

# Bid Evaluation Report

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1. Name of Procuring Agency: Mr. Zubair Ahmed Memon
2. Tender Reference No: 1854/dated: 01.11. 2011
3. Tender Description /Name of work / item: Construction of Hepatitis Center at Dadu Phase-II,  
(Face Lifting & External Development).
4. Method of Procurement: Single Stage-One Envelope Procedure
5. Tender Pulished: Daily Kawish dated: \_\_\_\_\_  
*Print & Electronic Media (SPPRA ID No. & News papers names with dates)*
6. Total Bid documents Sold; 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable)23.11.2011 \_\_\_\_\_ *(Provide details in separate form)*
9. No. of Bid technically qualified(if applicable):01 No.
10. Bid (s) Rejected: 02 Nos.
11. Financial Bid Opening date: 23.11.2011

**12. Bid Evaluation Report:**

SNo.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated Cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	Mr. Zubair Ahmed Memon	1565027	1 <sup>st</sup> Lowest	As per premium	Rate lowest hence be accepted	Recommended for award of work
2.	Mr. Ahsan Soomro	1569675	2 <sup>nd</sup> lowest	As per premium	Rate highest hence be rejected	Responsive
3.	Mr. Aftab Ahmed Vigio	1571225	3 <sup>rd</sup> lowest	As per premium	Rate highest hence be rejected	Responsive

This issues with the approval of the members of the procurement committee.

Divisional Accounts Officer  
(EDUCATION WORKS DADU)

Superintendent Engineer  
Works & Services  
DADU

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

## Bid Evaluation Report

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5. Tender Pulished: Daily Kawish dated: \_\_\_\_\_  
*Print & Electronic Media (SPPRA ID No. & News papers names with dates)*
6. Total Bid documents Sold; 03 Nos. \_\_\_\_\_
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### 12. Bid Evaluation Report:

SNo.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated Cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1.	Mr. Zubair Ahmed Memon	1010221	1 <sup>st</sup> Lowest	As per premium	Rate lowest hence be accepted	Recommended for award of work
2.	Mr. Tofique Ahmed Soomro	1011547	2 <sup>nd</sup> lowest	As per premium	Rate highest hence be rejected	Responsive
3.	Mr. Aftab Ahmed Vigio	1012607	3 <sup>rd</sup> lowest	As per premium	Rate highest hence be rejected	Responsive

This issues with the approval of the members of the procurement committee.

Divisional Accounts Officer  
(EDUCATION WORKS DADU)

Superior  
Works & Services  
DADU

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

# Bid Evaluation Report



1. Name of Procuring Agency: Mr. Muneer Ahmed Memon
2. Tender Reference No: 1854/dated: 01.11. 2011
3. Tender Description /Name of work / item: Construction of Hepatitis Center at Dadu Phase-II,  
(Main Building i/c Iron Gate & Arrow Grill).
4. Method of Procurement: Single Stage-One Envelope Procedure
5. Tender Pulished: Daily Kawish dated: \_\_\_\_\_  
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## 12. Bid Evaluation Report:

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0	1	2	3	4	5	6
1.	Mr. Muneer Ahmed Memon	5249746	1 <sup>st</sup> Lowest	As per premium	Rate lowest hence be accepted	Recommended for award of work
2.	Mr. Tufique Ahmed Soomro	5267745	2 <sup>nd</sup> lowest	As per premium	Rate highest hence be rejected	Responsive
3.	Mr. Aftab Ahmed Vigio	5275245	3 <sup>rd</sup> lowest	As per premium	Rate highest hence be rejected	Responsive

This issues with the approval of the members of the procurement committee.

*[Signature]*  
Divisional Accounts Officer  
(EDUCATION WORKS DADU)

*[Signature]*  
Superintendent Engineer  
Works & Services  
DADU

*[Signature]*  
DISTRICT OFFICER  
EDUCATION WORKS  
DADU

# Bid Evaluation Report

3

1. Name of Procuring Agency: Mr. Muneer Ahmed Memon
2. Tender Reference No: 1854/dated: 01.11. 2011
3. Tender Description /Name of work / item: Construction of Hepatitis Center at Dadu Phase-II,  
(Over Head Tank & Under Tank Water Supply).
4. Method of Procurement: Single Stage-One Envelope Procedure
5. Tender Pulished: Daily Kawish dated: \_\_\_\_\_  
*Print & Electronic Media (SPPRA ID No. & News papers names with dates)*
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable)23.11.2011 (Provide details in separate form)
9. No. of Bid technically qualified(if applicable):01 No.
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SNo.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated Cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1.	Mr. Muneer Ahmed Memon	1414362	1 <sup>st</sup> Lowest	As per premium	Rate lowest hence be accepted	Recommended for award of work
2.	Mr. Aftab Ahmed Vigio	1418216	2 <sup>nd</sup> lowest	As per premium	Rate highest hence be rejected	Responsive
3.	Mr. Ahsan Soomro	1420143	3 <sup>rd</sup> lowest	As per premium	Rate highest hence be rejected	Responsive

This issues with the approval of the members of the procurement committee.

Divisional Accounts Officer  
(EDUCATION WORKS DADU)

Superintendent Engineer  
Works & Services  
DADU

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

**SINDH 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 / DEPTT. Education works (W&S) Deptt.
- 2) PROVINCIAL / LOCAL GOVT / OTHER Distt: Govt: Dadu.
- 3) TITLE OF CONTRACT Const. of Hepatitis centre - Dadu. (Main Bldg. 100 train & old school Bill.)
- 4) TENDER NUMBER 03 Nos.
- 5) BRIEF DESCRIPTION OF CONTRACT -
- 6) FORUM THAT APPROVED THE SCHEME Distt: Govt:
- 7) TENDER ESTIMATED VALUE Rs. 92,00,000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs. 92,00,000/-
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 18 Months
- 10) TENDER OPENED ON (DATE & TIME) 23-11-2011 (Tue 2.00 PM)
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 03 Nos.
- 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) Comparative Statement. Signed by the committee members. attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mrs. Muneer Ahmed Memon No. Dadu
- 16) CONTRACT AWARD PRICE Rs. 92,00,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).
  - i, e 75% above. (1<sup>st</sup> Least)
  - ii, e 75-80% above. (2<sup>nd</sup> Least)
  - iii, e 75-85% above. (3<sup>rd</sup> Least)
- 18) METHOD OF PROCUREMENT USED : (Tick one)

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

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT E.D.O (WBS) Dadu..

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

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

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

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

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

Yes	<input checked="" type="checkbox"/>	<u>Daily Sobh</u>	<u>On 3-11-2011</u>
No	<input type="checkbox"/>		

22) NATURE OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39) Date of Award of Contract: \_\_\_\_\_

Signature & Official Stamp of  
Authorized Officer

**DISTRICT OFFICER**  
**EDUCATION WORKS**  
**DADU**

**FOR OFFICE USE ONLY**

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

**OFFICE OF THE DISTRICT OFFICER EDUCATION WORKS DADU**

NO. D.O (EDU: Works)TC/G-55/

1964

Dated: 26/11/2011

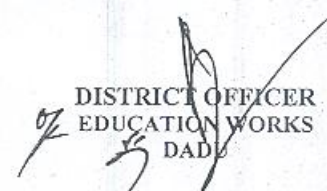
To

Mr. Muneer Ahmed Memon,  
Govt. Contractor  
R/O Dadu.

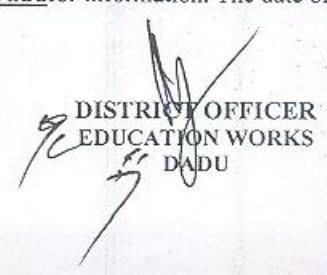
SUBJECT: CONSTRUCTION OF HEPATITIS CENTRE AT DADU PHASE-II (MAIN BUILDING I/C IRON GATE & ARROW GRILL)

The rate quoted by you for the above work at Rs. 75.0% above (Rupees Seventy five Point zero Percent above only) the new composite schedule of rates 2004 Buildings) been approved by the Executive District Officer Works & Services, Dadu vide letter No. EDO (W&S)/PB/2477 Dated 24.11.2011 please start the work with in 07 days from the date issue of this work order under the supervisor of Deputy District Officer Education Works Dadu and complete the same within in contract period of (18) months in all respects subject to the following conditions.

1. *No premium will be allowed on non-schedule items or market rates.*
2. *No cartage for any kind material will be paid in any shape.*
3. *Work should be started after releasing of funds.*
4. *All material required in the building shall be provided on your own cost.*
5. *No work to be started without gating the R.C.C design checked and got approved from the design officer or competent authority.*
6. *Any mistake in schedule "B" either description or rates shall be corrected according to the description given in the new schedule or rates/estimate.*
7. *All concreting work shall be down through mechanical mixer machine and no hand mixing will be allowed.*
8. *Bholhari sand should be used in all items in involving use of cement.*
9. *The time factor is the essence of contractors.*

  
DISTRICT OFFICER  
EDUCATION WORKS  
DADU

1. Copy F.W.C's to the Executive District Officer Works & Services Dadu for information with reference to his letter No EDO (W&S)/PB/2477, Dadu dated:24.11.2011.
2. Copy to the Deputy District Officer Education Works Dadu for information. The date of start for work may please be intimated as usual.

  
DISTRICT OFFICER  
EDUCATION WORKS  
DADU



**OFFICE OF THE EXECUTIVE DISTRICT OFFICER WORKS & SERVICES DADU**

NO:EDO(W&S)/PB/ 2477

Dadu Dated:- 24 -11 -2011

To,

The District Officer  
Education Works  
Dadu

**SUBJECT:- APPROVAL TENDER FOR THE WORK OF  
Construction of Hepatitis Centre at Dadu Phase-II Main Building i/c Iron  
Gate & Arrow Grill.**

Reference:- Your office letter No: D.O (Edu: Works)/TC/G-55/ 1952 dated 24-11-2011

The tender for the above mentioned work duly recommended by you has been examined and found lowest.

Hence the lowest rates quoted by **Mr. Muneer Ahmed Memon**

**Part (A) Rs. 75.0 % above** is hereby approved except non-schedule items **Part (A) Rs. 2666880/=** for execution of the work subject to the following conditions.

1. No premium should be allowed on any item out side the schedule of rates 2004 Building and on markets rates.
2. No carriage of any kind of material will be paid separately.
3. Only Bolhari sand approved quality from Bolhari quarry should be used in all items involving use of cement.
4. Every cutting and over writing should be signed by both parties i-e District Officer and the Contractor the agreement may be executed immediately after placing work order to the contractor an any learned and signed by both parties.
5. The work should be executed in accordance to sanctioned/approved/ Schedule "B" as per specification of the departments.
6. The work should only be allowed start after completion all codal formalities. No item of work out side approval Schedule "B" of the contract be executed without obtained sanctioned from the authority competent under codal Rules.

No excess over the sanctioned of this tender is admissible. Any violation will be the personal responsibilities of the District Officer In-charge.

  
**ENGR. KHALIQ DINO MIRANI**  
EXECUTIVE DISTRICT OFFICER  
WORKS & SERVICES  
DADU

COMPARATIVE

NAME OF WORK:

*Cons H: of Hepatitis Centre  
from gate to Arrow grill*

Reference NIT No:

*1854 Dt. 1-11-2011*

Estimate Cost Rs.

*9.200 (M)*

Million Sanction by: *Na. Edp.*

S.No:	DETAILS
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PART-A

		Rs.		Amou
1.	Amount of Schedule Item	<i>2999855</i>	<i>- w</i>	Premi
2.	Cost of Carriage Material	<i>1382152</i>	<i>- w</i>	Non-S
3.	Add: 20% (1+2)	<i>876401</i>	<i>- v</i>	Tende
4.	Total	<i>5258408</i>	<i>- w</i>	Amou
5.	Diff. of Cement	<i>771825</i>	<i>- w</i>	Premi
6.	Diff. of Bricks	<i>238029</i>	<i>- w</i>	Amou
7.	Diff. of <del>Wood</del> <i>Steel</i>	<i>167164</i>	<i>- w</i>	Total
8.	Amount of N.S.I	<i>2666880</i>	<i>- w</i>	Total
9.	Total Cost	<i>9102306</i>	<i>- w</i>	Diff:
				Tend
				Estin

PART-B

1.	Amount of Schedule Item	Rs.	<i>-</i>	at .
2.	Add: .....	Rs.	<i>-</i>	Rate
3.	Amount of NSI:	Rs.	<i>-</i>	Rate
	Total	Rs.	<i>-</i>	
	GRAND TOTAL	Rs.	<i>9102306 - w</i>	

DI

written order to commence

18

Should this tender be accepted I / We

# OFFICE OF THE DISTRICT OFFICER EDUCATION WORKS DADU

Issued to Mr. Muneer Ahmed Munoz Vide D.R No. 76  
Dated: 28.11.2011 for Rs. 3000/- Dated of Opening 23.11.2011

(01)

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

## BI-II TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Sindh (here in before and herein after referred to as "Government") of the works specified in the under written memorandum within the specified in such memorandum at 75% above  
NSL - AT par  
percent below / above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respects with the specifications / design drawings and instructions in writing referred to in rule thereof and in clause 12 of the annexed conditions of contract and agrees that when material for the work is provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule "A & B" appended herewith.

## MEMORANDUM

- a) General Description: Main Building i/c Iron Gate & Arrow Grill (CONSTRUCTION OF HEPATITIS CENTER DADU (PHASE-II))
- b) Estimated Cost \_\_\_\_\_ Rs. 92,00,000/-
- c) Earnest Money 2% \_\_\_\_\_ Rs. 1,84,000/-
- d) Security Deposit including  
Earnest money 5% \_\_\_\_\_ Rs. 4,60,000/-
- e) Percentage if any to be deducted  
from the bill \_\_\_\_\_ Rs. 2,76,000/-
- f) Time allowed for completion  
of the work form the date of  
written order to commence \_\_\_\_\_ 18 Months.

Should this tender be accepted I / We hereby agree to abide by fulfill the terms and provisions of the conditions annexed here to as for as applicable and default thereof to forfeit and pay to Government the sum of money mentioned in the said condition.

In respect of the sum of Rs. 1,84,000/- Call Deposit No. SS2005  
Dated: 18.11.2011 from MEB Dadu, Bank is here with forwarded representing earnest money, the full value of which is to be absolutely forfeited to Government should, I / We not deposit the full amount of Security deposit as shown in the above memorandum in accordance with clause of the said conditions, otherwise the said sum of Rs. 1,84,000/- shall be retained by Government on Account of such security deposit as aforesaid of (B) the full value shall be retained by the Government on Account of the security specified in clause I (B) of the condition.

Contractor  
CONTRACTOR

DISTRICT OFFICER  
(EDUCATION WORKS)  
WORKS & SERVICES DEPARTMENT  
DADU

DETAILED ESTIMATE

NAME OF WORK:- Construction of Hepatitis Centre Dadu Main Building  
i/c Iron Gate and Arrow Grill (Phase-II)  
(under block allocation)

Sr. No.	Item of Work	Qty.	Rate	Unit	Amount
1	Excavation in foundation of the building bridges & other structure i/c deg belling dressing around the structure with exacted from foundation lead up to 5feet.	370.0	Rs: 1306.80	%cft	484/2
2	Cement Concrete Brick/ Stone ballast 11/2" to 2 gauge ratio 1:4:8	6572.0	Rs: 3584.10	%cft	235547/2
3	Pacca Brick Works in Foundation and plinth (1:6)	54.0	Rs: 3865.15	%cft	2087/2
4	RCC work i/c all labour for bending binding and which will be paid seperatly this rate also all kinds of forms moulds lifting shuttering curing the exposed surface (a)RCC work in all roof slab beams coloumns rafts (1:2:4)	A 147.0 B 3124.0	Rs: 114.00 Rs: 119.80	P. cft P. cft	16758/2 374255/2
5	Fabrication of mild steel reinforcement and its labour for cutting bending binding and laying in position and making joints i/c the removal of rust from bars	5.906	Rs: 2772.55	P. cwt	16375/2
6	Add Extra Labour for Double Story	139.464	Rs: 2833.05	P. cwt	395108/2
7	Pacca Brick work in Ground Floor in Cement Sand (1:6)	5289.0	Rs. 4473.20	%cft	236588/2
8	C.C.plain I/c placing compacting finishing & curring complete (I/c screening washing of stone aggregate without shuttering ratio 1:2:4 (SINO.5( c )P-18).	8862.0	Rs. 5941.10	%cft	526500/2
9	C.C.plain I/c placing compacting finishing & curring complete (I/c screening washing of stone aggregate without shuttering ratio 1:2:4	734.0	Rs. 5941.10	%cft	43608/2
10	Add Extra Labour (1st Floor) for Lavina concrete Plain or reinforcement S.I (11)A P.No.20	734.0	Rs. 580.80	%cft	4263/2

*Au 2/2*

11	S/F Porcelain tile size 24"x24" on bed of 3/4" thickness mortar ratio 1:2 Over passed with bond solution & filling the joints with white cement or Tile grout in desired shape with finishing in cutting of tiles proper tiles on Floor/skirting etc complete (R.A)	2936.0	Rs.	289.00	P.Sft	848504/2
12	Cement Plaster 1/2" thick upto 20' height ratio (1:6)	A 24902.0	Rs:	531.41	%sft	132332/2
		B 20789.0	Rs:	531.41	%sft	110475/2
13	Add Extra Labour for Lime, Mud or Cement Plaster and Pointing for 20" and above for each addition 10" height	20789.0	Rs:	69.45	%sft	14438/2
14	Cement Plaster 3/8" thick upto 20' height ratio (1:4)	24902.0	Rs:	536.14	%sft	133510/2
15	Add Extra Labour for Lime, Mud or Cement Plaster and Pointing for 20" and above for each addition 10" height	20789.0	Rs:	69.45	%sft	14438/2
16	Double Aluminium (R.A)	523.0	Rs:	2150.0	P.Sft	1124450/2
17	P/F Stair bars frame of 1/2" vertically fixed (R.A)	660.0	Rs:	366.30	P.Sft	241758/2
18	M/F Steel Grated Door 1/14 Gauge (R.A)	160.0	Rs:	1441.08	P.Sft	230573/2
19	P/L tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc complete i/c cutting tiles to proper profile. (SINO.60 P-53)	1872.0	Rs:	13663.33	%sft	255778/1
20	Caligraphic Tile 6"x6"x1/4" (R.A)	100.0	Rs:	222.0	P.sft	22200/2
21	Hand Made Kashi Tile Jali 1" to 3/4" (R.A)	1055.0	Rs:	189.0	P.sft	199395/2
22	P/L 1" thick topping C.C 1:2:4 i/c surface finishing curing and dividing into panels 2" Thick	6110.0	Rs:	1396.67	%cft	85337/2
23	Providing Laying Payer Cement Tile	804.0	Rs:	81.50	P.sft	65526/2

*Handwritten signature*

24	Filling Watering & ramming earth under floor with new earth (excavated from out side lead upto one chain & lift upto 5ft.	125840.0	Rs: 1488.30 %0cft	187288/2
25	Painting New surface ( d ) Preparing surface and painting guard bars of iron bars arating railing (including standards braces) And similar open work 3 Coats. (S.I.No.5(d) P-77)	320.0	Rs: 584.54 %0sft	1871/2
26	Primary coat of chalk distemper. (SINO.23 P-59)	45691.0	Rs: 58.85 %0sft	26889/2
27	Distemping Three coats (SINO.24 (c) P-60)	45691.0	Rs: 263.51 %0sft	120400/2
			Total Rs:	5666732/2
			N.S.I	2800389/2
			S.I	2866343/2

*Handwritten signature*

*Handwritten signature*

*Mr. Muneer Ahmad Memon*

G.R. P. V.D. Nos. 7938 of 6-4-35  
6-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.  
and M. Deptt. No. 355-F/37 of 7-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-39  
G. R. (P.W.D.) No. 1038-1 of 22-2-39  
12-10-44 and 2-5-45 65-W of 22-2-39  
12-10-44 and 2-5-44, 65-W 1038/11-1 of  
28-3-49, 2-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

*Consty H. P. A. T. for Centre D. D. M.  
P. II Main Bldg VC Drain Gully & Arroyo Mill*

Percentage Rate Tender and Contract  
for works *Estimate Cell-9200000*

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.

submit work the and the other grant rates work cation the E.

signed



but if contractors wish to tender for two or more works they 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.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the 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 for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

Executive Engineer  
Public Works Division

*[Handwritten signatures and scribbles]*

so far as applicable, and in default thereof to forfeit and pay to Government the sum of money mentioned in the said conditions.

Receipt No. 55205 dated 1-8-11 from Government Treasury or sub-Treasury at MC in respect of the sum of Rs. 104000 is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 104000 shall be retained by Government on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions.

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

(Witnesses)

(Address)

(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind.

Executive Engineer

Division for his duty authorized Assistant

*C. S. Khan*

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

Executive Officer  
EDUCATION DEPARTMENT  
DADU

Condition of Contract

Clause 1.—The Person whose tender may be accepted (hereinafter called

the contractor) shall (A) (within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to 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 Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ..... 2% percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of ..... 3% percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

*AW*

Executive Engineer  
Education Division

\*Amount to be specified in words and figures

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

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

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

Signature of the officers by whom accepted.



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

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

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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

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

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

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

Executive Engineer  
Public Works Department

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the settling of any claim; nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as in the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full 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.

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

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

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

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also

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

Bill to be submitted monthly.

Bills to be on printed forms.

Materials supplied by Government

Works to be executed in accordance with specifications lodged in the office of the Executive Engineer

Executive Engineer  
P.W.D. BANGALORE

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

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

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 of grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent to it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of 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 deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Works to be open to inspection

Contractor of responsible agent to be present.

Notice to be given before work is covered up.

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

Contractor to supply plant, ladders, scaffolding, etc.

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Executive Engineer  
 Municipal Corporation

Contractor

thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

\*Sum payable by way of compensation to be considered as reasonable compensation with not reference to actual loss.

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

\*Notice of the constitution of firm to be notified.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

\*Works to be under direction of Superintending Engineer.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract on all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

\*Decision of Superintending Engineer to be final.

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

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

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

\*Lump sum to contractor.

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

\*According to specification.

AWT

Engineer-in-charge  
Education Division

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

When the sanctioning authority for the tender is:-

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

Clause 52-"If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights duties of liabilities of their party, then save in so far as the decision of any such matter is herein before provided for, as has been so decided every such matter including whether its decision has been otherwise provided for and regards the right of any obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation) Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred"

CLAUSE 53

Deleted

CLAUSE 54-b

Deleted

CLAUSE 55

Deodar work obtained from water born found loss not less than 72 in grinth be used for the all door & windows leaves and other jouney Work etc.

CLAUSE 56

Contractor will be carried out strictly according to specification continuing in Govt: of Pakistan Schedule of rate Volume I Part II Specification for Execution of work, 1980.

SPECIAL CLAUSE 57

"(1) The prices of cement as on (date of receipt of tenders) fixed by the State Cement Corporation are Rs: \_\_\_\_\_ and Rs: \_\_\_\_\_ per Ton for Ordinary portland cement and sulphate resistance cement respectively.

(2) Should there be any change in the above prices by the State Cement Corporation during the currency of the contract, the difference will be payable by or, as the case may be recoverable from the contractor.

(3) The effect of the revision of prices will be confined to the quantity of cement which is consumed after the date of such revision"

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

DIVISIONAL ACCOUNTANT

Certified that I have noted the content of Govt: P.W.D. Circular Memorandum No: 1006-I dated 21st: February 1958 wherein the responsibility of getting the tender checked efficiently is placed on me.

*[Signature]*  
SUPERVISOR

*[Signature]*  
DIVISIONAL ACCOUNTANT  
DAMES

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	Item of work	Tenders' rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	Ps.		
<p><i>Schedule B is Attached</i></p>						

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

Signature of Contractor  
*[Signature]*

Signature of Engineer  
*[Signature]*  
 Assistant Engineer

Note—To be continued on additional sheets if found necessary

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

3

**CONTRACT EVALUATION FORM**

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

- 1) NAME OF THE ORGANIZATION / DEPTT. EDUCATION WORKS (WLS) DEPTT.
- 2) PROVINCIAL / LOCAL GOVT / OTHER DIST: GORTI DADU.
- 3) TITLE OF CONTRACT Const. of Hepatitis Center e Dadu.
- 4) TENDER NUMBER (63) Nos. Phase II. (Construction of Tanks & under ground W/S.)
- 5) BRIEF DESCRIPTION OF CONTRACT -
- 6) FORUM THAT APPROVED THE SCHEME DIST: GORTI
- 7) TENDER ESTIMATED VALUE Rs 4800000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs 4800000/-
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 08 Months
- 10) TENDER OPENED ON (DATE & TIME) 23-11-2011 (Time 2.00 PM)
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 03 NOS
- 12) NUMBER OF BIDS RECEIVED 03 NOS
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3 NOS
- 14) BID EVALUATION REPORT (Enclose a copy) Comparative Statement - Signed by committee member (attached)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mr. Muneer - Ahmud Memorial P.O Dadu.
- 16) CONTRACT AWARD PRICE Rs 4800000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).
  - i) e 83.50% above (1<sup>st</sup> lowest)
  - ii) e 84% above (2<sup>nd</sup> lowest)
  - iii) e 84.25% above (3<sup>rd</sup> lowest)
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
  - a) SINGLE STAGE - ONE ENVELOPE PROCEDURE  Domestic Local
  - b) SINGLE STAGE - TWO ENVELOPE PROCEDURE
  - c) TWO STAGE BIDDING PROCEDURE
  - d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE

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

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

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

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

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

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

Yes	
No	

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

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

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

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

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

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

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

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

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

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

39) Date of Award of Contract: \_\_\_\_\_

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

DISTRICT OFFICER  
EDUCATION DEPT  
SPPRA

**FOR OFFICE USE ONLY**

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

Print

Save

Reset



**OFFICE OF THE DISTRICT OFFICER EDUCATION WORKS DADU**

NO. D.O (EDU: Works)TC/G-55/

1963

Dated: 26/11/2011

To

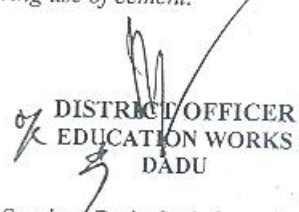
Mr. Muneer Ahmed Memon.  
Govt: Contractor  
R/O Dadu.

SUBJECT:

CONSTRUCTION OF HEPATITIS CENTRE AT DADU PHASE-II (OVER HEAD TANK & UNDER GROUND WATER SUPPLY)

The rate quoted by you for the above work at Rs. 83.50%above (Rupees Eighty three Point fifty Percent above only) the new composite schedule of rates 2004 Buildings) been approved by the Executive District Officer Works & Services, Dadu vide letter No. EDO (W&S)/PB/2479 Dated 24.11.2011 please start the work with in 07 days from the date issue of this work order under the supervisor of Deputy District Officer Education Works Dadu and complete the same within in contract period of (08) months in all respects subject to the following conditions.

1. *No premium will be allowed on non-schedule items or market rates.*
2. *No cartage for any kind material will be paid in any shape.*
3. *Work should be started after releasing of funds.*
4. *All material required in the building shall be provided on your own cost.*
5. *No work to be started without gating the R.C.C design checked and got approved from the design officer or competent authority.*
6. *Any mistake in schedule "B" either description or rates shall be corrected according to the description given in the new schedule or rates/estimate.*
7. *All concerting work shall be down through mechanical mixer machine and no hand mixing will be allowed.*
8. *Bholhari sand should be used in all items in involving use of cement.*
9. *The time factor is the essence of contractors.*

  
DISTRICT OFFICER  
EDUCATION WORKS  
DADU

1. Copy F.W.C's to the Executive District Officer Works & Services Dadu for information with reference to his letter No EDO (W&S)/PB/2479, Dadu dated:24.11.2011.
2. Copy to the Deputy District Officer Education Works Dadu for information. The date of start for work may please be intimated as usual.

  
DISTRICT OFFICER  
EDUCATION WORKS  
DADU

**OFFICE OF THE EXECUTIVE DISTRICT OFFICER WORKS & SERVICES DADU**

NO:EDO(W&S)/PB/ 2479

Dadu Dated:- 24-11-2011

To,

The District Officer  
Education Works  
Dadu

**SUBJECT:- APPROVAL TENDER FOR THE WORK OF  
Construction of Hepatitis Centre at Dadu Phase-II (Over Head Tank &  
Under Ground Water Supply)**

Ref'nce:- Your office letter No: D.O (Edu: Works)/TC/G-55/ 1952 dated 24-11-2011


The tender for the above mentioned work duly recommended by you has been examined and found lowest.

Hence the lowest rates quoted by **Mr. Muneer Ahmed Memon**

**Part (A) Rs. 83.50% above** is hereby approved except non-schedule items **Part (A)Rs. 2944850/=** for execution of the work subject to the following conditions.

1. No premium should be allowed on any item out side the schedule of rates 2004 Building and on markets rates.
2. No carriage of any kind of material will be paid separately.
3. Only Bolhari sand approved quality from Bolhari quarry should be used in all items involving use of cement.
4. Every cutting and over writing should be singed by both parties i-e District Officer and the Contractor the agreement may be executed immediately after placing work order to the contractor an any learned and signed by both parties.
5. The work should be executed in accordance to sanctioned/approved/ Schedule "B" as per specification of the departments.
6. The work should only be allowed start after completion all codal formalities. No item of work out side approval Schedule "B" of the contract be executed without obtained sanctioned from the authority competent under codal Rules.

No excess over the sanctioned of this tender is admissible. Any violation will be the personal responsibilities of the District Officer In-charge.

  
**ENGR. KHALIQ DINO MIRANI**  
EXECUTIVE DISTRICT OFFICER  
WORKS & SERVICES  
DADU

COMPARATIVE STATEMENT / FINANCIAL REVIEW

NAME OF WORK

Construction of Hepatitis Center Building Phase 2 under Block 160 Cast in 2011 (Over Hand Tank 8 under Ground Tank. Tel. Dadu,

DATE OF ESTIMATE: 29-11-2011  
DATE OF OPENING: 23-11-2011

Reference No: 1854 Dt: 1-11-2011

Estimate Cost No: 4,800 (01)

Admission Sanction by: Edo (NSI) PS 2382 dt: 4-11-2011

RATE QUOTED BY CONTRACTOR / FIRM

S.No:	DETAILS	1	2	3
		Mr. Muker Ahmed Memon 83.50 % above	Mr. Attab Ahmed Wahid 84 % above	Mr. Ashraf Soomro 84.25 % above

PART-A		Rs.	Rs.	Rs.
1.	Amount of Schedule Item	770770-00	770770-00	770770-00
2.	Cost of Carriage Material	408787-00	643592-00	643592-00
3.	Add 20% (1+2)	235911-00	2944850-00	2944850-00
4.	Total	1415468-00	4359212-00	4359212-00
5.	Diff. of Cement	61111-00	4359212-00	4359212-00
6.	Diff. of Bricks	2944850-00	312031-00	312031-00
7.	Diff. of Wood Steel	4672349-00	4672349-00	4672349-00
8.	Amount of NSI			
9.	Total Cost		1106-00	1106-00

PART-B		Rs.	Rs.
1.	Amount of Schedule Item		
2.	Add		
3.	Amount of NSI		
	Total	4672349-00	4672349-00
	GRAND TOTAL		

Amount of Schedule Item-A  
Premium 83.50 % above on-A  
Non-Schedule Item - A  
Tender Cost - A  
Amount of Schedule Item - B  
Premium ..... 1 % above on-B  
Amount of NSI-B  
Total Cost of -B  
Total Cost of A+B  
Diff. of Cement Bricks & Wood Steel  
Tender Cost  
Estimate Cost  
Rate Quoted by Mr. Muker Ahmed / Memon Government Contractor at 83.50 % above schedule of  
Rate being ..... % above / below is lowest in the competition. Hence this case is recommended for approval please.

DIVISIONAL ACCOUNTS OFFICER  
EDUCATION WORKS DADU

EXECUTIVE DISTRICT OFFICER  
WORKS & SERVICES DADU

DISTRICT OFFICER  
EDUCATION WORKS DADU

Should this tender be accepted I / We recommend ..... 8 Months.

# OFFICE OF THE DISTRICT OFFICER EDUCATION WORKS DADU

Issued to M/s. Muneer Ahmed Meemon Vide D.R No. 76  
Dated: 29.11.2011 for Rs. 3000/- Dated of Opening 23.11.2011

(03)

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

## BI-II TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Sindh (here in before and herein after referred to as "Government") of the works specified in the under written memorandum within the specified in such memorandum at 83.50 i. above

NSI AEPAN  
percent below / above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respects with the specifications / design drawings and instructions in writing referred to in rule thereof and in clause 12 of the annexed conditions of contract and agrees that when material for the work is provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule "A & B" appended herewith.

## MEMORANDUM

- a) General Description: Over Head Tank & Under Ground Water Supply (CONSTRUCTION OF HEPATITIS CENTER DADU (PHASE-II)).
- b) Estimated Cost Rs. 48,00,000/-
- c) Earnest Money 2% Rs. 96,000/-
- d) Security Deposit including  
Earnest money 5% Rs. 240,000/-
- e) Percentage if any to be deducted  
from the bill Rs. 144,000/-
- f) Time allowed for completion  
of the work form the date of  
written order to commence 8 Months.

Should this tender be accepted I / We hereby agree to abide by fulfill the terms and provisions of the conditions annexed here to as for as applicable and default thereof to forfeit and pay to Government the sum of money mentioned in the said condition.

In respect of the sum of Rs. 96,000/- Call Deposit No. SS2006  
Dated: 18-11-2011 from MCB Dadu, Bank is here with forwarded representing earnest money, the full value of which is to be absolutely forfeited to Government should, I / We not deposit the full amount of Security deposit as shown in the above memorandum in accordance with clause of the said conditions, otherwise the said sum of Rs. 96,000/- Shall be retained by Government on Account of such security deposit as aforesaid of (B) the full value shall be retained by the Government on Account of the security specified in clause I (B) of the condition.

CONTRACTOR

DISTRICT OFFICER  
(EDUCATION WORKS)  
WORKS & SERVICES DEPARTMENT  
DADU

**SCHEDULE (B)**

**NAME OF WORK:- Construction of Hepatitis Centre Dadu Over Head Tank and under Ground Tank (Phase-II) Taluka Dadu**

Sr. No.	Item of Work	Qnty.	Rate	Unit	Amount
1	Excavation in foundation of the building bridges & other structure i/c deg belling dressing around the structure with exacted from foundation lead up to 5feet.	10700.0	Rs: 1306.80	%0cft	13983/-
2	Cement Concrete Brick/ Stone ballast 1 1/2" to 2 gauge ratio 1:4:8	4100.0	Rs: 3584.10	%0cft	146948/-
3	Coursed Rubble massonary including hammer dressing (d) In cement sand motor ratio 1:6 (SINO.1(d)(iv) P-32)	1025.0	Rs: 7263.90	%0cft	74455/-
4	C.C.plain I/c placing compacting finishing & curring complete (I/c screening washing of stone aggregate without shuttering ratio 1:2:4 (SINO.5( c )P-18).	2720.0	Rs. 5941.10	%0cft	161598/-
5	Errection and removal of centering for RCC or pain CC work of Partial Wood (i) Vertical (SINO.18 (b)(ii) P-21)	352.0	Rs. 1405.75	%0sft	4948/-
6	RCC work i/c all labour for bending binding and which will be paid seperatly this rate also all kinds of forms moulds lifting shuttering curing the exposed surface (a)RCC work in all roof slab beams coloumns rafts (1:2:4)	1488.0	Rs: 114.00	P. cft	169632/-
7	Fabrication of mild steel reinforcement and its labour for cutting bending binding and laying in position and making joints i/c the removal of rust from bars	53.143	Rs: 2772.55	P. cwt	147342/-
8	P/L 1" thick toping C.C 1:2:4 i/c surface finishing curing and dividing into panals	A 3" Thick 625.0	Rs: 1820.23	%0cft	11376/-

*AU [Signature]*

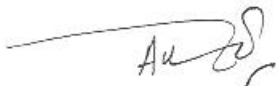
B 2" Thick

144.0		Rs:	1396.67	%cft	2011/2
9	S/F in position iron/steel grill of 3/8"x3/8" sq iron of approved design R.A				
190.0		Rs:	155.00	P.sft	29450/2
10	S/F in position iron/steel grill of 3/4"x1/4" size flat iron of approved design including painting 3 coats etc complete (weight not be less than 3.7 lbs / sq: foot of finished grill ) (S.I.No. 26 P-97).				
24.0		Rs:	115.47	P.sft	2771/2
11	Filling Watering & ramming earth under floor with new earth (excavated from out side lead upto one chain & lift upto 5ft.				
18960.0		Rs:	1488.30	%0cft	28218/2
12	P/F Double Almunium with Window on Blind (R.A)				
1356.0		Rs:	2150.0	P.Sft	2915400/2
13	Cement plaster 1:4 upto 20' height (c) 3/4" thick. (S.I.No. 10 (c) P-58 )				
960.0		Rs:	779.96	%0sft	7488/2

Total Rs: 3715620/2

N.S.I(-) Rs. 2944850/2

S.I Rs. 770770/2



Form B-1 (Slip) D. No. 195-11-94-50,000 L.F. of 8 la. each.

*M. Munir Ahmad*

1952 R. P.W.D. Nos. 7939 of 6-4-35  
3663 of 8-6-36, 1955-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 343-37/37 of 9-11-37  
(P.W.D.) No. 8-173, 2-W of 22-2-39.  
G. R. (P.W.D.) No. 1038-1 of 22-2-39  
12-10-44 and 2-5-44 (8-1-07 of 22-2-39  
12-10-44, and 2-5-44, 65-W 1038/1-1 of  
23-2-40, 5-47-W 7 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of Work

*Constn He Patitor Centre of Area Ph II Orer  
Head Park of Indus Grand water supply*

Percentage Rate Tender and Contract  
for works *Estimate 1st-48,000/-*

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.

This form will state the amount to be paid out, as well as the date for



3. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the 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.

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

*M. Munir Ahmad*  
Executive Engineer  
Education Works Division  
DADU.

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no far as applicable, and in default thereof to forfeit and pay to Govern-  
ment the sum of money mentioned in the said conditions.

Receipt No. 55206 dated 19-11-2011 Government Treasury or  
sub-Treasury at MCO in respect of the sum of Rs. 96000  
is herewith forwarded representing the earnest money (a) the full value of

which is to be absolutely forfeited to Government should we not deposit

the full amount of security deposit specified in the above memorandum,  
in accordance with Clause 1 (A) of the said conditions, otherwise the said  
sum of Rs. 96000 shall be retained by Government on account of  
such security deposit as aforesaid] or (b) the full value of which shall be  
retained by the Government on account of the security deposit specified  
in clause 1 (B) of the conditions.\*\*

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

(Witnesses \*\*\*)

(Address)

(Occupation)

\*Amount to be specified in words and figures

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

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

\*\*Signature of contractor before submission of tender

\*\*\*Signature of witness to contractor's signature.

\*Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Mad.

Executive Engineer

Division for his duly authorized Assistant

C 43 57/107 day of

Executive Engineer  
Education, Madhya Pradesh  
LADU.

Condition of Contract

Clause 1.—The Person whose tender may be accepted (hereinafter called

Persons the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 up to Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him, or the notification of the acceptance of his tender] deposit with the Executive Engineer in cash or Govt. Securities endorsed to 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 Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 2 percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of 3 percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted, into interest-bearing securities provided that the depositor has expressly desired this in writing.

AM

Executive Engineer  
Education, Madhya Pradesh  
LADU.



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

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

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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

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

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

Power to take possession of or require removal of or sell, contractor plant.

Executive Engineer  
Public Works Department  
Government of India

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the securing of any claim; nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full 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 item of work not accepted as completed to be at the discretion of the Engineer-in-charge.

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose 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.

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Materials supplied by Government

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications lodged in office of

Executive Engineer  
District Office  
Education Division  
MADRAS

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise defective in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure continues, and in the case of any such failure 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 the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's duly authorised agent shall be considered to have the same force an 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 thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given before work is covered up.

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

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

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisites or proper for the execution of, the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, tools, scaffolding, etc.

AW

Executive Engineer  
Education Department

Contractor

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	Ps.		
<p><i>Schedule B is cancelled</i></p>						

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

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

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

Signature of Contractor  
*[Signature]*  
 Contracts

Executive Engineer  
 (Signature of Engineer)  
 Assistant Engineer  
 D.S.O.

Note—To be continued on additional sheets if found necessary

2

**SINDH 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 / DEPTT. Education Works (W&S) Deptt.
- 2) PROVINCIAL / LOCAL GOVT / OTHER District Govt. Dabhoi.
- 3) TITLE OF CONTRACT Constn. of Hepatitis Centre & Lab. Phase II.
- 4) TENDER NUMBER 03 Nos. (Face sheet & Est. etc.)
- 5) BRIEF DESCRIPTION OF CONTRACT \_\_\_\_\_
- 6) FORUM THAT APPROVED THE SCHEME DISH: Govt.
- 7) TENDER ESTIMATED VALUE Rs. 23,00,000/-
- 8) ENGINEER'S ESTIMATE Rs. 23,00,000/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12 Months
- 10) TENDER OPENED ON (DATE & TIME) 23-11-2011 (Time 2.0 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 3 Nos.
- 14) BID EVALUATION REPORT Cooperativ Statedment - Signed by the Councily member (attached)  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M. Zubeeer Ahmed Memon
- 16) CONTRACT AWARD PRICE Rs. 23,00,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).
  - i) 102.1% above (1st Rank)
  - ii) 102.60% above (2nd Rank)
  - iii) 102.80% above (3rd Rank)

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

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

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT *E.D.O. (WBS) Datta*

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

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

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

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

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

Yes	<input checked="" type="checkbox"/>	<i>Dainik Gbh</i>	
		<i>dt: 3-11-2011</i>	
No	<input type="checkbox"/>		

22) NATURE OF CONTRACT

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

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

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

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

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39) Date of Award of Contract: \_\_\_\_\_

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

DISTRICT OFFICER  
EDUCATION WORKS  
DASU.

FOR OFFICE USE ONLY

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

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OFFICE OF THE DISTRICT OFFICER EDUCATION WORKS DADU

NO. D.O (EDU: Works)TC/G-55/

Dated: 26 / 11 / 2011

1966

To

Mr. Zubair Ahmed Memon,  
Govt. Contractor  
R/O Dadu.

SUBJECT: CONSTRUCTION OF HEPATITIS CENTRE AT DADU PHASE-II (FACE LIFTING & EXTERNAL DEVELOPMENT)

The rate quoted by you for the above work at Rs. 102.00%above (Rupees One hundred and tow point zero Percent above only) the new composite schedule of rates 2004 Buildings) been approved by the Executive District Officer Works & Services, Dadu vide letter No. EDO (W&S)/PB/2476 Dated 24.11.2011 please start the work with in 07 days from the date issue of this work order under the supervisor of Deputy District Officer Education Works Dadu and complete the same within in contract period of (12) months in all respects subject to the following conditions.

1. No premium will be allowed on non-schedule items or market rates.
2. No cartage for any kind material will be paid in any shape.
3. Work should be started after releasing of funds.
4. All material required in the building shall be provided on your own cost.
5. No work to be started without gating the R.C.C design checked and got approved from the design officer or competent authority.
6. Any mistake in schedule "B" either description or rates shall be corrected according to the description given in the new schedule or rates/estimate.
7. All concerting work shall be down through mechanical mixer machine and no hand mixing will be allowed.
8. Bholhari sand should be used in all items in involving use of cement.
9. The time factor is the essence of contractors.

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

1. Copy F.W.C's to the Executive District Officer Works & Services Dadu for information with reference to his letter No EDO (W&S)/PB/2476, Dadu dated:24.11.2011.
2. Copy to the Deputy District Officer Education Works Dadu for information. The date of start for work may please be intimated as usual.

DISTRICT OFFICER  
EDUCATION WORKS  
DADU



**OFFICE OF THE EXECUTIVE DISTRICT OFFICER WORKS & SERVICES DADU**

NO:EDO(W&S)/PB/ 2476

Dadu Dated:- 24/11/2011

To,

The District Officer  
Education Works  
Dadu

**SUBJECT:- APPROVAL TENDER FOR THE WORK OF  
Construction of Hepatitis Centre at Dadu Phase-II (Face Lifting & External  
Development)**

Ref'nce:- Your office letter No: D.O (Edu: Works)/TC/G-55/ 1952 dated 24-11-2011


The tender for the above mentioned work duly recommended by you has been examined and found lowest.

Hence the lowest rates quoted by **Mr. Zubair Ahmed Memon**

Part (A) Rs. 102.0% above is hereby approved except non-schedule items Part (A)Rs. 399314/= for execution of the work subject to the following conditions.

1. No premium should be allowed on any item out side the schedule of rates 2004 Building and on markets rates.
2. No carriage of any kind of material will be paid separately.
3. Only Bolhari sand approved quality from Bolhari quarry should be used in all items involving use of cement.
4. Every cutting and over writing should be signed by both parties i-e District Officer and the Contractor the agreement may be executed immediately after placing work order to the contractor an any learned and signed by both parties.
5. The work should be executed in accordance to sanctioned/approved/ Schedule "B" as per specification of the departments.
6. The work should only be allowed start after completion all codal formalities. No item of work out side approval Schedule "B" of the contract be executed without obtained sanctioned from the authority competent under codal Rules.

No excess over the sanctioned of this tender is admissible. Any violation will be the personal responsibilities of the District Officer In-charge.

  
**ENGR. KHALIQ DINO MIRANI**  
EXECUTIVE DISTRICT OFFICER  
WORKS & SERVICES  
DADU

**COMPARATIVE STATEMENT OF FINANCIAL REVIEW**

Work: *Construction of Hepa filter's Control Ducts, Phase II under Block allocation of PSDL 2001-B (Facilities Lifting & Ext: Development)*

DATE OF ISSUE: *28.11.2011*  
 DATE OF OPENING: *23.11.2011*

Price NIT No: *1854 dt: 1-11-2011*

Estimate Cost Rs. *2.300 CM*

Million Sanction by *MoRDO (WSP)/B.2383*

*4-11-2011*

RATE QUOTED BY CONTRACTOR / FIRM

S.No.	DETAILS	1.	2.	3.
		<i>Mr. Zubeer Ahmed</i>	<i>Mr. Ahsan Soomro</i>	<i>B.</i>
		<i>Memor: 102% above.</i>	<i>102.60% above.</i>	<i>102.80% above</i>

**PART-A**

1.	Amount of Schedule Item	Rs. <i>774,766-00</i>	Amount of Schedule Item-A	Rs. <i>774,766-00</i>
2.	Cost of Carriage Material	Rs. <i>536,954-00</i>	Premium <i>102</i> .....% above on-A	Rs. <i>790,261-00</i>
3.	Add: 30% (1+2)	Rs. <i>262,344-00</i>	Non-Schedule Item - A	Rs. <i>399,314-00</i>
4.	Total	Rs. <i>1,574,064-00</i>	Tender Cost -A	Rs. <i>1,964,341-00</i>
5.	Diff: of Cement	Rs. <i>56,846-00</i>	Amount of Schedule Item - B	Rs. <i>-</i>
6.	Diff: of Bricks	Rs. <i>56,846-00</i>	Premium .....% above on-B	Rs. <i>-</i>
7.	Diff: of <del>Steel</del> <i>Steel</i>	Rs. <i>45,471-00</i>	Amount of NSI-B	Rs. <i>-</i>
8.	Amount of N.S.I	Rs. <i>399,314-00</i>	Total Cost of -B	Rs. <i>1,964,341-00</i>
9.	Total Cost	Rs. <i>2,292,585-00</i>	Total Cost of A+B	Rs. <i>3,192,071-00</i>
			Diff: of Cement Bricks & <i>Steel</i>	Rs. <i>22,83,548-00</i>
			Tender Cost	Rs. <i>2,292,585-00</i>
			Estimate Cost	Rs. <i>2,292,585-00</i>

**PART-B**

1.	Amount of Schedule Item	Rs. <i>-</i>	% above / below the estimated cost.	Rs. <i>-</i>
2.	Add: .....	Rs. <i>-</i>	Rate Quoted by Mr. <i>Zubeer Ahmed Memo</i>	Rs. <i>9037/-</i>
3.	Amount of NSI:	Rs. <i>-</i>	Government Contract: <i>102</i> .....% above schedule of	Rs. <i>-</i>
	Total	Rs. <i>-</i>	Rated being: .....% above / below is lowest in the competition. Hence his case is recommended for approval please.	Rs. <i>-</i>
	GRAND TOTAL	Rs. <i>2,292,585/-</i>		Rs. <i>2,292,585/-</i>

Time allowed for completion of the work from the date of written order to commence

12 Months.

DIVISIONAL ACCOUNTS OFFICER  
EDUCATION WORKS DADU

EXECUTIVE DISTRICT OFFICER  
WORKS & SERVICES DADU

DISTRICT OFFICER  
EDUCATION WORKS DADU

# OFFICE OF THE DISTRICT OFFICER EDUCATION WORKS DADU

Issued to Mr. Dubey Ashwaj Neeraj Vide D.R No. 77  
Dated: 22-11-2011 for Rs. 3000/- Dated of Opening 23-11-2011

(02)

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

## BI-II TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Sindh (here in before and herein after referred to as "Government") of the works specified in the under written memorandum within the specified in such memorandum at 102% Above

NSI AE pay  
percent below / above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respects with the specifications / design drawings and instructions in writing referred to in rule thereof and in clause 12 of the annexed conditions of contract and agrees that when material for the work is provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule "A & B" appended herewith.

## MEMORANDUM

- a) General Description: Face Lifting & External Development (CONSTRUCTION OF HEPATITIS CENTER DADU (PHASE-II))
- b) Estimated Cost Rs. 23,00,000/-
- c) Earnest Money 2% Rs. 46,000/-
- d) Security Deposit including Earnest money 5% Rs. 115,000/-
- e) Percentage if any to be deducted from the bill Rs. 39,000/-
- f) Time allowed for completion of the work from the date of written order to commence 12 Months.

Should this tender be accepted I / We hereby agree to abide by fulfill the terms and provisions of the conditions annexed here to as for as applicable and default thereof to forfeit and pay to Government the sum of money mentioned in the said condition.

In respect of the sum of Rs. 46,000/- Call Deposit No. 2562059  
Dated: 21-11-2011 from CIBL - Dadu, Bank is here with forwarded representing earnest money, the full value of which is to be absolutely forfeited to Government should, I / We not deposit the full amount of Security deposit as shown in the above memorandum in accordance with clause of the said conditions, otherwise the said sum of Rs. 46,000/- shall be retained by Government on Account of such security deposit as aforesaid of (B) the full value shall be retained by the Government on Account of the security specified in clause I (B) of the condition.

Dubey Ashwaj Neeraj  
CONTRACTOR

DISTRICT OFFICER  
(EDUCATION WORKS)  
WORKS & SERVICES DEPARTMENT

**EDUCATION WORKS DADU**

**DETAILED ESTIMATE**

**NAME OF WORK:- Construction of Hepatitis Centre Dadu Face Lifting & Ext: Development (Phase-II)**

Sr. No.	Item of Work	Qty.	Rate	Unit	Amount
1	Excavation in foundation of the building bridges & other structure i/c deg belling dressing around the structure with exacted from foundation lead up to 5feet.	4560.0	Rs: 1306.80	%0cft	5959/2
2	Coursed Rubble massonary including hammer dressing(ii) Lime 2 sand surkhi(SINO.4-d(iii) P-32)	920.0	Rs: 7780.70	%0cft	71582/2
3	Cement Concrete Brick/ Stone ballast 11/2" to 2 gauge ratio 1:4:8	1700.0	Rs: 3584.10	%0cft	60930/2
4	C.C.plain I/c placing compacting finishing & curring complete I/c screening washing of stone aggregate without shuttering ratio 1:2:4	3346.0	Rs. 5941.10	%0cft	198789/2
5	Errection and removal of centering for RCC or pain CC work of Partial Wood (i) Vertical (SINO.18 (b)(ii) P-21)	151.0	Rs. 1405.75	%0sft	2123/2
6	RCC work i/c all labour for bending binding and which will be paid seperatly this rate also all kinds of forms moulds lifting shuttering curing the exposed surface (a)RCC work in all roof slab beams coloumns rafts (1:2:4)	984.0	Rs: 114.00	P. cft	112176/2
7	Fabrication of mild steel reinforcement and its labour for cutting bending binding and laying in position and making joints i/c the removal of rust from bars	39.536	Rs: 2772.55	P. cwt	109616/2
8	Filling Watering & ramming earth under floor with new earth (excavated from out side lead upto one chain & lift upto 5ft.	64004.0	Rs: 1488.30	%0cft	95257/2
9	Pacca brick work in other than buildings i/c stricking of joints upto 20'ft. ht. in ( e ) Cement sand mortor 1:6 ( SINO. 7( e ) P-26)				

*2/11/11*

**CONTRACTOR**

**(EDUCATION WORKS)  
WORKS & SERVICES DEPARTMENT**

	1276.0	Rs: 4089.0 %cft	52176/2
10	Cement Plaster 1/2" thick upto 20' height ratio (1:6)		
	4370.0	Rs: 531.41 %sft	23223/2
11	Cement Plaster 3/8" thick upto 20' height ratio (1:4)		
	4370.0	Rs: 536.14 %sft	23429/2
12	Extra labour for making cement plaster pattas/band around straight or carved openings and around the edges of roof slabs the width not less than 6' with fine finishing as directed by Engineer Incharge.		
	230.0	Rs: 11.25 P.Rft	2588/2
13	Extra labour rate making grooves of 1"x1/4" or 3/4"x1/2" plastered surface with true edge both vertically and horizontally with uniform depth and with groove base smoothly finished etc complete as per instruction of Engineer Incharge (SINO.34 P-61)		
	800.0	Rs: 3.54 P.Rft	2832/2
14	Primary coat of chalk distemper. (SINO.23 P-59)		
	4370.0	Rs: 58.85 %sft	2572/2
15	Distemping Three coats (SINO.24 (c) P-60)		
	4370.0	Rs: 263.51 %sft	11515/2
16	Ceremic Tile (R.A)		
	49.0	Rs: 646.20 P.sft	31664/2
17	Double Almunium with Window (R.A)		
	171.0	Rs: 2150.0 P.Sft	367650/2

Total Rs: 1174080/2

N.S.I 399314/2

S.I 774766/2

*[Handwritten signature]*

*[Handwritten signature]*

CONTRACTOR

(EDUCATION WORKS)  
WORKS & SERVICES

FORM B-1

PUBLIC WORKS DEPARTMENT

G.P. P.W.D. No. 7938 of 6-4-55  
No. 1 of 8-6-56, 1950-W of 27-9-57, G.C.M.P.  
and M. Dept. No. 335-P/57 of 9-11-57  
(P.W.D.) No. 8-173, 2-W of 22-2-58.  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-57  
12-10-54 and 2-5-55 654-W of 22-2-57  
12-10-54, and 2-5-54, 65-W 1038/11-1 of  
28-2-49, 9-47-W 2 of 12-12-50.

Name of Work:

*Const. Hepatitis Control Data Hall  
(Lifting of Ent. D.M.)*

Percentage Rate Tender and Contract  
for works

*Estimate Cost 23,00,000*

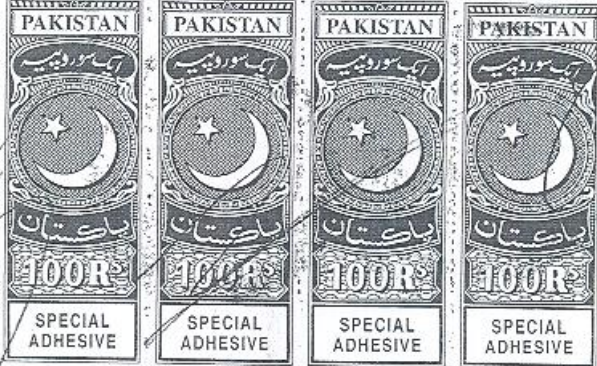
General Rules and Directions for the Guidance of Contractors

1. All work proposed to be in form of invitation to tender post Executive Engineer and signed by

This form will state the work submitting and opening tenders, work; also the amount of earnest the amount of the security deposit and the percentage, if any to be either a refund of quarry fees, or granted. Copies of the specific rates schedule rates and any other work shall be signed by the Execution, and shall also be open to the Executive Engineer during off



2. In the event of the tender signed separately by each partner or any partner, it shall be signed by attorney authorizing him to do



3. Receipts for payments by a firm, shall also be signed by persons as described in their memorandum showing items of work to be signed in the name of the persons having authority to sign

4. Any person who submits stating at what percentage they memorandum showing items of work to be signed in the name of the persons having authority to sign

be framed. 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, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in clause 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 for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

Executive Engineer  
Education Division

*[Handwritten signature]*

so far as applicable, and in default thereof to forfeit and pay to Government the sum of money mentioned in the said conditions.

Receipt No. 256258 dated 2-11-21 from Government Treasury or sub-Treasury at [blank] in respect of the sum of Rs. 46000 is herewith forwarded representing the earnest money (a) the full value of

\*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should we not deposit

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 46000 shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].\*\*

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

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

Signature of the contractor before submission of tender

(Witnesses \*\*\*)

\*\*\*Signature of witnesses to contractor's signature.

(Address)

(Occupation)

Signature of the contractor by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind.

Executive Engineer

Division (or his duly authorized Assistant)

2021 day of

District Officer Engineer (Education Works) Division DADU

Condition of Contract

Clause 1.—The Person whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to 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 Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit); Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ..... 2/100 percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of ..... 3/100 percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Executive Engineer (Education Works) Division DADU

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

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

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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

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

Contractor remains liable to pay compensation if action not taken under clauses 3 and 4.

Power to take possession of or require removal of or sell, contractor's plant.

*[Handwritten signature]*

District Engineer  
Division  
EDUCATION WORKS  
DADU



against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the securing of any claims; nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full 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.

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

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

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

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards material and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall

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

Bill to be submitted monthly.

Bills to be on printed forms.

Materials supplied by Government.

Works to be executed in accordance with specifications drawn up by the Engineer-in-charge.

Dist. Engineer  
PRODUCTION SECTION

That any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure continues, and in the case of any such failure 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 the risk and expense in all respects, of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

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

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 of grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of 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 deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of, the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of 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 matters as to which

Works to be open to inspection

Contractor or responsible agent to be present

Notice to be given before work is covered up

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

Contractor to supply plant, ladders, scaffolding, etc

2/11/19

Executive Engineer  
 Government  
 [Signature]

Contractor

thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract on all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or their conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

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

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

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

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

Changes in the constitution of firm to be notified.

Works to be under direction of Superintending Engineer.

Decision of Superintending Engineer to be final.

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

Lump sums in estimate.

When there is no specification.

*[Handwritten signature]*

Executive Engineer  
Education Division  
11/11/11

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

When the sanctioning authority for the tender is:-

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

Clause 52-"If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights duties of liabilities of their partly, then save in so far as the decision of any such matter is herein before provided for as has been so decided every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (P.W.D.) Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred"

CLAUSE 53

Deleted

CLAUSE 54-b

Deleted

CLAUSE 55

Deodar work obtained from water born found loss not less than 72 in grainth be used for the all door & windows leaves and other journey work etc.

CLAUSE 56

Contractor will be carried out strictly according to specification continuing in Govt; of Pakistan Schedule of rate Volume I Part II Specification for Execution of work)1980.

SPECIAL CLAUSE 57

"(1)The prices of cement as on (date of receipt of tenders) fixed by the State Cement Corporation are Rs. \_\_\_\_\_ and Rs. \_\_\_\_\_ per Ton for Ordinary portland cement and sulphate resistance cement respectively.

(2) Should there be any change in the above prices by the State cement Corporation during the currency of the contract, the difference will be payable by or, as the case may be recoverable from the contractor.

(3) The effect of the revision of prices will be confined to the quantity of cement which is consumed after the date of such revision"

Certified that the tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Govt; P.W.D. circular Memo No: 1015 N dated 14th September 1957 and subsequent order issued in this connection ..

DIVISIONAL ACCOUNTANT

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

*[Handwritten signature]*  
SUPERINTENDING ENGINEER

*[Handwritten signature]*  
EXECUTIVE ENGINEER  
P.W.D. DIVISION

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	Ps.		
<i>Schedule B is Attached</i>						

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

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

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

Signature of Contractor  
*Contractor*

Signature of  
Educational Officer  
*Educational Officer*

Note—To be continued on additional sheets if found necessary

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

5

**CONTRACT EVALUATION FORM**

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

- 1) NAME OF THE ORGANIZATION / DEPT. Education Works (W&E) Deptt.
- 2) PROVINCIAL / LOCAL GOVT / OTHER Distt: Govt. Dadu.
- 3) TITLE OF CONTRACT Const: of Hepatitis Center e Dadu. (Roads Path Internal)
- 4) TENDER NUMBER 03 Nos.
- 5) BRIEF DESCRIPTION OF CONTRACT Distt: Govt.
- 6) FORUM THAT APPROVED THE SCHEME Distt: Govt.
- 7) TENDER ESTIMATED VALUE B: 20,0000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) Ry 20,0000/-
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 06 Months.
- 10) TENDER OPENED ON (DATE & TIME) 23.11.2011 (Time 2.00 PM)
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 03 Nos.
- 12) NUMBER OF BIDS RECEIVED 03 Nos.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3 Nos.
- 14) BID EVALUATION REPORT (Enclose a copy) Cooperatives to be awarded duly signed by the committee on award (attached)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mu. Zubeer Ahmed Memon
- 16) CONTRACT AWARD PRICE Ry 20,00000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).
  - i) e 90.50 % above. (1<sup>st</sup> Lowest)
  - ii) e 90.75 % above. (2<sup>nd</sup> Lowest)
  - iii) e 90.95 % above. (3<sup>rd</sup> Lowest)
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
  - a) SINGLE STAGE - ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
  - b) SINGLE STAGE - TWO ENVELOPE PROCEDURE \_\_\_\_\_
  - c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
  - d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT E.D.O. (WSS) Dadu,

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

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

21) ADVERTISEMENT :

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

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

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

Yes	<u>Daily Sobh</u> <u>3.11.2011</u>
No	<input type="checkbox"/>

22) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
-------	-------------------------------------	------	--------------------------

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

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

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

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

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

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

(Attach copy of the bid evaluation report)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39) Date of Award of Contract:

Signature & Official Stamp of  
Authorized Officer

DISTRICT OFFICER  
EDUCATION WORKS

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**

Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONTRACT EVALUATION FORM**

5

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Edu catio n Works (W&S) Deptt.
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Distt: Govt. Dadu.
- 3) TITLE OF CONTRACT Constt. of Hepatitis Center e Dadu. (Road 5
- 4) TENDER NUMBER 03 Nos: Path Tentamal)
- 5) BRIEF DESCRIPTION OF CONTRACT Distt: Govt.
- 6) FORUM THAT APPROVED THE SCHEME Distt: Govt.
- 7) TENDER ESTIMATED VALUE B: 20,0000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) R: 20,0000/-
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 06 Months.
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- 12) NUMBER OF BIDS RECEIVED 03 Nos.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3 Nos.
- 14) BID EVALUATION REPORT (Enclose a copy) Cooperatives committee duly signed by the committee on return (attached)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mrs. Zubeen Ahmed Mehmood
- 16) CONTRACT AWARD PRICE Rs. 20,00000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
i) e 90.50 % above. (1<sup>st</sup> Rank)  
ii) e 90.75 % above. (2<sup>nd</sup> Rank)  
iii) e 90.95 % above. (3<sup>rd</sup> Rank)
- 18) METHOD OF PROCUREMENT USED :- (Tick one)

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

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT E.D.O. (W/S) Dady,

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

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

21) ADVERTISEMENT :

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

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

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

Yes	<u>Daily Sobh</u> <u>3-11-2011</u>
No	<input type="checkbox"/>

22) NATURE OF CONTRACT

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

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

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

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

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39) Date of Award of Contract: \_\_\_\_\_

Signature & Official Stamp of  
Authorized Officer

**DISTRICT OFFICER**  
**EDUCATION WORKS**  
DAPU

**FOR OFFICE USE ONLY**

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

Print

Save

Reset

3/3

**OFFICE OF THE DISTRICT OFFICER EDUCATION WORKS DADU**

NO. D.O (EDU: Works)TC/G-55/

Dated: 26/11/2011

1965

To

Mr. Zubair Ahmed Memon,  
Govt: Contractor  
R/O Dadu.

SUBJECT: CONSTRUCTION OF HEPATITIS CENTRE AT DADU PHASE-II (ROAD AND PATH INTERNAL)

The rate quoted by you for the above work at Rs. 90.50%above (Rupees Ninety Point fifty Percent above only) the new composite schedule of rates 2004 Buildings) been approved by the Executive District Officer Works & Services, Dadu vide letter No. EDO (W&S)/PB/2478 Dated 24.11.2011 please start the work with in 07 days from the date issue of this work order under the supervisor of Deputy District Officer Education Works Dadu and complete the same within in contract period of (06) months in all respects subject to the following conditions.

1. No premium will be allowed on non-schedule items or market rates.
2. No cartage for any kind material will be paid in any shape.
3. Work should be started after releasing of funds.
4. All material required in the building shall be provided on your own cost.
5. No work to be started without gating the R.C.C design checked and got approved from the design officer or competent authority.
6. Any mistake in schedule "B" either description or rates shall be corrected according to the description given in the new schedule or rates/estimate.
7. All concreting work shall be down through mechanical mixer machine and no hand mixing will be allowed.
8. Bholhari sand should be used in all items in involving use of cement.
9. The time factor is the essence of contractors.

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

1. Copy F.W.C's to the Executive District Officer Works & Services Dadu for information with reference to his letter No EDO (W&S)/PB/2478, Dadu dated:24.11.2011.
2. Copy to the Deputy District Officer Education Works Dadu for information. The date of start for work may please be intimated as usual.

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

**OFFICE OF THE EXECUTIVE DISTRICT OFFICER WORKS & SERVICES DADU**

NO:EDO(W&S)/PB/ 2478

Dadu Dated:- 24-11-2011

To,

The District Officer  
Education Works  
Dadu

**SUBJECT:- APPROVAL TENDER FOR THE WORK OF  
Construction of Hepatitis Centre at Dadu Phase-II ( Road and Path  
Internal)**

Ref'nce:- Your office letter No: D.O (Edu: Works)/TC/G-55/ 1952 dated 24-11-2011


The tender for the above mentioned work duly recommended by you has been examined and found lowest.

Hence the lowest rates quoted by **Mr. Zubair Ahmed Memon**

**Part (A) Rs. 90.50% above** is hereby approved except non-schedule items **Part (A)Rs. 789050/=** for execution of the work subject to the following conditions.

1. No premium should be allowed on any item out side the schedule of rates 2004 Building and on markets rates.
2. No carriage of any kind of material will be paid separately.
3. Only Bolhari sand approved quality from Bolhari quarry should be used in all items involving use of cement.
4. Every cutting and over writing should be signed by both parties i-e District Officer and the Contractor the agreement may be executed immediately after placing work order to the contractor an any learned and signed by both parties.
5. The work should be executed in accordance to sanctioned/approved/ Schedule "B" as per specification of the departments.
6. The work should only be allowed start after completion all codal formalities. No item of work out side approval Schedule "B" of the contract be executed without obtained sanctioned from the authority competent under codal Rules.

No excess over the sanctioned of this tender is admissible. Any violation will be the personal responsibilities of the District Officer In-charge.

  
**ENGR. KHALIQ DINO MIRANI**  
EXECUTIVE DISTRICT OFFICER  
WORKS & SERVICES  
DADU

**COMPARATIVE STATEMENT / FINANCIAL REVIEW**

NAME OF WORK: Constn. of Hepatitis Center Dadu (Phase II) under Block allocation DATE OF ISSUE: 23-11-2011  
 2011-12 Mgt. Road 5 paths (intermed) DATE OF OPENING: 23-11-2011

Reference MIT No: 1854 dt. 1-11-2011 Million Sanction by: 880655 PB/2381 dt: 4-11-2011 RATE QUOTED BY CONTRACTOR / FIRM

S.No.	DETAILS	1.	2.	3.
		Mr. Zubeen Ahmed Mcom 90.50% above.	Mr. Tajawal Ahmed Sany 90.75% above	Mr. Hatab Ahmed 90.75% above

PART-A		Rs.	Rs.	Rs.
1.	Amount of Schedule Item	Rs. 530300-00	Rs. 530300-00	Rs. 530300-00
2.	Cost of Carriage Material	Rs. 312908-00	Rs. 479921-00	Rs. 479921-00
3.	Add: 20% (1+2)	Rs. 168642-00	Rs. 789050-00	Rs. 789050-00
4.	Total	Rs. 1011850-00	Rs. 1799271-00	Rs. 1799271-00
5.	DIFF. of Cement	Rs. 148215-00	Rs. -	Rs. -
6.	DIFF. of Bricks	Rs. -	Rs. -	Rs. -
7.	DIFF. of Wood	Rs. -	Rs. -	Rs. -
8.	Amount of NSI	Rs. 789050-00	Rs. 148215-00	Rs. 148215-00
9.	Total Cost	Rs. 1949115-00	Rs. 1949115-00	Rs. 1949115-00

PART-B		Rs.	Rs.	Rs.
1.	Amount of Schedule Item	Rs. -	Rs. -	Rs. -
2.	Add: .....	Rs. -	Rs. -	Rs. -
3.	Amount of NSI	Rs. -	Rs. -	Rs. -
	Total	Rs. -	Rs. -	Rs. -
	GRAND TOTAL	Rs. 1949115-00	Rs. 1949115-00	Rs. 1949115-00

\*nil .....% above / below the estimated cost.  
 Rate Quoted by Mr. Zubeen Ahmed Government Contractor at 90.50% above schedule of  
 Rated being .....% above / below is lowest in the competition. Hence his case is recommended for approval please

DIVISIONAL ACCOUNTS OFFICER  
 EDUCATION WORKS DADU  
 EXECUTIVE DISTRICT OFFICER  
 WORKS & SERVICES DADU  
 DISTRICT OFFICER  
 EDUCATION WORKS DADU

written order to commence \_\_\_\_\_ 6 \_\_\_\_\_ Months.

Should this tender be accepted I / We hereby agree to attend to the work.

# OFFICE OF THE DISTRICT OFFICER EDUCATION WORKS DADU

Issued to Mr. Zubeer Ahmed Memon Vide D.R No. 77  
Dated: 22.11.2011 for Rs. 3000/- Dated of Opening 23.11.2011

(05)

DISTRICT OFFICER  
EDUCATION WORKS  
DADU

## BI-II TENDER FOR WORKS

I / We hereby tender for the execution for the Government of Sindh (here in before and herein after referred to as "Government") of the works specified in the under written memorandum within the specified in such memorandum at 90.50% Above  
NSI. At DDU  
percent below / above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respects with the specifications, design drawings and instructions in writing referred to in rule thereof and in clause 12 of the annexed conditions of contract and agrees that when material for the work is provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule "A & B" appended herewith.

## MEMORANDUM

- a) General Description: Road & Paths (Internal) (CONSTRUCTION OF HEPATITIS CENTER DADU (PHASE-II))
- b) Estimated Cost \_\_\_\_\_ Rs. 20,00,000/-
- c) Earnest Money 2% \_\_\_\_\_ Rs. 40,000/-
- d) Security Deposit including  
Earnest money 5% \_\_\_\_\_ Rs. 100,000/-
- e) Percentage if any to be deducted  
from the bill \_\_\_\_\_ Rs. 600,000/-
- f) Time allowed for completion  
of the work form the date of  
written order to commence \_\_\_\_\_ 6 Months.

Should this tender be accepted I / We hereby agree to abide by fulfill the terms and provisions of the conditions annexed here to as for as applicable and default thereof to forfeit and pay to Government the sum of money mentioned in the said condition.

In respect of the sum of Rs. 40,000/- Call Deposit No. 2562060  
Dated: 21.11.2011 from UBL - Dadu Bank is here with forwarded representing earnest money, the full value of which is to be absolutely forfeited to Government should, I / We not deposit the full amount of Security deposit as shown in the above memorandum in accordance with clause of the said conditions, otherwise the said sum of Rs. 40,000 Shall be retained by Government on Account of such security deposit as aforesaid of (B) the full value shall be retained by the Government on Account of the security specified in clause I (B) of the condition.

CONTRACTOR

DISTRICT OFFICER  
(EDUCATION WORKS)  
WORKS & SERVICES DEPARTMENT  
DADU

TRACTOR/E  
2.  
scil Abu  
90.75%  
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ment Contract  
case is recomm  
DISTRICT OFFI  
SERVICES DAI

**SCHEDULE (B)**

**NAME OF WORK:- Construction of Hepatitis Centre Dadu Road & Path(Phase-II)**

Sr. No.	Item of Work	Qty.	Rate	Unit	Amount
1	Filling Watering & ramming earth under floor with new earth (excavated from out side lead upto one chain & lift upto 5ft.	33600.0	Rs: 1488.30	%0cft	50007
2	Cement Concrete Brick/ Stone ballast 1 1/2" to 2 gauge ratio 1:4:8	2800.0	Rs: 3584.10	%cft	100355
3	J.C.plain I/c placing compacting finishing & curring complete (I/c screening washing of stone aggregate without shuttering ratio 1:2:4 (SINO.5( c )P-18).	2577.0	Rs. 5941.10	%cft	153102
4	Errection and removal of centering for RCC or pain CC work of Partial Wood (i) Vertical (SINO.18 (b)(ii) P-21)	330.0	Rs. 1405.75	%sft	4639
5	Mosaic chequer tiles of 8"x8"x1-1/2" of approved shade laid flate in 1:2 grey cement mortar over a bed of 3/4" thick grey cement mortar 1:2 (SINO. 56 P-53)	300.0	Rs. 5606.02	%sft	16818
6	P/L Payeer Tile	2520.0	Rs. 81.50	P.sft	205380
7	Double Almunium (R.A)	367.0	Rs: 2150.0	P.Sft	789050

Total Rs: 1319351

N.S.I(-) Rs. 789050

S.I Rs. 530301

*Zunm*



S.P. (Imp.) D. No. 105-11-94-50,000 L.F. of B la. each.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

G.O. R. P.W.D. Nos. 7938 of 6-4-35  
3051 of 8-6-36, 1952-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 353-1/37 of 9-11-37  
(P.W.D.) No. 5-173, 2-W of 22-2-39.  
G. R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-41 and 2-5-44 683-W of 22-2-39  
12-10-41 and 2-5-44, 65-W 1058/1-1 of  
28-3-49, 5-47-W 2 of 12-12-50.

*Contract Hepatites Control District No II*  
*Las and Path International*

Percentage Rate Tender and Contract  
for works

*Estimate No - 2,00,000*

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.

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

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

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

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup> ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of one several tenders in a comparative statement in a suitable form. In the 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 for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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



*[Signature]*  
Executive Engineer  
Education Works Division  
DADU

no far as applicable, and in default thereof to forfeit and pay to Govern- ment the sum of money mentioned in the said conditions.

Receipt No. 25686 dated 11-11-21 from Government Treasury or sub-Treasury at [blank] in respect of the sum of Rs. 40,000 is herewith forwarded representing the earnest money (or) the full value of which is to be absolutely forfeited to Government should we not deposit

\*Amount to be specified in words and figures

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

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 40,000 shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].\*\*

Signature of the Director before submission of tender

\*\*Signature of witness to contractor's signature.

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

(Witnesses \*\*\*)

(Address)

(Occupation)

\*Signature of the effects by whom received.

The above tender is hereby accepted by me on behalf of the Governor of Sind.

Executive Engineer

Division (or his duly authorized Assistant)

29/10/21 day of

Executive District Officer Education Works DADU.

Condition of Contract

Clause 1.—The Person whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to 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 Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to\* ..... 2% percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of ..... 3% percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Executive Engineer Education Works Division DADU.

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

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

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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

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

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

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

District Engineer  
Public Works Department  
Education Commission

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the securing of any claim; nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full 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.

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

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

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

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards material and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also

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

Bill to be submitted monthly.

Bills to be on printed forms.

Materials supplied by Government

Works to be executed according to specifications and drawings etc.

Executive Engineer  
EDUCATION DIVISION  
DABUL

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an 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 thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given before work is covered up.

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

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

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisites or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of 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 matters as to which

Contractor to supply plant, ladders, scaffolding, etc.

*[Handwritten signature]*

Executive Engineer  
EDUCATION OFFICE  
L.S.D.U.

Contractor

thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract on all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or their conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

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

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

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

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

Changes in the constitution of firm to be notified

Works to be under direction of Superintending Engineer

Decision of Superintending Engineer to be final

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

Lump sums in estimates.

Work to be carried out in accordance with Divisional specification.

*Curran*

Executive Engineer  
Engineering Division

1921

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

When the sanctioning authority for the tender is:-

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

Clause 52-"If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights duties of liabilities of their partly, then save in so far as the decision of any such matter is herein before provided for as had been so decided every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (P.W.D.) Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred"

CLAUSE 53

Deleted

CLAUSE 54-b

Deleted

CLAUSE 55

Deodar work obtained from water born found loss not less than 72 in grainth be used for the all door & windows leaves and other journey Work etc.

CLAUSE 56

Contractor will be carried out strictly according to specification continuing in Govt; of Pakistan Schedule of rate Volume I Part II Specification for Execution of Work)1980.

SPECIAL CLAUSE 57

"(1)The prices of cement as on (date of receipt of tenders) fixed by the State Cement Corporation are Rs. .... and Rs. .... per Ton for Ordinary portland cement and sulphate resistance cement respectively.

(2) Should there be any change in the above prices by the State cement Corporation during the currency of the contract, the difference will be payable by or, as the case may be recoverable from the contractor.

(3) The effect of the revision of prices will be confined to the quantity of cement which is consumed after the date of such revision"

Certified that the tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Govt; P.W.D. circular Memo No: 1015 W dated 14th September 1937 and subsequent order issued in this connection ..

DIVISIONAL ACCOUNTANT

Certified that I have noted the content of Govt; P.W.D. Circular Memorandum No: 1006-I dated 21st February 1970 wherein the responsibility of getting the tender checked efficiently is placed on me.

*[Handwritten Signature]*  
CONTROLLER

*[Handwritten Signature]*  
Executive Engineer  
P.W.D. DIVISION  
P.W.D. DIVISION

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	P.		
<p><i>Schedule B is cancelled</i></p>						

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

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

Note 3—Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and bold good work under all conditions. Site moisture, weather, etc

Signature of Contractor  
*[Signature]*  
 Contractor

Executive Engineer  
 (Signature of Division)  
 Assistant Engineer

Note—To be continued on additional sheets if found necessary.





SCHEDULE A

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

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

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

(Signature of contractor)

(Signature of Executive Engineer)  
District Engineer  
Edu/Assistant Engineer

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

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

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

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent or stocking materials in 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 law on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injury sustained to the workmen. If such compensation is paid by the Government or any under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the 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.

Claim for quantities entered in the tender or estimate.

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

Employment of female etc. labour.

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

Claim for compensation for delay in starting the work.

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

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—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.

Minimum age of persons employed the employments of donkeys or other animals.

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

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

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

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

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

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

Pakistani, Timbers to be used.

Executive Engineer  
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under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to land from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And is liable for damages, including costs, interest, costs of litigation, for which he is liable.

Measures for prevention of fire

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.

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

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

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

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

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

Employment of female labour.

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

Work on Fridays.

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

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated as insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, proffered or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be voided and security deposit forfeited for sub-letting it without approval of the Engineer-in-charge or assignment to any other person or agent.

Contractor

Executive Officer  
Education works  
DADU.

confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such design, drawings, and instructions as aforesaid.

Alterations in specification and design not in original contracts.

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

No claim to any payment or compensation for alteration into revision of work.

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

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Time limit for enforcement claims

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

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unbound imperfect or unskilful workmanship or with material of inferior quality or

Deputy Officer  
Executive Engineer  
Education  
D. S. S. O.

extension of time

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

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

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

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work be 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 dirt from all woodwork, 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, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so 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.

Removal of "Bundhis",

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 a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

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Payment on intermediate certificates to be regarded as advance.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the 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 therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance

Executive Engineer  
Education Department

Contractor

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

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of 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 as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

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

1/2 th of the work in 1/2 th of the time  
1/3 th do do 1/3 th do do  
1/4 th do do 1/4 th do do

and abide 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 work to be done.  
Do do of masonry work .. 1/104/108/10 do do.

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

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

Action when whole of security deposit is forfeited.

Executive Engineer  
Education Works Division  
BADE

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

\*This will be the same percentage as that in the tender at (e).

The amount of this percentage not exceeding 10% will be fixed in every case in suit instalments. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment. If the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Contractor

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

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

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

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

Tender for Works

\*In figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at *90% below*

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum *Control Hepatitis Centre*  
*John Road & Path International*

(a) General description

*Rs. 2000000*

(b) Estimated cost

*Rs. 400000*

(c) Earnest money

(d) Security deposit--(including earnest money)

*Rs. 100000*

(e) Percentage, if any, to be deducted from bills (Rupees ) percent.

*600000*

(f) Time allowed for the work from date of written order to commence *Six* .. months.

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

Executive Engineer  
Public Works Department  
Sindh

(1) If the estimated sub-work or item included they should be described in a separate list.

(2) The amount of earnest money to be deposited shall be in accordance with the provisions of paragraph 12 of the conditions of contract.

(3) The deposit to be made shall be in accordance with the provisions of paragraph 12 of the conditions of contract.

(4) This percentage to be deducted from bills to be deposited in accordance with the provisions of paragraph 12 of the conditions of contract.

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