	
	i) SPPRA Website . (If yes, give date and SPPRA Identification N	Yes I.D # 22 609 Dated 01.02.2015
	ii) News Papers (If yes, give names of newspapers and dates)	Yes x
		No
22)	NATURE OF CONTRACT	Domestic/ Local Int.
	WITETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUM (If yes, enclose a copy)	1ENTS?  Yes V No No
	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUM (If yes, enclose a copy)	IENTS? Yes V No
	WHETHER APPROVAL OF COMPETENT AUTHO METHOD OTHER THAN OPEN COMPETITIVE BI	
26)	WAS BID SECURITY OBTAINED FROM ALL THE	E BIDDERS? Yes V No No
	WHETHER THE SUCCESSFUL BID WAS LOWEST BID / BEST EVALUATED BID (in case of Consultan	
- ,	WHETHER THE SUCCESSFUL BIDDER WAS TEC COMPLIANT?	CHNICALLY Yes V No
	WHETHER NAMES OF THE BIDDERS AND THE THE TIME OF OPENING OF BIDS?	Yes No No
, (	WHETHER EVALUATION REPORT GIVEN T CONTRACT? (Attach copy of the bid evaluation report)	O BIDDERS BEFORE THE AWARD OF

		-
		•

38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes No Yes x
37) WERE PROPER SAFEGUARDS PROVIDED ON THE CONTRACT (BANK GUARANTEE ETC.)?	
36) WAS A VISIT MADE BY ANY OFFICER/OFFIC SUPPLIER'S PREMISES IN CONNECTION WITH BE ASCERTAINED REGARDING FINANCING O (If yes, enclose a copy)	H THE PROCUREMENT? IF SO, DETAILS TO VISIT, IF ABROAD:
35) WAS IT ASSURED BY THE PROCURING AGE BLACK LISTED?	ENCY THAT THE SELECTED FIRM IS NO Yes V No
	No
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	
(If yes, give reasons)	Yes X
33) WAS THE EXTENSION MADE IN RESPONSE TH	
(If yes, give details)	Yes
32) ANY DEVIATION FROM SPECIFICATIONS GIVE	TEN IN THE TENDER NOTICE / DOCUMENT
(If yes, result thereof)	Yes

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

Print Save Reset

		-
		_

Sold to Mts Dle Ju marifle Contractor for Rs BECO/S

Vide R No 28 brok No 42-tot/16-2-2015 which will be received by the Executive Engineer Augaf Sind Hyderabad, In this Office under a sealed cover on \_\_at A.M / P.M.

Accountant of

Augaf Hyderabad

No.

## Works Department Augaf

Government of Sindh, Hyderabad,

Percentage, Rate - Tender & Contract for works.

#### General Rules & Directions for the Guidance of Contractors

- 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 ease 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, hall fill up the usual from stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the

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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,

- 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 from 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

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San Angli ng sai sangki na ikan Maka da sa sa s Sangki kana Masa sakan jaka sa sa sa sa sa sa sa sa

granous to a great out from a state of the second

W Book May 1 med Sape 1.

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

Civil Work. 34.96/asceul.

Electric 9.5/asceul.

Schedule of respects writing relations

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

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CHIEF A

PAKIST

# Bank AL Habib Limited PLOT NO 113, 9TH STREET PAUSE IV DHA KARACHI

PAYABLE AT ANY BRANO!! !!! PAKISTAN 14 17.6 2015

	14 FCO	4013		
Date	-			
Date	tribilitation and particular probation	WITH TARREST COM		
			19	

BC

00040041 /00025505/2015 55

Amount PKR 413,480.00

CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD

ker's Cheque

X85413480=1

PAKISTANI RUPEES FOUR HUNDRED THIRTEEN THOUSAND FOUR HUNDRED EIGHTY ONLY.

For Bank AL Habib Limited

AUTHORIZED SIGNATO

neque is valid for twelve months from date of issue

#\*

- (b) Estimated cost without contingencies Rs 20-674 m)
- (c) Earnest money (2 percent).

(Rupees

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

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

(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 defau't thereof to forfeit and pay to the Executive Engineer Augaf or his successors in Office, the sums of money mentioned in the said conditions.

The sum of Rs

(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,

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

Engineer Augaf on account of such segurity deposit at aforesaid

Give particulars and numbers

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

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(b) the full value of which shall be retained by the Executive Engineer Auquaf 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 Auquaf Sindh, Hyderabad.

Dated, the

day of

20

Signature of the officer by whom accepted

#### **CONDITIONS OF CONTRACT**

Security deposit

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. (Auaqf) by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as noncemplated at (A) above there and we such case, if the sum so deposited shall not amount to percent of the total estimated cost Ali Jumania nterprises

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of the work, it shall be lawful for the X.E.N, (Augaf (a) the time of making any payment to the contractor for work dong 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 a by the contractor to the Augaf 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 Augaf 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.

The time allowed for carrying out the work as Clause 2: 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 deligned (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 Augaf (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.

• 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 fortified.

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 XEN Augaf 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 Augaf 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 be 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. Augaf 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 Augaf 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 Augaf. The contractor shall have no claim to purchased or produced 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 XEN (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 conterred a Contractor remains liable upon the Executive Engineer Auquaf by clause 3 thereof, shall as 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 not withstanding. be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, be is declared liable to pay compensation to the whole of his security deposit and the liability of the contractor for post and future compensation shall remain unaffected, to the event of the X.E.N Augaf putting in force either of the powers (a) or and (c) vested in him under the preceding clause, he may if he so desires, take possession of all or any tools, plant, materials and of or on require removal and stores, in or upon the works, or the site thereon, belonging to the contractor, procured by him and intended to be uled for the execution of the work or any part thereof, paying or allowing for the same in account of the contract of rates or in case of these not being applicable, at current rates, to be certified by the X.E.N Auaqf whose certificate thereof shall be final, other wise the X.E.N. Augaf 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 Augaf as to the expense of any such removal, and the amount of the proceeds of any such shall be final and conclusive against contractor.

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. Augaf within 30 days of the date of the hindrance on account of which be desires such extension as aforesaid and X.E.N. Augaf shall in his his opinion (which shall be final) reasonable grounds be shown thereof, authorize such extension of time which, in his opinion, be necessary or proper 1

On completion of the work, the contractor shall Clause 6: be furnished with a certificate by X.E.N Augaf thereinafter 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

to pay compensation if action not taken under clause 3.

 power to take possession of or sell contractor's plant

Extension of time.

Final Certificate

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-errected, 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-incharge 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 measurer on

Ali Jumani Enterprises

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 Augaf 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.

Extension of time in consequence of alterations.

The Executive Engineer Augaf 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 (Augaf) 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 work is not entered in the

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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 carryout 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 be did not derive in consequence of the full amount of the work not having been carried out, neither shall be having 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 qualify 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

ectify or

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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 many 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 incharge of the work before convering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be raken 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 it's 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-incharge'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 Auquaf.

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

Measures for prevention of fire.

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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.

Contract may be

rescinded and

forfeited for

security deposit

or if contractor becomes insolvent.

subletting, bribing

Clause 22: The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Augaf 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. Augaf 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 Augaf 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.

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 Augaf 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 formwith notified by the contractor to the X.E.N Augaf for his information.

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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 Augaf 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 Aguaf 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 the opinion of the Engineer-in-charge, capable 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-cliarge 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

Şindili ir redizeneyer: Ting 26 yıl denisesisi 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 totale with

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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.

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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

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Proprietor

Executive Engineer Augaf Sindh, Hyderabad.

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	
32) ANY DEVIATION FROM SPECIFICATIONS GIV	/EN IN THE TENDER NOTICE / DOCUMEN	ITS
(If yes, give detaits)	Yes	
	No	
33) WAS THE EXTENSION MADE IN RESPONSE TI (If yes, give reasons)	IME? Yes x	
	. No	_
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes x	
	No	
35) WAS IT ASSURED BY THE PROCURING AGI BLACK LISTED?	ENCY THAT THE SELECTED FIRM IS NO Yes No	10.
36) WAS A VISIT MADE BY ANY OFFICER/OFFIC SUPPLIER'S PREMISES IN CONNECTION WITH BE ASCERTAINED REGARDING FINANCING O (If yes, enclose a copy)	H THE PROCUREMENT? IF SO, DETAILS	
37) WERE PROPER SAFEGUARDS PROVIDED ON THE CONTRACT (BANK GUARANTEE ETC.)?	N MOBILIZATION ADVANCE PAYMENT  Yes No	IN
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	<u>.                                      </u>
	No	
Signature & Official Stamp of Authorized Officer	Song-	

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

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					Chief Administrator Auqaf Sindh
19)	) APPRO	VING AUTHORITY	FOR AWARD OF CON	TRACT_	
20)	) WHETI	HER THE PROCURE	MENT WAS INCLUDE	D IN ANI	NUAL PROCUREMENT PLAN?  Yes No
21)	ADVER	RTISEMENT :			
	i)	SPPRA Website	CDDD 4.11 vig vi Ni	Yes	I.D # 22609 Dated: 01.02.2015
		(II yes, give date and	SPPRA Identification N	No No	
	ii)	News Papers (If yes, give names of	f newspapers and dates)	Yes	Х
				No	
22)	NATUR	E OF CONTRACT			Domestic/ Local
23)	WASIN		N CR <b>ITERIA</b> NG / TENDER <b>DOCUM</b>	ENTS?	
	(If yes, c	enclose a copy)			Yes V No
24)	WAS IN	IER BID EVALUATI ICLUDED IN BIDDIN enclose a copy)	ON CRITERIA NG / TENDER DOCUM	ENTS?	Yes V No
25)			COMPETENT AUTHOR PEN COMPETITIVE BII		S OBTAINED FOR USING A Yes No
(6)	WAS BI	D SECURITY OBTA	INED FROM ALL THE	BIDDER	S? Yes V No
7)			UL BID WAS LOWEST ID (in case of Consultanc		ATED Yes V No
8)	WHETH COMPLI		UL BIDDER WAS TEC	HNICALI	Yes No No
9)		ER NAMES OF THE ME OF OPENING OF		R QUOT	ED PRICES WERE READ OUT AT  Yes No No
	CONTRA	ACT?		) BIDDE	ERS BEFORE THE AWARD OF
	(Attach c	opy of the bid evaluati	ion report)		Yes 🗸 No

		-
		•

Sold to Ma	15 Stafi Muh	Contractor	for Rs SOCO = which will be received	
/ Vide R.No	20 book 16 426	Dt/ 10-2-15	which will be received	by the
Executive	Engineer Auqaf Si	nd Hyderabad, In thi	s Office under a sealed co	ver on
		at A.M /	P.M.	

Accountant of

Auqaf Hyderabad

No.

## **Works Department Augaf**

Government of Sindh, Hyderabad.

Percentage, Rate - Tender & Contract for works.

### General Rules & Directions for the Guidance of Contractors

- 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 ease 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, hall fill up the usual from stating at how much percent above or below therates specified in Rule 1, he is willing to undertake the

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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 from 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
within the time specified in such memorandum at\*

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.

Govt: Contractor

Received

On accor

Rupees

refundab

Rs 10

anch BL Qash	nahad Dr: Hyd. What Tove Colles for, Doo 12 5284622		
•	SECURITY DEPOSIT RECEIPT Date (0-9)		
reived from	rafi Muhammad		
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Adminishatev Augustion of Beneficiary) (Name & Official Designation of Beneficiary)		
nees ever	1 (ac Only)		
indable at call accor	ding to the terms and conditions printed overleaf  For Nnited Bank Marie 1		
70001	For United Bank Limited		
ot write below this line	Noshi K	**	
<b>\</b> .	Managel	(a)	If several sub
	Constoucteor of varyan pro-		works are included, they
	Constouction of varyan production Dargain Abdulah Shah Astabi at Marki District Thatia		should be detailed in
	District Thatla		separate list
	(b) Estimated cost without contingencies R <sub>3</sub> 34.351(million) (c) Earnest money (2 percent) Rs.685189(=) (d) Security deposit (including earnest money) 0 percent Rs. 7,00000/	(b)	This deposit will
	(a) Formert money (2 percent) Rs 685189/=		vary from 1 percent to 10
	(c) Earnest money (2 percent) Rs.6.801.04		percent of the
	(d) Security deposit (including earnest money) 0 percent Rs. 7,0000/		estimated cost of the work
			according to the requirements of
	(e) percentage, if any, to be deducted from bills		the case.
	(Rupees ) Rs		
		(c)	This percentage,
	(f) Time allowed for the completion of work from date		where no security deposit
	fixed: in written orders to commencedays		is taken, will
			vary from 5 percent to 10
	•		percent according to the
k .	Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of		requirements of the case where
	contract annexed here to so far as applicable or in defau't		security deposit
	thereof to forfeit and pay to the Executive Engineer Auquaf or his successors in Office, the sums of money mentioned in the		is taken see note to clause of
•	said conditions.		conditions of contractor,
•	The sum of Rs		contractor,
	is herewith forwarded in currency notes as earnest money (a) the fail value of which is to be absolutely forfeited to the		Give particulars and numbers
	Executive Engineer Auquaf or his successors in office, Should		Strike out(n) if
•	I/We not deposit the ful amount of security specified in the above memorandum, in accordance with clause I(A) of the said		Strike out(a) if no each security
	conditions of contract, otherwise the sum of Rs shall be retained by the Executive		deposit it taken.
	Engineer Augaf on account of such security deposit at aforesaid	<i>-</i>	<del>-</del> >
	M		
	To Contro		9
			/

ed e (b) the full value of which shall be retained by the Executive Engineer Auquaf 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.

Signal Mulianimad

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 Auquaf 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 (Augaf) 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, (Auaqt) 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

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of the work, it shall be lawful for the X.E.N, (Augaf (a) the time of making any payment to the contractor for work some 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 Augaf 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 Augaf 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 deligned (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 Augaf (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.

• 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 fortified.

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 Augaf 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 Augaf 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 be 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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In any case in which any or the powers conterred upon the Executive Engineer Augaf 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 not withstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof, be 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 Augaf 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 uled 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 Auaqf whose certificate thereof shall be final, other wise the X.E.N Augaf 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 toofs, 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 Augaf 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.

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

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 be 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

if the contractor shall desire an extension of the

Final Certificate

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opinion, be necessary or proper.

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and rubbish, and cleaused of the dirt from all wood work, doors, windows will 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

No payments shall be made for works estimated to Clause 7: 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-errected, 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-incharge 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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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.

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 Augaf 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.

Extension of time in consequence of alterations.

Clause 12: The Executive Engineer Augaf 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 (Augaf) 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 work is not entered in the

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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 carryout 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 be did not derive in consequence of the full amount of the work not having been carried out, neither shall be having 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 qualify 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 many 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 incharge of the work before convering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be raken 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 it's 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-incharge'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 Auquaf.

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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Measures for prevention of fire.

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.

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

Clause 22: The Contractor shall not be assigned or sublet without the written approval of the X.E.N, of Augaf 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 Augaf 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 Augaf 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.

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 Augaf 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 formwith notified by the contractor to the X.E.N Augaf 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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topper that it is now a particular that

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 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.

Pontractor

M/s Shafi Muhammad Govt: Contractor Executive Engineer Augat Sindh, Hyderabad.



Ph: 022-9200495 Fax: 022-9200496 NO: AUQ (CAA) ENGG:HYD:/2015- 156
OFFICE OF THE CHIEF ADMINISTRATOR
AUQAF SINDH HYDERABAD

DATED

93/28/20/

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 Augaf Department Hyderabad.

The quality of workmanship be maintained.

(ALI MUHAMMAD JAT) EXECUTIVE ENGINEER AUQAF SINDH HYDERABAD

#### DISTRIBUTION.

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

EXECUTIVE EXGINEER AUQAF SINDH HYDERABAD

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# OFFICE OF THE CHIEF ADMINISTRATOR AUQAF SINDH HYDERABAD NO:AUQ(CAA)ENGG:/2015-1կկ DATEI

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 Augaf 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.AUO(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

XECUTIVE ENGINEER AUQAF

SINDH HYDERABAD

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## 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 PI	June 2017 ER CONTRACT)
10)	TENDER OPENED ON (DATE & TIME)	17.02.2015
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	5
12)	NUMBER OF BIDS RECEIVED	6
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 5
	BID EVALUATION REPORT	Attached
14)	(Enclose a copy)	
15)	NAME AND ADDRESS OF THE SUCCESSFU	UL BIDDER M/s Fim Enterprises
,		20.220 (A)(8)
16)	CONTRACT AWARD PRICE	28.229 (Million)
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID).	ALUATION REPORT i) M/s Fim Enterprises
	(i.e. 1, 2, 3 Evilloni i on bib).	ii) M/s AMB & Co:
		iii) M/s Nazir Ahmed Shaikh & Co:
18)	METHOD OF PROCUREMENT USED : - (Tic	k one)
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Local Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE x
	c) TWO STAGE BIDDING PROCEDUR	E x
	d) TWO STAGE – TWO ENVELOPE BL	
	a, THOUTHE THOUNDEDIEDI	x
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED i.e. i.e. i.e. i.e. i.e. i.e. i.e. i.e

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						istrator Auqa	af Sindh	
19)	APPRO	OVING AUTHORITY FO	OR AWARD OF CONTR	ACT_				<del></del>
20)	WHETI	HER THE PROCUREME	ENT WAS INCLUDED I	N ANN	NUAL PR	OCUREM Yes	ENT PLA	N?
21)	ADVEF	RTISEMENT :						
				Yes	I.D # 22 60 Dated 01.0	09 02 2015		
	i)	SPPRA Website (If yes, give date and SP	PPRA Identification No.)		Batoa o m			
		( y, g	•	No				
	ii)	News Papers		Yes		×		
		(If yes, give names of ne	ewspapers and dates)	103				
				No				
		4	· ·	L	<u> </u>			
22)	NATUF	RE OF CONTRACT				Domestie/ Local	✓ Int.	
23)		HER QUALIFICATION						
		NCLUDED IN BIDDING enclose a copy)	G / TENDER DOCUMEN	TS?				
	(II yes,	enciose a copy)				Yes	No	
24)	WHETI	HER BID EVALUATION	N CRITERIA					
	WAS IN	NCLUDED IN BIDDING		TS?		Yes	No	
	(If yes,	enclose a copy)						
25)	WHETE	HER APPROVAL OF CO	OMPETENT AUTHORIA	<b>Y</b> WA	S OBTAI	<b>NE</b> D FOR	USING A	<b>\</b>
/	МЕТНО	OD OTHER THAN OPEN	N COMPETITIVE BIDD	ING?		Yes	No	V
					90			gaaanus
26)	WAS B	ID SECURITY OBTAIN	ED FROM ALL THE B	DDER	S?	Yes	✓ No	
					*			
		HER THE SUCCESSFULEST EVALUATED BID			ATED	Yes	No	
	<i></i>	EST ESTREGITIES DIS	(in case or community	,				
	WHETH COMPL	HER THE SUCCESSFUL LIANT?	L BIDDER WAS TECHN	ICAL	LY	Yes	<b>✓</b> No	
		HER NAMES OF THE E ME OF OPENING OF BI		QUOT	ED PRIC	ES WERE Yes	READ C	OUT AT
30)	WHETH CONTR	HER EVALUATION R	REPORT GIVEN TO	BIDDI	ERS BEI	FORE TH	E AWA	RD OF
		copy of the bid evaluation						

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			-

Authorized Officer		21-
Signature & Official Stamp of	No	
(it you give zon, zoot, pilon)		
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	×
37) WERE PROPER SAFEGUARDS PROVIDED ON M THE CONTRACT (BANK GUARANTEE ETC.)?	MOBILIZATION	ADVANCE PAYMENT IN Yes No
(If yes, enclose a copy)	Aprico	Yes No V
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIA SUPPLIER'S PREMISES IN CONNECTION WITH A BE ASCERTAINED REGARDING FINANCING OF	THE PROCURE	MENT? IF SO, DETAILS TO
35) WAS IT ASSURED BY THE PROCURING AGEN BLACK LISTED?	CY THAT THI	Yes No No
	No	
(If yes, give detailed reasons.)	Yes	х
34) DEVIATION FROM QUALIFICATION CRITERIA	No	
(If yes, give reasons)	Yes	X
33) WAS THE EXTENSION MADE IN RESPONSE TIMI	No No	
(If yes, give details)	Yes	х
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN	IN THE TEND	PER NOTICE / DOCUMENTS
	No	
31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	х

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

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(d)

Sold to MIS FIM Enterises Contract	for for Rs
Sold to MISFIM Enterprises Contract Vide R. No 29 book No 426 Dt/ 16-2-20	2/5 which will be received by the
Executive Engineer Auqaf Sind Hyderabad, In	this Office under a sealed cover or
at A.N	M / P.M.

Accountant of

Augaf Hyderabad

No.

# **Works Department Augaf**

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 ease 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, hall fill up the usual from stating at how much percent above or below the rates specified in Rule 1, he is willing to undertake the

Fim Enterplises, 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,

The Executive Engineer Auquaf 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 from 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
within the time specified in such memorandum at\*

Civil WORK 29/2 Electur 9.95/ DI hay 9 atol

Fim Enterprises

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 I I 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.

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	(b) Estimated of	cost without conti		19-504 (M)		nis deposit will ry from 1
)	(c) Earnest mo	ney (2 percent).	Rs. S	70000	pe	ercent to 10
	(d) Security de	posit (including e money) 0 pe	arnest		es	rcent of the timated cost of work
	(e) percentage,	if any, to be dedu	icted from bills		rec	cording to the quirements of e case.
	(Rupees		) Rs	<del></del>		
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	(f) Time allowe	ed for the complete	tion of work fro	om date		curity deposit
		itten orders to cor				aken, will
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:	said conditions.	TOTALCE, THE SUM	s of money in	entioned in the		nditions of
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the fail value of which is to be absolutely forfeited to the Executive Engineer Auquaf or his successors in office, Should I/We not deposit the ful 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 Auquaf on account of such security deposit at aforesaid

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

Fim Enterprises
Chief Executive

EAP

(b) the full value of which shall be retained by the Executive Engineer Auquaf 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 Auquaf Sindh, Hyderabad.

Dated, the

day of

20

Signature of the officer by whom accepted.

#### **CONDITIONS OF CONTRACT**

Security deposit

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, (Auaqt) 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

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

Considered as reasonable compensation without reference to actual loss.

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

Land to the same

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 Augaf 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

Edition making,

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-cliarge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

18 - 19 - 14 1 15 - 16

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

8.364

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 sill

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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 I of the condition of contract from.

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

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Contractor

Executive Engineer Auquaf Sindh, Hyderlabad.

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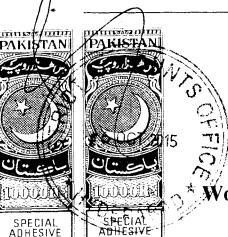
Sold to M/S 8hare With a Contractor for Rs

ide R. No 20 book No 426 Dt/ 10 -2-15

Dt/ 10-2-15 which will be received by the

Executive Engineer Augaf Sind Hyderabad, In this Office under a sealed gover on

at A.M / P.M.



Accountant of

Augaf Hyde

No.

Works Department Augaf

Government of Sindh, Hyderabad.

Percentage, Rate - Tender & Contract for works

General Rules & Directions for the Guidance of Contracto

SPECIAL ADHESIVE

- 1. All works proposed for execution by contract will be notified in a live 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.
- 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 ease the receipts must be signed the name firm by one of the partners, or by some other person having effectual receipts of firm.
- Any person, who submits a tender, hall fill up the usual from percent above or below the rates specified in Rule 1, he is with

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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.

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 from 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

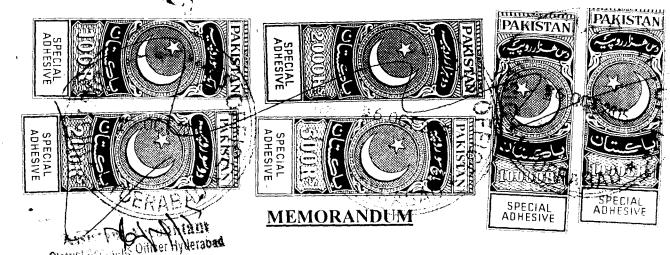
I/We hereby tender for the execution of the Auqaf,
Department of the work specified in the underwritten memorandum
within the time specified in such memorandum at\*

solvedule 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.

Govt: VO (Contractor)







(a) If several sub (a) Genesal description rks are UNITED luded, they buld be Branch UBL Dagginghad Br. Hyd 10 then to Call State, Old 12 No. SD 5284622 tailed in parate list Date 0 9 -- 2 - 2015 SECURITY DEPOSIT RECEIPT Received from Shafi Muhammad On account of Chief Administrative Applicant) (Name & Official Designation o iis deposit will ry from 1 rcent to 10 as and by way of security deposit rcent of the refundable at call according to the terms and conditions printed overleaf For United Bank Limited timated cost of

e Manager

(c) This p where securit fixed: in written orders to commence \_\_\_\_\_days vary from the \_\_\_\_\_ wears.

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 defau't 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 Auquaf or his successors in office, Should I/We not deposit the ful 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 Auquat on account of such security deposit at aforesaid

(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

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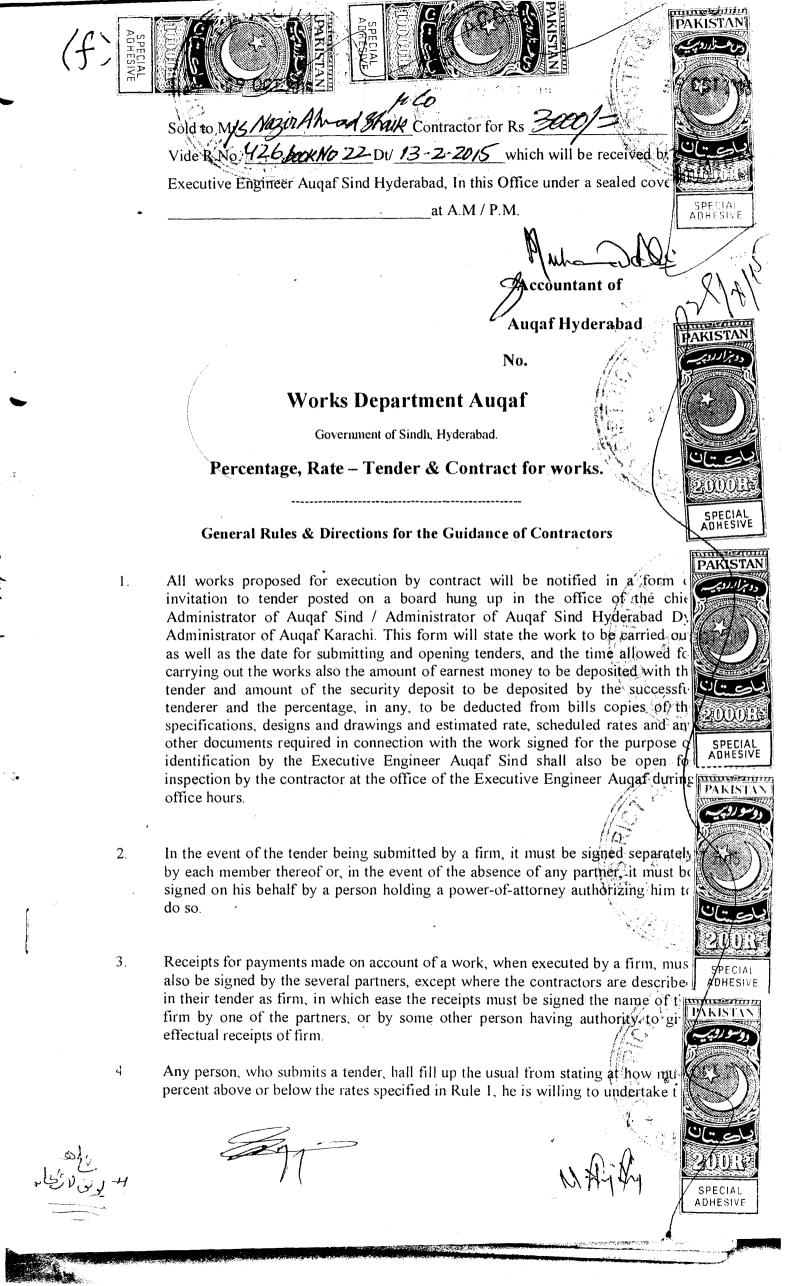
Give particulars and numbers

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

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



at A.M / P.M. Augaf Hyderabad

Works Department Augaf

Government of Sindh, Hyderabad.

Percentage, Rate – Tender & Contract for work

General Rules & Directions for the Guidance of Contrac

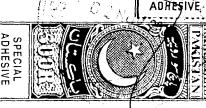
All works proposed for execution by contract will be notified in a form invitation to tender posted on a board hung up in the office of the ch Administrator of Augaf Sind / Administrator of Augaf Sind Hyderabad J Administrator of Augaf Karachi. This form will state the work to be carried c as well as the date for submitting and opening tenders, and the time allowed 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 success 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 identification by the Executive Engineer Augaf Sind shall also be open if apspection by the contractor at the office of the Executive Engineer Augas duris office hours.

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







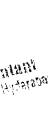
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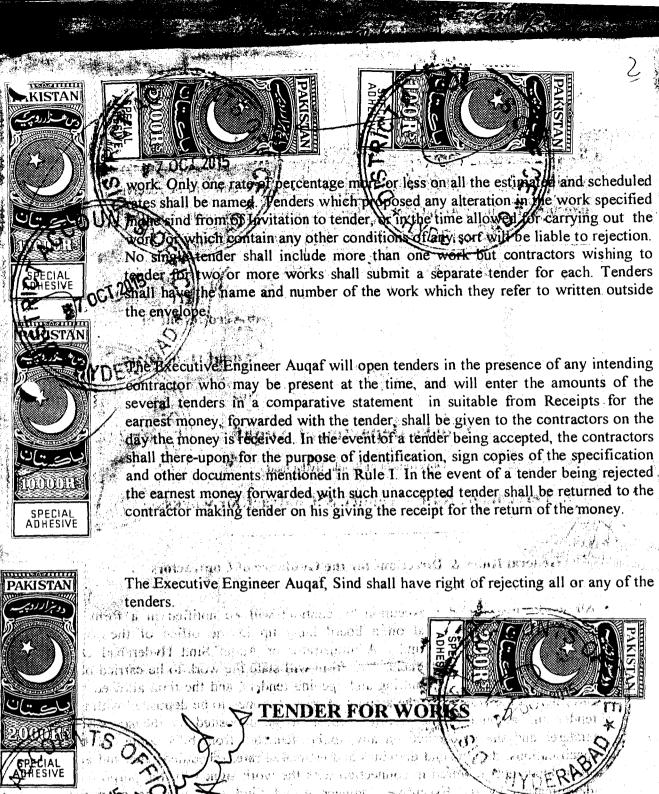
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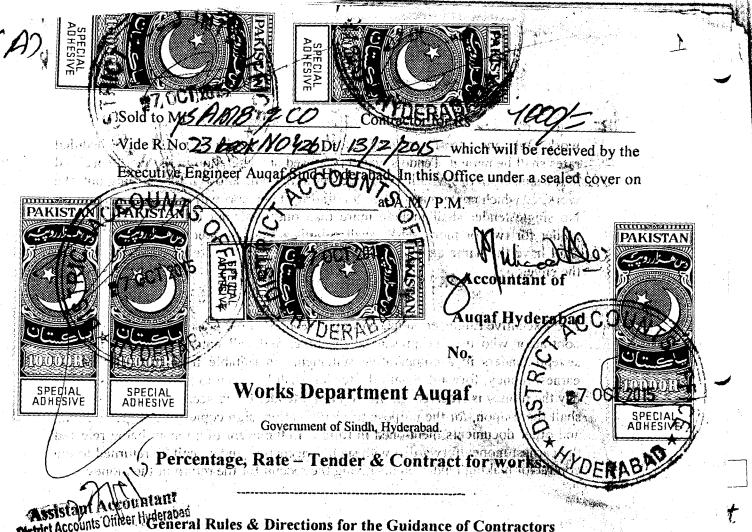


Department of the work specified in the underwritten memorandum

% above / below the rates entered in the, estimates / selectule 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 other respect in accordance with such conditions so for as

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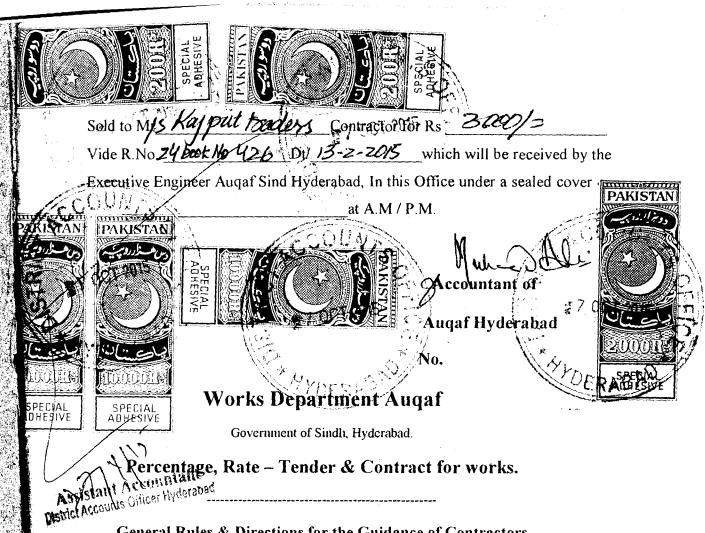
Assistant Accounts Officer Hyderapad Rules & Directions for the Guidance of Contractors a altasic tio at an areal their built leaded acompact **svictues** that a

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Any person, who submits a tender, hall fill up the usual from stating at how much percentabove 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 Augaf 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	Abdullari Sriari Asriabi District Triatta
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 <sup>st</sup> lowest	Higher then estimated cost	Accepted being lowest amongst the Competitors	Accepted
02.	M/s Rajput Traders	Rs.38846725/-	2 <sup>nd</sup> lowest		Rejected	Highest
03.	M/s Ali Jumani	Rs.41705009/-	3 <sup>rd</sup> lowest		Rejected	Highest
04.	M/s Jiya Enterprises	Rs.41083717/-	4 <sup>th</sup> lowest		Rejected	Highest
05.	M/s FIM Enterprises	Rs.42827732/-	5 <sup>th</sup> lowest		Rejected	Highest

EXECUTIVE ENGINEER AUQAF SINDH HYDERABAD

PROVINCIAL BUILDINGS DIVISION
HYDERABAD

CHIEF ADMINISTRATOR AQUAF 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 Enteprises.	Rs, 1978398'S' = Lowest
02,	M/s Zafar & Company	Rs. 2009 3085/=
03.	M/s AMB & co.	Rs: 20228445/=
04.	M/s FIM Enterprises.	Rs. 2228 48 41/=
05.	M/s Jiya Enterprises	Rs: 2299 4139/=

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

EXECUTIVE ENGINEER AUGAF SINDH HYDERABAD

> CHIEF ADMINISTRATOR AQUAF SINDH HYDERABAD

EXECUTIVE ENGINEER
PROVINCIAL BUILDINGS DIVISION
HYDERABAD

## 8

#### **BID EVALUATION REPORT**

1.	Name of Procuring Agency	Chief Administrator Augaf Sindh Hyderabad
2.	Tender reference No.	INF/KRY No.317/2015, dated 01.02.015

Tender Description /Name of work /Item
 Construction of Musafir khana at Dargah Shah Yakeek
 District Thatta

Method of Procurement

5. Tender Published SPPRA S# 22609. dated 01.02.2015

Total Bid Documents sold
 Total Bid Received
 Technical Bid Opening date (if applicable)

Five Nos.
Not applicable

8. Technical Bid Opening date (if applicable)

Not applicable

9. No. of Bid Technically Qualified (if applicable) <u>Not applicable</u>

10. Bid (s) Rejected <u>Nil</u>

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 <sup>st</sup> lowest	Higher then estimated cost	Accepted being lowest amongst the Competitors	Accepted
02.	M/s Zafar & company	Rs.20093085/-	2 <sup>nd</sup> lowest		Rejected	Highest
03.	M/s AMB & co	Rs.20225443/-	3 <sup>rd</sup> lowest	्रवस्तः	Rejected	Highest
04.	M/s FIM Enterprises	Rs.22284841/-	4 <sup>th</sup> lowest	P	Rejected	Highest
05.	M/s Jiya Enterprises	Rs.22994139/-	5 <sup>th</sup> lowest		Rejected	Highest

EXECUTIVE ENGINEER AUQAF SINDH HYDERABAD

CHIEF ADMINISTRATOR AQUAF SINDH HYDERABAD

TIVE ENGINEER

PROVINCIAL BUILDINGS DIVISION 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 CONTRAC	TOR
01.	M/s FIM Enterprises.	Rs: 28 22 9213/=	Lowest
02.	M/s AMB & co .	Rs: 29303982/=	
03.	M/s Nazir Ahmed Shaikh & co.	Rs: 30 45.46 50/=	
04.	M/s Jiya Enterprises.	Rs: 32033994/=	Neger .
05.	M/s Ali Jumani Enterprises	Rs: 32446428/=	

Sindh Hyderabad

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

EXECUTIVE ENGINEER AUGAF SINDH HYDERABAD EXECUTIVE ENGINEER PROVINCIAL BUILDINGS DIVISION

HYDERABAD

#### **BID EVALUATION REPORT**

Chief Administrator Augaf Sindh Hyderabad Name of Procuring Agency 1. INF/KRY No.317/2015, dated 01.02.015 Tender reference No. 2. 3. Tender Description /Name of work /Item Construction of Rest House at Dargah Sachal Sarmast District Khair pur Method of Procurement 4. SPPRA S# 22609. dated 01.02.2015 5. Tender Published Total Bid Documents sold 6. Five Nos. 7. Total Bid Received Five Nos. Technical Bid Opening date (if applicable) Not applicable 8. 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 <sup>st</sup> lowest	Higher then estimated cost	Accepted being lowest amongst the Competitors	Accepted
02.	M/s AMB & co	Rs.29303982/-	2 <sup>nd</sup> lowest		Rejected	Highest
03.	M/s Nazir Ahmed Shaikh & co	Rs.30454650/-	3 <sup>rd</sup> lowest		Rejected	Highest
04.	M/s Jiya Enterprises	Rs.32033294/-	4 <sup>th</sup> lowest		Rejected	Highest
05.	M/s Ali Jumani Enterprises	Rs.32446428/-	5 <sup>th</sup> lowest		Rejected	Highest

EXECUTIVE ENGINEER AUGAF SINDH HYDERABAD

PROVINCIAL BUILDINGS DIVISION
HYDERABAD

CHIEF ADMINISTRATOR AQUAF SINDH HYDERABAD



GOVERNMENT OF CHINH ZAKAT & USTIK DEFAITE

#### NOTIFICATION

(O.SO(DEV)5(27)ADP-2009-10/06Dargahs/14: Vith the approval of competent authority, rocurement Committee is hereby constituted under Rule 7 of the Sindh Public Procurement Administrator Augaf Hyderabad, Augaf Department, Covernment of Chief procurement involving foreign exchange. The com position of the committee is as under:-

Man Abdul Rehman Channa

Chairman

Mr. Ali Muhammad Jat, XEN Augaf Office of the United Augustonian of Stadth

Member

Executive Engineer Provincial Building Division, Hyderabad

Member

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

a) Preparing of bidding documents

b) Carrying out Technical as well as financial evaluation of the bids

A) Preparing evaluation report as previded in Rule 45
 Making recommendation for the sward of contract to competent authority.

e) Perform any other function ancillary and incidental to the above

#### GHULAM MUSTAFA PHUL SECRETARY TO GOVERNMENT OF SINDH

MU. MILLIE VI ILLIMET BOOK 10.INChargeholl 1

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) Hyders bad.
- 4. The Chairman / Members of the Committee.
- 5. The PS to Secretary of this Departmen.
- 6. Notification file.

TION OFFICER (DEV)

STATEMENT SHEET

Art,

2 110					
N/NO	Construction and Alice footbad of D. Shen And	Name of Contractor	Rate Coted	Signature	Remarkes
a	Karim Bulri Distt. T.M. Khan		m/ 20040 710	l	
+		M/s Shafi mohammad	10% W W X	AND	
2		M/s AMB & Co	S. above CW	- D	Lowest
m		M/s Illahi bux Ansari & Bros	1		
4		M/s Jiya Enterprises	10% above 0 w	1000万	
3		M/s Ali Jumani Enterprises	13% aleave of 15%	The Hawar	
ω		M/s FIM Enterprises	12 above CW	À	
а	Construction of Dargah & Musafirkhana D/ Abdullah shah Ashabi at Makli Distt: Thatta		19% atheres 6		
		M/s Shafi mohammad	5% 1 EW	A	Lowest
N		M/s Rajput Traders	15% above a w	- T	
m		M/s Illahi bux Ansari & Bros			
4		M/s Jiya Enterprises	42% above CW	1857	
0		M/s Ali Jumani Enterprises	12% ADONG C W 12% 1 E K	+CI Harrow	
9		M/s FIM Enterprises	48% above CW 15% 1 EW	4	
U	Construction of Musafirkhana at D/ Shah yakeek Distr. Thatta				
-		M/s Zaffar & Company	12:// 250ve 5 W	(OMO)	
7		M/s AMB & Co	18% above C. W.	かいのころいろう	
co.		M/s Jiya Enterprises	15% above 2 W	A STOCK	
4		M/s Ali Jumani Enterprises	19:5% 2000 CW	Hitters an	Lowest
rs.		M/s FIM Enterprises	124, above CIV	At	
				Year and the second sec	

Sarmat Distr. khairpur		067		
	M/s Nazir Ahmed Shaikh & Co	10% " " GEW (0% W) (0% W)	The state of the s	
	M/s AMB & Co	36% above 6.20	Ar. Ar.	
	M/s Jiya Enterprises	45% above CW	Malde	
	M/s Ali Jumani Enterprises	The above CW	10. Harren	
	M/s FIM Enterprises	24:98/ above 27/	A	Lowest
Construction of Dargah Gul Shan Bukhari at hyderabad	1.	W. C.		
	M/s Zaffar & Company	12% above aw	/ CAUX ON	
	M/s Rajput Traders	14.89, 04 com C W	1000	Lowest
	M/s Jiya Enterprises	Tay above of the	137	
	M/s Ali Jumani Enterprises	127. above CW	がなけられ	
	M/s FIM Enterprises	45; above CW	A	
Construction of Dargha Yousif shah Jeelani at Larkana				
	M/s Nazir Ahmed Shaikh & Co	17.40, above CW	The state of the s	Lowest
	M/s Rajput Traders	15% dove 5 W	Th. 18	
	M/s Jiya Enterprises	15% above CW	Mode	
	M/s Ali Jumani Enterprises	55% above 0. 18 18 18 18 18 18 18 18 18 18 18 18 18	えずず	
	M/s FIM Enterprises	45% above CW	À	