



OFFICE OF THE MUNICIPAL COMMITTEE KAMBER

NO.MCK/G.BR/2983 OF 2015  
KAMBER DATED: 08 109 / 2015


"SAY NO TO CORRUPTION"

10

The Deputy Director (Inf-I)  
Sindh Public Procurement Regulatory Authority  
Government of Sindh  
Karachi.


Subject: - CANCELLATION OF WORK NO: 01 OF NIT NO.MCK/  
G-BR/2902/2015, DATED: 28-05-2015. (SR.NO. 24453)

This is to inform you that the above NIT'S work No: 01 (Construction of Jogging Track around the play ground near girls high school Kamber) is hereby cancelled due to non availability of funds.

  
Chief Municipal Officer  
Municipal Committee Kamber

**Copy forwarded for information:-**

1. The Secretary, Local Government Department, Government of Sindh Karachi
2. The Secretary Local Government Board, Local Govt: Dept: Govt: of Sindh Karachi.
3. The Staff Officer to MD, SPPRA.

  
Chief Municipal Officer  
Municipal Committee Kamber

RECEIVED DIARY  
NO: 1864  
DATED: 08 109 / 2015



OFFICE OF THE MUNICIPAL COMMITTEE KAMBER

NO.MCKIG.BRI/2977 OF 2015  
KAMBER DATED: 04 / 09 / 2015

To

"SAY NO TO CORRUPTION"

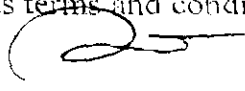
Tarique Ali  
Government Contractor

WORK ORDER

Subject: - CONSTRUCTION OF COMPOUND WALL & 02 NOS. GATES (IRON) AROUND THE PLAY GROUND NEAR GIRLS HIGH SCHOOL KAMBER CITY

The Competent authority has been pleased to award you a contract for above work. Your percentage rate tender for Rs: 989231/- (Rupees Nine Lac Eight Nine Thousand Two Hundred Thirty One only) at Rs: 25% above the schedule of rates entered in the schedule 'B' which work out to Rs: 0.58% below the estimate cost as quoted by you for the work cited above, you have accepted the contractual responsibility and have signed the agreement.

You are therefore requested to start the work strictly as per directions and in accordance with the specifications as well as terms and conditions.

  
Administrator  
Municipal Committee Kamber

Copy F.W.C.s to:-

- The Secretary Local Government Department, Government of Sindh Karachi.
- The Secretary Local Government Board, Local Government Department Government of Sindh Karachi.
- The Staff Officer to MD, SPPRA Karachi
- Office File.

Administrator  
Municipal Committee Kamber



OFFICE OF THE MUNICIPAL COMMITTEE KAMBER

NO.MCK/G.BRI/2977 OF 2015  
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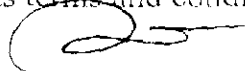
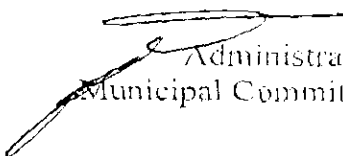
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Administrator  
Municipal Committee Kamber

# SCHEDULE 'B'

Name of work: - Construction of Compound Wall & 02 Nos: Iron Gates around the Play ground near Girls High School Kamber City

Head of A/C: - OZT Funds

Qty:	S.No.	Item of work	Rate	Unit	Amount
------	-------	--------------	------	------	--------

01. Excavation for foundation of building, bridges & other structure i/c deg belling dressing, refilling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5" in ordinary soil (CSI No:18,P-6)

1676.00 cft. @Rs: 3176/25 P%0cft. Rs: 5323/-

02. Cement concrete brick or stone ballast 1 1/2" to 2" gauge. Ratio 1:2:4 (CSI No:4,P-14)

419.00 Cft. @Rs: 9416/28 P%cft. Rs: 39454/-

03. Pacca brick work in foundation and plinth in cement san mortar in 1:6 (GSI No:4(e),P-25)

1617.45 Cft. @Rs: 11948/36 P%cft. Rs: 193259/-

04. R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface i/c screening and washing of shingle (1) R.C work in roof slab members laid in situ or precast laid in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to 1/4" gauge (GSI No.6, P-17)

272.00 Cft. @Rs: 337/- P.Cft. Rs: 91664/-

05. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of biding wire also includes removal of rust from bars (GSI No.7(ii)(a), P-19)

10.92 Cwt. @Rs: 5001/70 P.Cwt. Rs: 54619/-

06. Pacca Brick work other than building i/c striking of joints upto 20' height in cement sand mortar 1:6. (CSI No.7(i)P-26).

1291.50 Cft. @ Rs: 12346/65 P%Cft Rs: 159457/-

07. Cement Plaster 1:6, 1/2" thick upto 12' height. (CSI No: 11, P-58)

1761.76 sft. @Rs: 2206/60 P%sft. Rs: 38875/-

08. Cement Plaster 1:4, 3/8" thick upto 12' height. (CSI No:11,P-53)

1761.76 sft. @Rs: 2197/52 P%sft. Rs: 38715/-

09. Cement pointing struck joints on walls 1:3 (CSI No.19 p-28).

1344.00 sft. @Rs: 1213/58 P%sft. Rs: 16311/-


10. Making and Fixing steel grated doors complete with locking arrangements angle iron frame 2"x2"x3/8" and 3/4" sq: bars @ 4" c/c (CSI No:24,P-91)

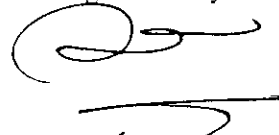
72.00 sft. @Rs: 594/57 P.Sft. Rs: 42809/-

11. White washing one coat. <u>(GSI No:26, P-53)</u>			
1761.76 sft.	@Rs: 425/84	P%Sft.	Rs: 7502/-
12. Colour washing 2 coats. <u>(GSI No:25, P-53)</u>			
3105.76 sft.	@Rs: 859/90	P%Sft.	Rs: 26706/-
13. Painting new surface preparing surface & painting of guard bars rating railing including standard braces and sanitation work etc. <u>(GSI No:4 (d), P-76)</u>			
144.00 sft.	@Rs: 896/39	P%Sft.	Rs: 1291/-
14. Supplying and fixing in position iron / steel grill of ¼"x ½" size flat iron of approved design i/c painting 3 coats etc complete. <u>(CSI No:26, P-93)</u>			
400.00 sft.	@Rs; 180/50	P.Sft.	Rs: 72200/-
15. Supplying and Installing of Sign board i/c painting and fixing at site. <u>(Rate Approved) (N.Sch: Item)</u>			
1.00 Job	@Rs: 4000/-	P.Job	Rs: 4000/-
		Total: -	Rs: 7,92,185/-

### CONDITIONS

01. No cartage of any material will be paid separately.
02. No premium will be allowed on Non schedule items.
03. Work shall be carried out as per PWD PHE Specifications.
04. Material such as Bajri, Hill sand Cement shall be brought by the contractor from the places mentioned in the estimate.
05. Any error / omission in the rates, unit & description will be governed by the respectively schedule of rates.

  
CONTRACTOR

  
ADMINISTRATOR  
Municipal Committee  
Kamber

# SCHEDULE 'B'

Name of work: - Construction of Compound Wall & 02 Nos: Iron Gates around the Play ground near Girls High School Kamber City

Head of A/C: - OZT Funds

Qty:	S.No.	Item of work.	Rate	Unit	Amount
------	-------	---------------	------	------	--------

01. Excavation for foundation of building, bridges & other structure i/c deg belling dressing, refilling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5' in ordinary soil (CSI No:18,P-6)

1676.00 cft. @Rs: 3176/25 P%0cft. Rs: 5323/-

02. Cement concrete brick or stone ballast 1 1/2" to 2" gauge. Ratio 1:2:4 (CSI No:4,P-14)

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03. Pacca brick work in foundation and plinth in cement san mortar in 1:6 (GSI No:4(c),P-25)

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04. R.C.C work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting shuttering curing rendering and finishing the exposed surface i/c screening and washing of shingle (1) R.C work in roof slab members laid in situ or precast laid in position complete in a respect (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to 1/4" gauge (GSI No.6, P-17)

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CONTRACTOR

  
ADMINISTRATOR  
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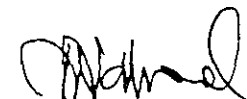
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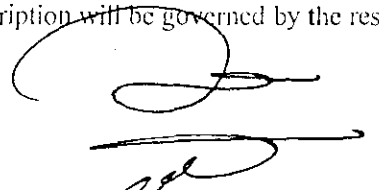


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ADMINISTRATOR  
Municipal Committee  
Kamber

*No. 30007 = Name of woman south of Compound wall near Cur's School with Play ground two iron gates in Kaba ul (TMA Am Suij) P.W.D. 286-c*

- G.P. (Khp.) D. No. 454-1-85-10,000 Sets of 6 L. each.
- G. R. No. 1038-1, dt. 8-4-36.
- G. R. No. 1038-1, dt. 20-7-39.
- G. R. No. S-35/22-A, dt. 14-10-41.
- G. R. No. 654-w, dt. 22-6-42.
- G. R. No. S. 30/20-1, dt. 22-11-43.
- G. R. No. 1038-1, dt. 2-5-44.
- G. R. No. 1038/1-1, dt. 28-2-49.
- G. R. No. 5647-w, dt. 12-12-50.
- G.C.M. No. 1649-w, dt. 27-9-37.
- G.C.M. (P. and M. Department) No. 383-P/27, dt. 9-11-37.
- G. M. No. S-173/2-w dt. 18-12-37.
- G.C.M. No. 1019-1, dt. 9-5-46.

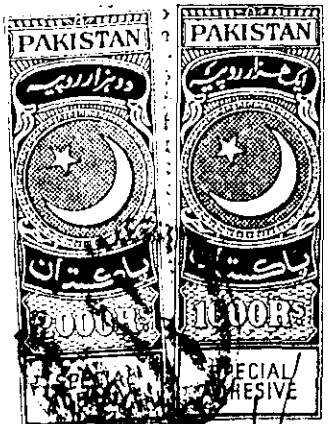
FORM B-2

PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

Items Rate Tender and Contract  
for Works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.



2. The work to be carried out, as well as the rate for submitting and the amount of the security deposit to be deposited by the tenderer, and the amount of the percentage, if any, to be deducted from bills. It will also state the conditions and drawings and estimated rates, schedule rates and any other particulars of the work which shall be drawn by the Executive Engineer shall also be open for inspection by contractors at the office during office hours.

3. If a tender being submitted by a firm, it must be signed by each partner of the absence of any partner, it shall be signed on his behalf by a attorney authorizing him to do so.

4. Receipts made on account of any bills submitted by a firm should be signed in the name of the firm by one of the partners, or by an authority to give effectual receipts for the firm.

5. The person who submits a tender shall fill up the usual printed form including the column for estimated quantities, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

6. The Executive Engineer or his duly authorized Assistant 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 a suitable form. In the event of a tender being accepted, the contractor shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

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

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

10. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

11. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

*[Signature]*  
Contractor

*[Signature]*

Person  
 Clause 1 -- The \_\_\_\_\_ whose tender may be accepted (hereinafter) called the contractor  
 Persons

shall (A) [within one day for a contract of Rs. 1,000 or less or two days for a contract of more than Rs. 1,000 but less than Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 and over, of the receipt by him of the notification of the acceptance of his tender] deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient which with the amount of the earnest money deposited by him his tender will make up the full security deposit specified in the tender; or B [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to per cent of all moneys so payable, such deductions to be held by Government by way of security deposit.] *Provided* always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such a case, if such sum as will (with the earnest money deposited by him) amount to per cent of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensations or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter ~~make good in cash or Government securities endorsed as aforesaid any sum, or sums which may have been deducted from, or raised by sale security deposit or any part thereof.~~ The security deposit referred to, when paid in cash may, at the cost of the depositor be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in lump sum within the period specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall exercise his discretion to refund deposit to the contractor either after three months from the date of completion of the work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note.—A work should be considered complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority, if such check is necessary otherwise from the last date of recording final measurements.

Clause 2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress, during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete:—

**	<input type="checkbox"/>	of the work in	<input type="checkbox"/>	of the time
	1	do.	1	do.
	2	do.	2	do.

Note.—The quantity of work to be done within a particular time to be specified above shall be fixed by the officer competent to accept the contract after taking into consideration the circumstances of each case and entered in the blank space kept for the purpose.

and abide by the programme of detailed progress laid down by the Executive Engineer. The following proportions will usually be found suitable:—

	In 1/4	1/2	3/4	of the time
Reasonable progress of earth work..	1/6	1/2	3/4	of the total value of the work to be done.
Reasonable progress of masonry work..	1/10	4/10	8/10	Do.

\*This will be the same percentage as that in the tender at (c).  
 \*\*The amount of this percentage (not exceeding 10 per cent) will be fixed in every case to suit requirements, e.g. if it is fixed per cent and the security deposit only amounts to 5 per cent of the estimated cost of the work then 3 per cent should be deducted every payment; if the percentage is fixed at 10 per cent and the security deposit only amounts to 6 per cent then 4 per cent should be deducted so on.

his opinion, are there reasonable grounds for granting an extension, grant such extension, as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provide that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the Public Works Department or any of its authorized officer, the Executive Engineer may, at any time before the date of completion and on his own initiative, extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders made under this agreement.

Where time has been extended under this or any other clause of this agreement, the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause 7. At the completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer or Engineer-in-charge, on behalf of the Engineer-in-charge, on such completion, but no such certificate shall be given until the work is considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the site from all wood work, doors, windows, walls, floors, or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final certificate

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

Contractor to Remove boulders and profile ridges.

Clause 8. No payment shall be made for any work estimated to cost more than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall, on submitting bill therefor, as prescribed in clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable, shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilful work to be removed and taken away reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the securing of any claim; nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the account 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 the completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.

Payment on intermediate certificates to be regarded as advance.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

Clause 10.—The contractor shall submit to the Engineer-in-charge, as frequently as the progress of the work may justify, for all the work executed and included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for purpose of having the value and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill as aforesaid, the Engineer-in-charge may at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be Submitted monthly.

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

Bill to be on Printed forms.

rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

**Clause 18.**—All works 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 all times during the usual working hours, and at all other times at which reasonable notice of the intimation of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Such agent or the contractor's authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

**Clause 21.**—The contractor shall supply at his own cost all material (except such special materials, if any, as may be supplied from the Public Works Department stores in accordance with the contract), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and any temporary works which may be required for the proper execution of work, in the original altered or substituted form, and whether included in the specification, or other documents forming part of the contract, referred to, in these conditions, or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter in which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and coating, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor (under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof). The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceeding, 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 cost 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 in compromising any claim by any such person.

Contractor to supply plant, ladders, scaffolding etc.

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

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

Measures for prevention of fire.

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

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

**Clause 23.**—Compensation for all damage done intentionally or unintentionally by contractor's labourers and to any beyond the limits of Government property including any damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in Clause 1 or

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

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

Definition of work

Clause 35.—All quarry fees, royalties, octroi dues, and ground rent for stacking materials, if any, should be paid by the contractor, who will, however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for use on Government work.

Refund of quarry fees and royalties.

Clause 36.—The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), thereafter called the said Act for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Government from the contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1 above.

Compensation under Workmen's Compensation Act.

Clause 37.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30 percent more or less than those entered in the tender or estimate.

Claim of quantities of work entered in the tender or estimate.

Clause 38.—The contractor shall employ any female, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Employment of female or other labour.

Clause 39.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land in the case of clearance works, for any delay in according sanction to estimates.

Claim for compensation of delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits, and no claim for and extra rate shall be ascertained, unless otherwise expressly specified.

Claim for compensation for delay in the execution of work.

Clause 41.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Entering upon or commencing any portion of work.

Clause 42.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least 3 inches wide and should be of tape (Nawar).

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

Minimum age of persons employed & Employment of donkeys or other animals

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

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

Clause 43.—As far as possible Pakistani timber shall be used by the contractor and where for any reason this is not practicable preference shall be given first to Burma and then to other British Empire Timbers.

Pakistani timber to be used.

Clause 44.—If any materials, such as stone, metal, bajris and etc., are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that materials are required for Government or Semi-Government works thereby enabling them to have the benefit of concessionary freight charges from the Railway. In case however such a concession is withdrawn by the Railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for Concessionary freight charges from the Railway.

Clause 45.—When tendered rates are the same preference will be given at the discretion of the accepting authority, to those who tender for the carting of materials by vehicles having pneumatic tyres.

Preference for acceptance of tenders when tendered Rates are the same.

Clause 46.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractors as arrears of land revenue.

Clause 47.—Certified that no member of Legislative Assembly is in partnership with me and Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A. is forbidden.

Clause 48.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share of Government servants in the work.

## SCHEDULE A

Schedule showing (approximately) the materials to be supplied from the Public Works Store for Work contracted to be executed and the rates at which they are to be charged for

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	Paisa	

Note 1--The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge the issue of the form prior to the submission of the tender.

(Signature of Contractor)

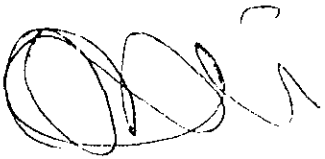
(Signature of \_\_\_\_\_)  
Executive Engineer  
Assistant Engineer

TARIQUE ALI MIRJAT

Government Contractor

Cell # 03337521044

آءن لئير پيد تي ذميداري ساهه كلي درياہ تو  
تم منهنجو گذريل ٽن سالن جو طرف آءوت  
هڪ ڪروٽر ڪان وڌيڪ آه۔



طارق علي ميرجيات  
29/6/15



**SINDHI PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONTRACT EVALUATION FORM**

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

1) NAME OF THE ORGANIZATION / DEPT. *Municipal Committee Kamber*

2) PROVINCIAL / LOCAL GOVT. / OTHER *Local Government*

3) TITLE OF CONTRACT *Construction of compound wall around the Play ground*

4) TENDER NUMBER *NIT No: MCK/G-Br/2902/2015*

5) BRIEF DESCRIPTION OF CONTRACT *Construction of compound wall around the Play ground*

6) FORUM THAT APPROVED THE SCHEME *Procurement Committee*

7) TENDER ESTIMATED VALUE *0.995 (Million)*

8) ENGINEER'S ESTIMATE (for civil works only) *0.995 (Million)*

9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) *03 Months*

10) TENDER OPENED ON (DATE & TIME) *29-6-2015- 03:00 PM*

11) NUMBER OF TENDER DOCUMENTS SOLD *03 NOS;*  
(Attach list of buyers)

12) NUMBER OF BIDS RECEIVED *03 NOS;*

13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS *03 NOS;*

14) BID EVALUATION REPORT  
(Enclose a copy) \_\_\_\_\_

15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER *Tarique Ali, Ghosala Muhalla Kamber*

16) CONTRACT AWARD PRICE *989231/-*

17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1, 2, 3, EVALUATION BIDS) *1st;*

18) METHOD OF PROCUREMENT USED: (Click one)

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

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED (e.g. EMERGENCY DIRECT CONTRACTING ETC.) WITH BRIEF REASONS.

25. APPROVAL AUTHORITY FOR AWARD OF CONTRACT *Administration*

26. WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27. ADVERTISEMENT:

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

Yes	<input checked="" type="checkbox"/>	<i>29-5-2015</i>	<input type="checkbox"/>
No	<input type="checkbox"/>	<i>R4453</i>	<input type="checkbox"/>

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

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

28. NATURE OF CONTRACT

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

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

30. WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, was a copy?)

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

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

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

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

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

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36. WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

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

43. ANY COMPLAINTS RECEIVED  
(If yes, detail thereof)

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

44. ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, detail thereof)

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

45. WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, detail reasons)

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

46. DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, detail reasons)

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

48. WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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49. WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose copy)

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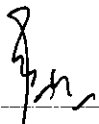

47. WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT/BANK GUARANTEE ETC?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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48. SPECIAL CONDITIONS, IF ANY  
(If yes, see Bulet Description)

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

Signature & Official Stamp of  
Authorized Officer

  
  
 Procurement Committee  
 Member

FOR OFFICE USE ONLY

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





## BID EVALUATION REPORT

01. Name of Procuring Agency :- Municipal Committee Kamber.  
Government of Sindh
02. Tender Reference Number :- No. <sup>MCK/16-84</sup> /2902, dated: 28/05/2015.
03. Tender Description / Name of Work / Item :- Construction of Compound Wall & 02 Nos Gate(iron) around the play ground near Girls High School Ali Khan Kamber.
04. Method Procurement :- (single stage one envelop) Procurement
05. Tender Published :- SPPRA Website No. <sup>24453</sup> /05/2015
06. Total Bid Documents Issued :- 03 Nos:
07. Total Bid Received :- 03 Nos:
08. Technical Bid Opening date (If Applicable) :- Not Applicable
09. Bid Opening date (If Applicable) :- 29/06/2015
10. Bid (s) Rejected (If Applicable) :- --Nil--
11. Financial Bid Opening date :- 29/06/2015
12. Bid Evaluation Report :-


S.No:	Name of Firm or Bidder	Cost offered By the Bidder	Ranking in terms of cost	Cost Comparison with Estimate	Reasons for acceptance / rejection	Remarks
01	02	03	04	05	06	07
1.	Tarique Ali.	989231/-	1 <sup>st</sup> lowest	25%	Responsive	Recommended for award of work.
2.	Mr. Waheed.	999478/-	2 <sup>nd</sup> lowest	26.30%	Qualified as per evaluation criteria	Responsive
3.	Mr. Shamsuddin.	1012089/-	3 <sup>rd</sup> lowest	27.90%	Qualified as per evaluation criteria	Responsive
-	-	-	-	-	-	-


Signatures of the Members of the Committee

  
Shah Bakhtish Khoskheli  
Assistant Engineer  
Public Health Engg: Sub Divn-I  
Kamber  
Member

  
Khair Muhammad  
Assistant Engineer  
Buildings Department  
Sub:Division  
Kamber Shahdadkot @ Kamber  
Member

  
(Zamir Hussain Abro)  
Chief Municipal Officer  
Municipal Committee Kamber  
Chairman

  
Dilip Kumar  
A.O M.C. Kamber

  
SARFARAZ ALI SHAIKH  
ASSISTANT DIRECTOR (P&D)  
DC Office Kamber.



NO. SO (IV)/LG/129/2015 LAR  
LOCAL GOVERNMENT,  
PUBLIC WEALTH ENGINEERING,  
RURAL DEVELOPMENT & HOUSING  
TOWN PLANING DEPARTMENT.

Karachi dated the, 19<sup>th</sup> May 2015

### NOTIFICATION.

NO.SO(IV)/LG/129/2015 LRK With the approval of the Competent Authority. Procurement Committee is hereby constituted with the following composition alongwith TORs for Development works of Municipal Committee Kamber District Larkana, subject to approval / sanction of budget of financial year 2014-15

o	Chief Municipal Officer Municipal Committee Kamber	Chairman.
o	Assistant Director P&D, D.C Office, Kamber	Member
o	Accounts Officer, Municipal Committee Kamber.	Member
o	Assistant Executive Engineer, PHED, Kamber	Member
o	Assistant Executive Engineer, Building, Kamber	Member

#### Terms of References (TORs)

- ❖ Preparing bidding documents.
- ❖ Carrying-out technical as well as financial evaluation of the bids.
- ❖ Preparing evaluation report as provided in Rule-45 of Sindh Public Procurement Rules, 2010
- ❖ Making recommendations for the award of contract to the Competent Authority
- ❖ Perform any other function ancillary and incidental to the above


SECRETARY TO GOVERNMENT OF SINDH

NO. SO (IV)/LG/129/2015 LAR

Karachi dated the, 19<sup>th</sup> May 2015

A copy is forwarded for information and necessary action to:-

- ❖ The Director Local Government Larkana Division Larkana
- ❖ Chief Municipal Officer, Municipal Committee Kamber
- ❖ Assistant Director P&D, D.C Office, Kamber
- ❖ Accounts Officer, Municipal Committee Kamber
- ❖ Assistant Executive Engineer, PHED, Kamber
- ❖ Assistant Executive, Engineer, Buildings Kamber
- ❖ PS to Secretary LG, RD.PHE,& HTP
- ❖ PA to Deputy Secretary (Admn) Local Government Department.

  
(ZAHID AHMAD RAHOJO)  
SECTION OFFICER (IV)

## COMPARATIVE STATEMENT

Name of work: - Construction of Compound wall & 02 Nos: Gates (Iron) around the play ground near Girls High School Ali Khan Kamber.

Head of A/C: - O.Z.T Funds.

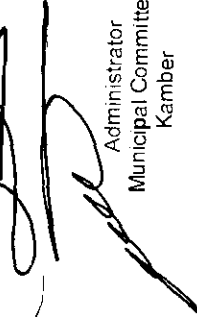
Estimated sanctioned by Executive Engineer PHE Division Kamber S.Kot @ Kamber vide No:DB/2032, dated: 29/04/2015 for Rs: 995,000/-

NIT No: & Date: -  
MCK/G.BR/2902 dated  
28/05/2015  
Date of Issue: - 29/06/2015  
Date of Opening: - 29/06/2015

Estimated Cost Provision	Schedule B		Name of Contractors	
	Sch: Items	Non Sch: Items	Mr: Tarique Ali.	Mr: Waheed
Total Cartage	155522.00		25.00% Above	26.30% Above
Schedule B	792185.00			
		Total		
		792185.00		
Ceiling Premium 5%	47385.00		788185.00	788185.00
Estimated Cost: -	995092.00		197046.00	207293.00
Say: 995000.00			4000.00	4000.00
			4000.00	4000.00
			989231.00	999478.00
			995000.00	995000.00
			-5769.00	4478.00
			-0.58% Above Estimated Cost	0.45% Above Estimated Cost
				1.72% Above Estimated Cost
				17089.00

**NOTE: -**

The lowest rates quoted by Mr: Tarique Ali Govt: Contractor at Rs: 25% Above the schedule 'B' is found lowest which comes to 0.58% Below the estimated cost are found lowest in the competition, hence recommended for approval/ acceptance of rates. No premium will be allowed on non schedule items.

  
 Administrator  
 Municipal Committee  
 Kamber



OFFICE OF THE MUNICIPAL COMMITTEE KAMBER

NO.MCK/G.BR/ 03 OF 2015


KAMBER DATED: 27/06/2015

MINUTES OF PROCUREMENT COMMITTEE

A meeting of the Procurement Committee was held on 29-06-2015 for the bids called upon vide NIT No: MCK/G-Br/2902/2015. Kamber Dated: 28-05-2015. The meeting was chaired by Chief Municipal Officer, Municipal Committee Kamber and held in his Office while attended by the following official members of Procurement Committee.

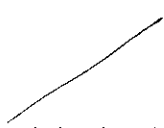
01. Assistant Director (P&D) D.C Office Kamber	Member
02. Account Officer, Municipal Committee Kamber	Member
03. Assistant Executive Engineer, PHED Kamber	Member
04. Assistant Executive Engineer, Buildings Kamber	Member

There was three (03) Nos. of Tenders issued and response from all tenders was received. the seal bids were opened before all the participants / contractors. The rate quoted by them were announced formally in presence of participants / their representative and accordingly recorded in the comparative statement / Bid evaluation report. There was no over writing or cutting found in the furnished bids / tender.

  
Chief Municipal Officer  
Municipal Committee Kamber

Copy F.W.C.s to:-

- The Administrator Municipal Committee Kamber
- The Deputy Director (Enf-I) SPPRA Karachi.
- The Assistant Executive Engineer PHED Kamber.
- The Assistant Executive Engineer Building Kamber.
- The Assistant Director Local Fund Audit Kamber.
- The Accounts Office Municipal Committee Kamber.
- Office File.

  
Chief Municipal Officer  
Municipal Committee Kamber



## OFFICE OF THE MUNICIPAL COMMITTEE KAMBER

### BIDDER'S ELIGIBILITY / QUALIFICATION REPORT

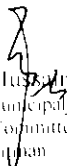
01. Name of Procuring Agency: -  
02. Tender Description / Name of Work / Item:-

Municipal Committee Kamber.  
Construction of compound wall & 02  
Nos. of Gates (Iron) around the play  
Ground near Girls High School Kamber  
City.

S.No	Eligibility / Qualification Criteria	Mr. Tarique Ali	Mr. Waheed	Mr. Shamsuddin
01	Registration with PEC	N/A	N/A	N/A
02	NTN (Number)	Yes	Yes	Yes
03	Sales Tax Registration ( Where Applicable)	N/A	N/A	N/A
04	Registration with Sindh Revenue Board (SRB)	Yes	Yes	Yes
05	Professional Tax (Where Applicable)	N/A	N/A	N/A
06	Qualification Criteria			
07	Minimum One Year Experience of relevant Field.	Yes	Yes	Yes
08	Bid Security must be attached.	Yes	Yes	Yes
09	Bid is Signed, named & Stamped by the authorized person of the contractor alongwith authorization letter.	Yes	Yes	Yes
10	Turn Over at least (03) Three Year (Equal to the Tender Estimated Value/amount)	Yes	Yes	Yes
11	<b>Qualified / Disqualified.</b>	<b>Qualified</b>	<b>Qualified</b>	<b>Qualified</b>


#### Recommendations:-

- Out of 03 participates all are declared as substantially qualified by the procurement committee as meet with minimum qualification / eligibility criteria.
- The lowest evaluated a qualified bidder is Mr. Tarique Ali with his bid / offered.

  
(Zamir Hussain Abro)  
Chief Municipal Officer  
Municipal Committee Kamber  
Chairman

  
(Tarique Ali)  
Assistant Director  
P&D D.C Office Kamber  
Member

  
(Dilip Kumar)  
Accounts Officer  
Municipal Committee Kamber  
Member

  
(Shah Bux Khastheli)  
Assistant Executive Engineer  
PHED Kamber

  
(Khair Muhammad)  
Assistant Executive Engineer  
Building Kamber



ATTANDANCE SHEET OF BIDDER'S REGARDING OPENING OF TENDER ON  
29-06-2015 OF CONSTRUCTION OF COMPOUND WALL & 02 NOS: OF GATES  
(IRON) AROUND THE PLAY GROUND NEAR GIRLS HIGH SCHOOL KAMBER  
CITY.

LIST OF BIDDER'S

S.NO	NAME OF BIDDER	SIGNATURE
①	Shammas ud Din Sandhu	شامس الدین
②	Wahed Ali	Wahed Ali
③	Tasir Ali	Tasir Ali