

4

روزاني

ABC CERTIFIED

DAILY SINDH SUJAG KARACHI

سندھ سجاگ

ڪراچي

چيفه ايڊيٽر ناصر داد بلوچ

تعلقي ميونسپل ايڊمنسٽريشن خيرپور

0243-9280335

No: Engg: 92/ of 2011

Khp Dt: 11-10-2011

ٽينڊر نوٽيس

فيصن ڪم لاءِ سٺ پبلڪ پروفڪيورمينٽ ريگوليشن ٿاڻي رولز لاءِ پوس اهل
 ٻولي لڳائيندڙن کان پي. ايس. ايل. فارم تي ٽينڊر ڪهراڻن جا.
 اين سووس تي اير اي ٽنڊر 2011-12

نمبر	اسڪيم جو نالو	ڪم جو قدر	سوڻي قدر 2 سيڪڙو	ٽينڊر في عرصو
1-	پوسي جيلاني تعلقي خيرپور جي مختلف پاڙن ۾ سرقيس ڊيزيٽ ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000
2-	پوسي بخاري تعلقي خيرپور جي مختلف پاڙن ۾ سرقيس ڊيزيٽ ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000
3-	پوسي شاهه لطيف تعلقي خيرپور جي مختلف پاڙن ۾ سرقيس ڊيزيٽ ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000
4-	پوسي لتمان تعلقي خيرپور جي مختلف پاڙن ۾ سرقيس ڊيزيٽ ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000
5-	پوسي پرڙي تعلقي خيرپور جي مختلف پاڙن ۾ سرقيس ڊيزيٽ ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000

- ٽينڊر جا خالي فارم تعلقي آفيسر (اڊ ايڊم ايس) تي اير اي خيرپور جي آفيس مان آفيس جي ڪلاڪن دوران ڪنهن به ڪم واري ڏينهن 28-10-2011 تائين ٽينڊر تي جيڪا هر ڪم سامهون ڄاڻايل آهي جمع ڪرائي حاصل ڪري سگهجن ٿا.
- ٽينڊر 29-10-2011 تي 02:00 وڳي منجهند جو واپس ورتا ويندا. جيڪي 29-10-2011 تي 03:00 وڳي منجهند جو کوليا ويندا. جيڪڏهن هٿ صحيح ڪنڌو فيڊ ڪوآرڊيٽر کان ٻاهر هوندو. ٽينڊر اينڊر ڪم واري ڏينهن تي کوليا ويندا. ٽينڊر ڪينسل/رٽريٽ جي صورت ۾ يا انهن تي جواب نه اچڻ جي صورت ۾ ٽينڊر جي جاري ٿيڻ واري تاريخ هيٺين ريت هوندي.
- الف. جاري 02-11-2011 تي ٿيندا ۽ ساڳئي ڏينهن تي ئي کوليا ويندا
- ب. جاري 05-11-2011 تي ٿيندا ۽ ساڳئي ڏينهن تي ئي کوليا ويندا
- ٻولي لڳائيندڙ جيڪي هيٺيان دستاويز/معلومات فراهم ڪندا. اهي ٽي ٽيڊس پي پي آري رولز 2010 تحت اهل هوندا.
- ڪائونسل امانٽ ۽ لائابيل ڪم جي نوعيت لاءِ باڪسز انجنيرنگ
- پورو نالي، مڪمل پتو، ٽيليفون ۽ فيڪس نمبر اي ميل ۽ آرگنائيزيشنل اسٽرڪچر
- پروجيڪٽ تي ڪم ڪرڻ لاءِ ٽيڪنيڪل اسٽاف جي بايو پيٽا
- گڏيل پنجن سالن دوران مڪمل ڪيل ڪم جا تفصيل آءِ ايس ڪلائنٽ پاران ڪم کان منهن ڄاڻو جو سرٽيفڪيٽ
- موجوده مشنري ۽ ٽي اينڊ پي جي مالڪي جو ڪاغذي ثبوت
- هڪ هيٺ ڪم جي فهرست، اسڪوپ ۽ ايروڪسيميت ڪوسٽ
- ٽينڊر بلٽڪ پاران جاري ڪيل ڪانس اسٽيٽي سرٽيفڪيٽ
- ڪنهن مقدمي ۾ ملوث نه هجڻ بابت قسم ناهو
- مها ڪيل معلومات سچي ۽ درست هجڻ بابت قسم ناهو
- ٻولي لڳائيندڙ گورنمينٽ/اسيمي گورنمينٽ آفونامس بادي پاران بليڪ لسٽ نه هجڻ بابت قسم ناهو
- انڪر ٽيڪس ڊپارٽمينٽ کان رجسٽريشن (اين تي اين) سرٽيفڪيٽ آءِ ايس اين آءِ سي
- ڄاڻايل سوڻي قدر ايڊمنسٽريٽر تي اير اي خيرپور جي نالي تي جمع ڪرائي وڃي
- ٽينڊر بلٽڪ پاران ڪال ٻه ڀاڱن جي صورت ۾، جنهن سان گڏ يو ڊاڪيومينٽس هجڻ گهرجي. بي صورت ۾ اهو غور هيٺ نه آندو ويندو.
- جيڪڏهن فرم/پارٽنر شپ ڊيڊ ۾ آهي، تڏهن مڪمل تفصيل/اهڙيون ۽ ٻاڻو آف اٿارٽي تي برقرار ٿيندڙ ڪم ٿيندو
- پروفڪيورنگ ايجنسي ايس پي پي رولز 2010 سان لڳائيل پرويزن تحت سمورا ٽينڊر قبول ڪرڻ يا رد ڪرڻ جو حق محفوظ رکي ٿي
- ڪامپليٽ اٿارٽي ڪو سبب ڄاڻائڻ کان سواءِ ڪو به ڪم يا سمورا ٽينڊر رد ڪرڻ جو حق محفوظ رکي ٿي.
- ڪم پي ڊيلوڊي ايسسٽنٽس موجب ڪرايا ويندا.

صحيح

ايڊمنسٽريٽر

تعلق ميونسپل ايڊمنسٽريشن

خيرپور

INF/KRY No: 3660/11

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تعلقہ میونسپل ایڈمنسٹریشن خیبرپور
0243-9280335
No: Engg: 92/ of 2011
Knp Dt: 11-10-2011

ٽينڊر نوٽيس

هيٺين ڪمن لاءِ سنڌ پبلڪ پروسڪيورمينٽ ريگيوليٽري اتار تي روزانو 7 بجي آيل برولي لڳائيندڙن کان بي.ايس.ايل فارم تي ٽينڊر گهراجن ٿا.
اين سروس تي اير اي ٽينڊر 12-2011

نمبر	اسڪيم جو نالو	ڪم ٿيل رڪم	سوٽي رڪم 2 سيڪڙو	ٽينڊر تي عرصو
1-	پوسي جيلاني تعلقي خيرپور جي مختلف پاڙن ۾ سرٽيفڪيڊ ڊريٽز ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000
2-	پوسي بخاري تعلقي خيرپور جي مختلف پاڙن ۾ سرٽيفڪيڊ ڊريٽز ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000
3-	پوسي شاھ لطيف تعلقي خيرپور جي مختلف پاڙن ۾ سرٽيفڪيڊ ڊريٽز ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000
4-	پوسي لقمان تعلقي خيرپور جي مختلف پاڙن ۾ سرٽيفڪيڊ ڊريٽز ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000
5-	پوسي پرڳڙي تعلقي خيرپور جي مختلف پاڙن ۾ سرٽيفڪيڊ ڊريٽز ۽ سي سي بلاڪ جي تعمير جو ڪم	30,00,000	60,000	3000

جمعو 14 آڪٽوبر 2011 بمطابق 15 ذوالقعد 1432 هـ، سال 36، شمارو 104، قيمت 4 روپيا

- 1- ٽينڊر جا خالي فارم تعلقہ (فيسر) (ا. اينڊ ايس) تي اير اي خيرپور جي آفيس مان آفيس جي ڪلاڪن دوران ڪنهن به ڪم واري ڏينهن 28-10-2011 تائين ٽينڊر تي جيڪا هر ڪم سامهون ڄاڻايل آهي جمع ڪرائي حاصل ڪري سگهجن ٿا.
- 2- ٽينڊر 29-10-2011 تي 02:00 وڳي منجهند جو واپس ورتا ويندا. جيڪي 29-10-2011 تي 03:00 وڳي منجهند جو کوليا ويندا. جيڪڏهن هيٺ صحيح ڪندڙ هيٺ ڪورائيزر کان ٻاهر هوندي ٽينڊر اينٽڙ ڪم واري ڏينهن تي کوليا ويندا.
- 3- ٽينڊر ڪمپلٽ ڪرڻ جي صورت ۾ يا انهن تي جواب نه اچڻ جي صورت ۾ ٽينڊر جي جاري ٿيڻ ۽ ڪلڻ جي تاريخ هيٺين ريت هوندي.
- 4- الف. جاري 2011-11-02 تي ٿيندا ۽ ساڳئي ڏينهن تي ئي کوليا ويندا
ب. جاري 2011-11-05 تي ٿيندا ۽ ساڳئي ڏينهن تي ئي کوليا ويندا
برولي لڳائيندڙ جيڪي هيٺيان دستاويز/معلومات فراهم ڪندا، اهي ٽي ٽيس پي پي آري روزانو 2010 تحت اهل هوندا.
- 5- ٽينڊرس امانت وٺڻ ۽ لاڳاپيل ڪم جي نوعيت لاءِ پاڪستان انجنيئرنگ ڪائونسل جو رولڊ رجسٽريشن سرٽيفڪيٽ
a. پورو نالي، مڪمل پتو، ٽيليفون ۽ فيڪس نمبرس اي ميل ۽ آرگنائيزيشنل اسٽرڪچر
b. پروجيڪٽ تي ڪم ڪرڻ لاءِ ٽيڪنيڪل اسٽاف جي بايو ڊيٽا
c. گڏيل پنجن سالن دوران مڪمل ڪيل ڪمن جا تفصيل آءِ.ايس. ڪلائنٽ پاران ڪم کان متعلقين هٿ جو سرٽيفڪيٽ
d. موجوده مشينري ۽ ٽي اينڊ پي جي مالڪي جو ڪاغذي ثبوت
e. ڇت هيٺ ڪمن جي فهرست، اسڪوپ ۽ ايئر ڪمپيٽ ڪوسٽ
f. ٽينڊر بئنڪ پاران جاري ڪيل فنانس اسٽيٽي سرٽيفڪيٽ
g. ڪنهن مقدمي ۾ ملوث نه هجڻ بابت قسم نانو
h. مهيا ڪيل معلومات سڄي ۽ درست هجڻ بابت قسم ناملو
i. برولي لڳائيندڙ گورنمينٽ/اسيم گورنمينٽ/آٽونامس باڊي پاران بلڊڪ لسٽ نه هجڻ بابت قسم نانو
j. انڪور ٽيڪس ڊپارٽمينٽ کان رجسٽريشن (اين تي اين) سرٽيفڪيٽ آءِ.ايس. اين آءِ سي
5- ڄاڻايل سوٽي رڪم ايڊمنسٽريٽر تي اير اي خيرپور جي ٽائي تي جمع ڪرائي وڃي
6- شيڊول بئنڪ پاران ڪمال ڊپازٽ جي صورت ۾، جنهن سان گڏ يو ٽي ڊيوڪومينٽس هئڻ گهرجي، بي صورت ۾ اهو ضرور هيٺ نه آندو ويندو.
7- جيڪڏهن فير ابارٽر يا رٽرنس ڏيڻ ۾ آهي، تڏهن مڪمل تفصيل/اهلڪيون ۽ باور آف اتار تي تي پروپرايٽر کان قسم ورتو ويندو
8- پروڪيورنگ ايجنسي ايس پي پي روزانو 2010 سان لاڳاپيل پروپوزل تحت سمورا ٽينڊر قبول ڪرڻ يا رد ڪرڻ جو حق محفوظ رکي ٿي
9- ڪامپليٽ اتار تي ڪم سبب ڄاڻايل ڪانسوا، ڪم هڪ يا سمورا ٽينڊر رد ڪرڻ جو حق محفوظ رکي ٿي.
10- ڪم ۾ ٻي ڊيلوڊي اسپيسيفڪيشن سوجه ڪرايا ويندا.

صحیح
ایڈمنسٽریٽر
تعلقہ میونسپل ایڈمنسٽریشن
خیبرپور
INF/KRY No: 366041

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dy

TALUKA MUNICIPAL ADMINISTRATION KHAIRPUR

Own Source TMA Funds S.# 1

TENDER FORM

Issued to Mr. M. Anwar Fakhri Contractor

Name of work: : CONSTITUTION OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C JILLANI TALUKA KHAIRPUR

Date of Issue 28-10-2011

C.D No: Date, Amount NIP: 678894 dt: 25-10-11 Rs: 60000/-

I hereby tender for the execution for the Taluka Municipal Administration Khairpur, work specified in the schedule "B" enclosed

GENERAL DESCRIPTION

1. Estimated Cost 30,00,000/-
2. Earnest Money 60,000/-
3. S. Deposit 8%
4. Time allowed for completion from the date of commenced. Fixed in the written order _____

[Signature]
ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

(Schedule "A" and "B" Separately)

SCHEDULE

1. Empty drums of bitumen shall be returned to the otherwise the cost empty drums at Rs: _____ Shall be deducted form the bills.
2. It is contractors obligation to arrange for all kind of materials, viz cement, Bajri & bitumen etc whats cover required for the works awarded to him
3. Extension in the period of execution shall not be allowed due to non completion or slow progress of the work on this account.
4. Chhan, or Dal Bajri will not be allowed on any work.
5. Pit sand will not be allowed in concrete item.
6. centering for market construction will be used after its approval by the Taluka Nazim Taluka Municipal Administration-Khairpur.

premium tendered by the contractor
in figure (Words) 85000/-

above /below

[Signature]
Contractor

SCHEDULED: B

NAME OF WORK :- CONSTRUCTION OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C JILLANI TALUKA & DISTRICT KHAIRPUR

Part- I Surface Drains

1	Dismantling cement concrete plain (CSI No. 19 (b) P-11)					
	Qty: 63.89 cft:	@Rs: 1306.80	P%cft	Rs:	835	/-
2	Dismantling & removing road matting (CSI No. 51 P-14)					
	Qty: 290.40 cft:	@Rs: 290.40	P%cft	Rs:	843	/-
3	Excavation in foundation of building bridges soft soil refelling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5ft. in ordinary soil. (CSI No.					
	Qty: 10427.50 cft:	@Rs: 1306.80	P%0cft	Rs:	13,627	/-
4	Cement concrete plain including placing compacting finishing and curing complete including screening and washing stone aggregate without shuttering. (CSI No. 04 P-18)					
	(a) Ratio (1:4:8)					
	Qty: 2548.15 cft:	@Rs: 4319.70	P%cft	Rs:	110,072	/-
	(b) Ratio (1:2:4)					
	Qty: 650.00 cft:	@Rs: 5941.10	P%cft	Rs:	38,617	/-
5	Erection & Removal of centring for RCC or plain C.C of portal wood. (CSI No. 18 P-12).					
	Qty: 700.00 sft:	@Rs: 1405.75	P%cft	Rs:	9,840	/-
6	Pacca brick work in foundation and plinth in cement sand mortar Ratio: 1:6 (CSI No. 4 P-24)					
	Qty: 5336.25 cft:	@Rs: 4150.30	P%cft	Rs:	221,470	/-
7	Construction of standard of open drains lucette block of cement concrete in situ to the design profile i/c cost of mould as per drawing i/c applying floating coat of cement 1/32" inch thick to exposed face finished smooth curing etc complete. (As per detail <u>For type - I drain</u>					
	Qty: 3500.00 rft:	@Rs: 39.15	P-Rft:	Rs:	137,025	/-
	<u>For type - II drain</u>					
	Qty: 435.00 rft:	@Rs: 72.20	P-Rft:	Rs:	31,407	/-
8	RCC works in roof slabs, beams, columns raft lintel & other structural members laid in situ or precast laid in position completed in all respect. (CSI No. 06 P-19).					
	Qty: 158.33 cft:	@Rs: 114.00	P-cft	Rs:	18,050	/-
8	Fabrication of Mild Steel reinforcement for cement concrete i/c cutting bending laying in position making joints & fastening i/c cost of binding wire also i/c removal of rust from bars. (Using					
	Qty: 6.362 cwt:	@Rs: 2772.55	P-Cwt:	Rs:	17,638	/-

9	Providing & Fixing MS Girder Cross for Crossing. (SMI No. 140 P-06)	Qty: 8.929 cwt:	@Rs: 3850.00	P-Cwt:	Rs: 34,375 /-
10	Cement plaster (1:4) upto 20' height 1/2" thick. (CSI No. 11 (b) P-58)	Qty: 8270.20 sft:	@Rs: 572.77	P-%sft	Rs: 47,369 /-
11	Extra for every 50' additional lead or part thereof. (CSI No. 08 (a) P-03)	Qty: 10781.79 cft:	@Rs: 1520.00	P-%0 cft:	Rs: 16,388 /-
12	Providing R.C.C Pipe & collars of Class "A" and fitting in trench i/c cutting fitting & jointing with maxphalt composition & cement mortar (1:1) i/c testing with water to a head of 4.5 meter or 15ft: (PHSI No. 1 P-17)				
	(a) 6" dia:	Qty: 100.000 rft:	@Rs: 78.30	P-rft:	Rs: 7,830 /-
	(b) 9" dia:	Qty: 50.000 rft:	@Rs: 98.80	P-rft:	Rs: 4,940 /-
				TOTAL	Rs: 710,326 /-

Part-III CC Block

1	Earth work in ashes sand soil silt clearance under lead up to 50' ft (CSI No: 2 P-1)	Qty: 3580.00 cft:	@Rs: 665.50	P%0cft	Rs: 2,382 /-
2	Supplying and filling sand under floor and plugging in wells (CSI No: 29 P-31)	Qty: 5000.00 cft:	@Rs: 203.50	P-% cft:	Rs: 10,175 /-
3	Cement concrete brick or stone ballast 1 1/2" gauge Ratio: 1:4:8 (CSI No. 04 (b) P-17)	Qty: 5662.80 cft:	@Rs: 3584.10	P%cft	Rs: 202,960 /-
4	Cement concrete plain including placing compacting finishing and curing complete including screening and washing stone aggregate without shuttering. (CSI No. 04 P-18) Ratio 1:2:4	Qty: 4290.00 cft:	@Rs: 5941.10	P%cft	Rs: 254,873 /-
5	Erection & Removal of centring for RCC or plain C.C. of portal wood. (CSI No. 18 P-12).	Qty: 995.28 sft:	@Rs: 1405.75	P%sft	Rs: 13,991 /-

Extra for every 50' additional lead or part thereof. (CSI No. 08
(a) P-03)

Qty: 3580.0 cft: @Rs: 1520.00 P-%0 cft: Rs: 5,442 /-

Pit Sand from nearest place less 4 miles
Qty: 5000.00 cft @Rs: 649.86 P% cft Rs: 32,493 /-
Total Rs: 522,316

ABSTRACT

Part-I Surface Drains T-I,II Rs 710,326 /-

Part-II CC Block Rs 522,316 /-
Total 1,232,642


CONTRACTOR


TALUKA OFFICER (I&S)
Taluka Municipal Administration
KHAIRPUR

COMPARATIVE STATEMENT

NIT No: 921 Dated 11/10/2011

Date of issue 28/10/2011

Date of opening 29/10/2011

Date of issue & opening 2/11/2011

Date of issue & opening 5/11/2011

Work:- *Constt of Surface Drains and CC Block at various Mohalla's of U/C. Jilani Distt Khairpur*

ad by E.D.O (W&S) Department Khairpur vide No: PB/EDO/W&S/1860 Khp Dated 11-10-2011 Million

Name of Work	Schedule items	Non-Schedule items	Carriage	Difference of Material	G. Total	Awais Enterprise		Mr. Khan Muhammed Solangi		Mr. Aamir Hussain Mangi	
						@	% above	@	% above	@	% above
Surface Drains	710,326		535,624	443,007	1,688,957	-	1,232,642	1,232,642	86.10	1,232,642	86.50
Block	522,316		535,740	253,240	1,311,296	-	1,055,142	1,061,305		1,066,235	
					<i>Total</i>		2,287,784	2,293,947		2,298,877	
					<i>Diff of Mat.</i>		696,248	696,248		696,248	
					<i>N-Sch</i>		***	***		***	
					<i>Total</i>		2,984,031	2,990,195		2,995,125	
					<i>E/Cost</i>		2,760,223	2,760,223		2,760,223	
					<i>Diff</i>		223,808	229,971		234,902	
					<i>Res: above</i>		8.11 %	8.33 %		8.51 %	
TOTAL	1,232,642	-	1,071,363	696,248	3,000,253	-					
				Say	3,000,000						

NOTE:- The percentage rate quoted by **Awais Enterprise** Government Contractor amounting Rs: **1,232,642** Twelve Lac Thirty Two Thousand Six Hundred Forty Two, schedule items being @ **85.60% above** items being @ **8.11% below** the estimated cost totaling Rs **29,84,031/-** having been found lowest in the healthy competition recommended for favour of check/ approval in order.

Taluka Officer (Finance)
Taluka Municipal Administration
KHAIRPUR

Taluka Officer (E&S)
Taluka Municipal Administration
KHAIRPUR

TMO/ ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

work if it is not done in accordance with the required specifications. Also please attend the office of



TALUKA MUNICIPAL ADMINISTRATION KHAIRPUR

0243-9280233-35

No: Engg./ 899 /2011

Khp: Dt: 5-10-2011

To,

AWAIS ENTERPRISE
Government Contractor
Khairpur

Subject: **CONSTITUTION OF SURFACE DRAINS AND C.C BLOCK AT VARIOUS MOHALLA'S OF U/C JILLANI TALUKA & DISTT KHAIRPUR**


Your offer on B-I percentage rate tender for the above subjected work amounting to **Rs: 12,32,642 /-** (Twelve Lac Thirty Thousand Six Hundred Forty Two) Only @ 85.60% above the schedule of rates being @ 8.11% below the estimated cost totaling to **Rs: 29,84,031/-** only having been found lowest in the competition accepted by the undersigned subject to the condition premium not will be allowed on non schedule items.

The payment of difference of prices of cement , steel, and bricks etc will be paid subject to enhance of markets at the date of execution of work at site in terms of special class - 5 of B-I agreement.

You are therefore, directed to please start the work within 07 days from the date of issue of this work order, under the instruction / directions of the Taluka Officer (infra) Taluka Municipal Administration Khairpur and complete the same within stipulated period up to 06 months as provided in the tender. Since the time factor is considered to be essence of contract on your part as such , you are directed to please adhere to it strictly with the programme of the work as laid down under class -2 of the agreement. In case of failure please note that you shall your self render and your self liable to penal action as per terms and conditions of the agreement.

The undersigned and the Taluka Officer (I&S), have right to reject any part of all the work if it is not done in accordance with the required specifications. Also please attend the office of the undersigned to complete the tender documents within one week. Otherwise no payment of First running bill will be released to you.

D.A.As Above.


ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

CC to: -

1. The District Co ordination Officer Khairpur for kind information..
2. The Taluka Officer (I&S) Taluka Municipal Administration Khairpur for information .

Taluka Municipal Administration
KHAIRPUR

Office of C.M.M.: M. Mohan Reddy
P.W.D. 287
Copy of Super...
S... ..

G.Rs. W.P.D., Nos. 7938 of 6-1-35, 56-1 of 6-1-36,
1659, W of 27-9-37, O.C.M.P. and M.Dept. No.
383-P937 of 9-11-37 (P.W.D.) No. S-173, 2-W of
22-2-39, 12-10-44 and 2-5-44, 654-W of 22-2-39,
12-10-44 and 2-244, 65-W 1038/11-1 of 28-3-49,
5647-W2 of 12-12-50

FORM B-I

PUBLIC WORKS DEPARTMENT
CIRCLE
DIVISION

Percentage Rate Tender and Contract
for works

General Rules and Direction for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer, and the detailed of the works to be tendered will be supplied to the prospective tenders on their request.

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

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

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

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

5. The Executive Engineer or his duly 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 amount of the several tenders in a comparative statement in suitable form. In the event of a tender being accepted, the contractors shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer, concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for return of the money.

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

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. No memorandum of work to be tendered for and the schedule of materials to be supplied

[Signature]
CONTRACTOR

[Signature]
ADMINISTRATOR
Taluka Municipal Administration



Completed by the office of an intending tenderer before he commences work.

(b) the full value of which shall be retained by Government on account of the security deposit specified in clause I (B) of the conditions.

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

According to the rules and conditions of the tender.

dated the _____ day of _____ 199__

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

aim enhanced rates for material not intended to be used.

(Witness)
(Address)
(Occupation)

Following authorities mentioned below against the tender.

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

Signature of the officer by whom tender is accepted.

lays
ays
ays
thousand and eighty days

Executive Engineer,
Division (or his duly authorised Assistant).

dated the _____ day of _____ 199__

Conditions of Contract

in-before and hereinafter mentioned memorandum within the rates entered in Schedule in all respects with a view of the tender and materials for the work shall be as provided.

Clause 1. — The persons whose tender may be accepted (hereinafter called the contractor) shall deposit 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 of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contractor depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, the sum so deposited shall not amount to, per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit, 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 sales aforesaid the contractor shall, within ten days thereafter, deposit 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 cast of the depositor, be converted into interest, bearing Government securities provided that the depositor has expressly desired this in writing.

Security deposit.

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

Compensation for delay.

fulfill all the terms and conditions thereof in default thereof.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

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

such as to be absolutely specified in the absence of which the said sum shall be deposited as aforesaid.

Clause 2. — The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with the 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

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

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid clause 38 below as Part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the 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, 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 analysis, then he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration accordance with the procedure laid down in clause—52.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out ctor, 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 drive from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawing, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials, have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for such materials at the rate determined by the Engineer-in-charge provided they are not in excess of requirements and are of approved quality.

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

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall be refunded to the P. What any materials or articles provided by him for the execution of the work are unsound, or of a quality

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

Alteration in Specification and designs not to invalidate Contracts.

No claim to any payment of compensation for alteration into restriction of work

Time limit for unforeseen claims

Action and compensation payable in case of bad work.

neer

shall be lawful with standing tently passed, and reconstruct shall remove the poles at his own expense as specified by the Engineer-in-charge to pay compensation within ten days. The Engineer-in-charge may make such arrangements as he may think fit. Should the rates above may be reduced rates as

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.

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

Measures for permission of fire

When such permit is given, and also in all cases, when destroying cut or dug up trees, brush wood, grass, etc., by fire the contractor shall take necessary 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.

of the contract in-charge and his at all other times rdinate to visit the ers instructions, or orders given to the effect as if the

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 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 12 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.

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

ing to the Engineer- wise placing beyond correct dimensions cement, and shall not sent in writing of the shall be covered up or to consent obtained, ereof no payment or ime was executed.

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.

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

Employment of female labour

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

Work on Fridays

face, injure, or destroy the enclosure or grass by part thereof on any cause whatsoever all make good me to be made good in-charge shall be held on the contractor, or from agents to any public officer or person in the employ of Government in any way relating to his officer 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 the P.W.D. Stores), platemporary work requisite substituted from, and wheract of referred to in the ing or complying with der these conditions he e carriage therefore to a site number of persons nd counting, wering to time of the work or charge at the expense of the contractor under a sufficient portion there d to protect the public cry suit action or other b owing to neglect of the

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 if he becomes insolvent, or commences any proceedings to be adjudicated an insolvent or make any arrangement with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contract and shall whenever called upon by the Engineer-in-charge 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 precautionary or otherwise, shall be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer 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 the P.W.D. Stores), platemporary work requisite substituted from, and wheract of referred to in the ing or complying with der these conditions he e carriage therefore to a site number of persons nd counting, wering to time of the work or charge at the expense of the contractor under a sufficient portion there d to protect the public cry suit action or other b owing to neglect of the

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for Subletting it without approval or for being public officer or if Contractor be comes insolvent.

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

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

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

Changes in 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

Work to be under direction of superintending Engineer

rect

account of water standing in borrow pits or compartments. The rate are inclusive for hard or cracked soil, excavation mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Clause 42.— Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Entering upon or Commencing any portion of work

Clause 43— (1) No contractor shall employ any person who is under the age of 12 years.

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

(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 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 there for any reason this is not practicable, preference shall be given first to Burma and then to other Timbers.

Pakistan Timber to be used.

Clause 45— If any materials, such as stones metal bajri, sand etc., are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferred against Government of this account.

Certificate for Concessionary freight Charges from Railway.

Clause 46.— When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the earthing of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tenders rates are same.

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

Recovery of dues from Contractors as arrears Land Revenue.

Clause 48.— Certified that no member of Legislative Assembly is in partnership with the government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

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

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

Payment of sales tax.

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

Interest or share Government Servant in the work.

Clause 51.— Where than 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 authorising authority for the tender is:—

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days

near

TALUKA MUNICIPAL ADMINISTRATION KHAIRPUR

2

Own Source TMA Funds S.# 2

TENDER FORM

Issued to Mr. Rajendra Kumar Contractor

Name of work: : CONSTITUTION OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C BUKHARI TALUKA KHAIRPUR

Date of Issue 20-10-2011

C.D No: Date, Amount NIP SO: 282491 dt: 28-10-2011, 6000/-

I hereby tender for the execution for the Taluka Municipal Administration Khairpur, work specified in the schedule "B" enclosed

GENERAL DESCRIPTION

1. Estimated Cost 30,00,000/-
2. Earnest Money 60,000/-
3. S. Deposit 8%
4. Time allowed for completion from the date of commenced. Fixed in the written order _____

M. S. H.
ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

(Schedule "A" and "B" Separately)

SCHEDULE

1. Empty drums of bitumen shall be returned to the otherwise the cost empty drums at Rs: _____ Shall be deducted form the bills.
2. It is contractors obligation to arrange for all kind of materials, viz cement, Bajri & bitumen etc whats cover required for the works awarded to him
3. Extension in the period of execution shall not be allowed due to non completion or slow progress of the work on this account.
4. Chhan, or Dal Bajri will not be allowed on any work.
5. Pit sand will not be allowed in concrete item.
6. centering for market construction will be used after its approval by the Taluka Nazim Taluka Municipal Administration Khairpur.

premium tendered by the contractor
in figure (Words) 35000/-

above /below

35000/- given by me and found 3000/-

Rajendra Kumar
Contractor

STATE OF NEW YORK

IN SENATE

JANUARY 10, 1911

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

FOR THE YEAR 1910

ALBANY:

1911

WHELAN & COMPANY, PRINTERS

ALBANY, N. Y.

1911

THE STATE OF NEW YORK

OFFICE OF THE COMMISSIONERS OF THE LAND OFFICE

ALBANY, N. Y.

1911

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1911

One hundred & eighty days

Government

SCI

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

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

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-1 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer.

Contractor

Executive Engineer
Division

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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.

Decision of Superintending Engineer to be final.

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

Store of European or American manufacture to be obtained from Government

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 therefore or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract is shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lumpsums in estimates.

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

Action where no specifications

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

Definition of work

Clause 33.— The expression "works" or "work" where used in these conditions shall, unless there be something in the subject of context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill

Clause 35.— The percentage referred to in the tender shall be deducted from/added to the 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 for stocking materials if should be paid by the contractor, who will, however, be entitled, to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the workmen's Compensation Act.

Clause 37.— The contractor shall be responsible for and shall pay any compensation to the workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act), for injuries caused to the workmen. If such compensation is paid by Government, the principal under sub-section (1) of section 12, of the said Act on behalf of the contractor, it shall be recoverable by Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate

Clause 38.— Quantities shown in the tender are approved 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 menial labour.

Clause 39.— The contractor shall employ any famine, 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 41.— No compensation shall be allowed for any delay in the execution of the work.

account of water soil, excavation shall be entered

Clause 42 written authority work. Failing such work.

Clause 43.

(ii) No contractor. The breeching of

(iii) No contractor employed on the

Any contractor and his name shall

(iv) The Engineer-in-charge found work other Government

Clause 44— is not practicable

Clause 45— by rail, the contractor that the materials however, such a contract, no claim

Clause 46.— accepting authority tyres.

Clause 47.— as arrears of Land

Clause 48.— government work member of Legislative

Clause 49.— with Pakistan Government

Clause 50.— the work.

Clause 51.— authorities the contractor before expiry of the term of the tender

When the contractor

Executing Engineer

Superintending

Chief Engineer

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

precautions, and proceedings to compromising a

Clause 22. without a written

When such wood, grass, etc. to or otherwise

The contractor by him.

Clause 23. labour whether it the spreading of the decision of the to pay the amount from the contract as damages in the sums that may be otherwise.

The contractor may be brought b the spread of his consequence.

Clause 24. barracks should be

Clause 25. in-charge.

Clause 26. Engineer-in-charge, if he becomes insolvent or composition with the contractor shall rescind the contract. Also if an other workmen; and deduct the expenses of (which the certificate of Engineer-in-charge shall behalf. Also if an agents to any public employment c

Works to be open to inspection.

Contractor responsible agent to be present

Notice to be given before work is covered up.

Contractor liable for damage done, also the inspections for three months after certificate

Contractor to supply plant, tools, scaffolding, etc.

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

Clause 18.— All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have given to the contractor, either himself be present to receive orders instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they 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 of his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach 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 or grass land or cultivated ground continuously 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 this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen; and deduct the expenses of (which the certificate of Engineer-in-charge shall behalf. Also if an 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), platform, tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary work requisite proper for the execution of the work, whether in the original, altered, or substituted from, and when included in the specification, or other documents, forming part of the contract of referred to in the conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he entitled to be satisfied, or which he is entitled to require together with the carriage therefore to a from the work. The contractor shall also supply without charge the requisite number of persons and the means and materials necessary for the purpose of setting out works, and counting, weighing, assisting in the measurement or examination at any time and from time to time of the work or sustained. material. Failing this the same may be provided by the Engineer-in-charge at the expense of contractor and the expenses may be deducted from any money due to the contractor under 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 proceedings, that may be brought by any person for injury sustained owing to neglect of the

Clause 27. absolutely at the had been rescind recover or be paid

Clause 28. forthwith notified

Clause 29. and subject to the

percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

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

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

3/4th of the work in 3/4th of the time.

and abide by the programme of detailed progress laid down by the Executive Engineer.

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

Action when whole of security deposit is forfeited.

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

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

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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and given it to another contractor to complete it, in which case the Wh and all cl expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government certificate completion parts of an 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 work has been 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 contract shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performances of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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

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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 been so filled in and completed he shall request the said office to have this done before he comes and delivers his tender.

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

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

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

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

Tender for Work

"in figure as well as in words.

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

Memorandum

a) If several sub-works are included they should be detailed in a separate list.

c) The amount of earnest money to be deposited shall be in accordance with the provisions of para 515 and 516 of the P.W.D. Manual.

d) This deposit shall be in accordance with para 515 and 521 A of the P.W.D. Manual.

e) This percentage of security deposit is taken and vary from 5 percent to 10 percent according to the requirements of the case, where security is not to be taken. See note of Clause 12 conditions of contract.

f) In case of schedule where necessary items are to be completed.

- (a) General description.
- (b) Estimated cost.
- (c) Earnest money Rs.
- (d) Security deposit — (including earnest money) Rs.
- (e) Percentage, if any, to be deducted from bills (Rupees) per cent. Rs.
- (f) Time allowed for the work from date of written order to commence. Months

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

* Amount to be specified in words and figures

Receipt No. _____ dated _____ from Government Treasury or Sub-Treasury at _____ in respect of the sum of Rs. _____

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

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

RECEIVED

SCHEDULED: B

NAME OF WORK :- CONSTRUCTION OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C SHAH LATIF TALUKA & DISTRICT KHAIRPUR

Part- I Surface Drains

1	Dismantling cement concrete plain (CSI No. 19 (b) P-11)						
	Qty: 63.89 cft:	@Rs: 1306.80	P%cft	Rs:	835	/-	
2	Dismantling & removind road matling (CSI No. 51 P-14)						
	Qty: 290.40 cft:	@Rs: 290.40	P%cft	Rs:	843	/-	
3	Excavation in fondation of building brikdges soft soil refelling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5ft: in ordinary soil. (CSI No.						
	Qty: 10427.50 cft:	@Rs: 1306.80	P%0cft	Rs:	13,627	/-	
4	Cement concrete plain including placing compacting finishing and curing complete including screening and washing stone aggregate without shuttering. (CSI No. 04 P-18)						
	(a) Ratio (1:4:8)	@Rs: 4319.70	P%cft	Rs:	110,072	/-	
	(b) Ratio (1:2:4)	@Rs: 5941.10	P%cft	Rs:	38,617	/-	
5	Erection & Removal of centring for RCC or plain C.C of portal wood. (CSI No. 18 P-12).						
	Qty: 700.00 sft:	@Rs: 1405.75	P%cft	Rs:	9,840	/-	
6	Pacca brick work in foundation and plinth in cement sand mortar Ratio: 1:6 (CSI No. 4 © P-24)						
	Qty: 5336.25 cft:	@Rs: 4150.30	P%cft	Rs:	221,470	/-	
7	Construction of standard of open drains lunette block of cement concrete in situ to the design profile i/c cost of mould as per drawing i/c appling floating coat of cement 1/32" inch thick to exposed face finished smooth curino etc complete. (As per detail						
	<u>For type - I drain</u>	@Rs: 39.15	P-Rft:	Rs:	137,025	/-	
	Qty: 3500.00 rft:						
	<u>For type - II drain</u>	@Rs: 72.20	P-Rft:	Rs:	31,407	/-	
	Qty: 435.00 rft:						
8	RCC works in roof slabs, beams, columns raft lintel & other structural members laid in situ or precast laid in position completed in all respect. (CSI No. 06 P-19).						
	Qty: 158.33 cft:	@Rs: 114.00	P-cft	Rs:	18,050	/-	
8	Fabrication of Mild Steel reinforcement for cement concrete i/c cutting bending laying in position making joints & fastening i/c cost of binding wire also i/c removal of rust from bars. (Using						
	Qty: 6.362 cwt:	@Rs: 2772.55	P-Cwt:	Rs:	17,638	/-	

9	Providing & Fixing MS Girder Cross for Crossing. (SMI No. 140 P-06)				
	Qty: 8.929 cwt:	@Rs: 3850.00	P-Cwt:	Rs:	34,375 /-
10	Cement plaster (1:4) upto 20' height 1/2" thick. (CSI No. 11 (b) P-58)				
	Qty: 8270.20 sft:	@Rs: 572.77	P-%sft	Rs:	47,369 /-
11	Extra for every 50' additional lead or part thereof. (CSI No. 08 (a) P-03)				
	Qty: 10781.79 cft:	@Rs: 1520.00	P-%0 cft:	Rs:	16,388 /-
12	Providing R.C.C Pipe & collars of Class "A" and fitting in trench i/c cutting fitting & jointing with maxphalt composition & cement mortar (1:1) i/c testing with water to a head of 4.5 meter or 15ft. (PHSI No. 1 P-17)				
	<u>(a) 6" dia:</u> Qty: 100.000 rft:	@Rs: 78.30	P-rft:	Rs:	7,830 /-
	<u>(b) 9" dia:</u> Qty: 50.000 rft:	@Rs: 98.80	P-rft:	Rs:	4,940 /-
			TOTAL	Rs:	710,326 /-

Part- III CC Block

1	Earth work in ashes sand soil silt clearence under lead up to 50' ft (CSI No: 2 P- 1)				
	Qty: 3580.00 cft:	@Rs: 665.50	P%0cft	Rs:	2,382 /-
2	Supplying and filling sand under floor and plugging in wells (CSI No: 29 P-31)				
	Qty: 5000.00 cft:	@Rs: 203.50	P-% cft:	Rs:	10,175 /-
3	Cement concrete brick or stone ballast 1 1/2" gauge Ratio: 1:4:8 (CSI No. 04 (b) P-17)				
	Qty: 5662.80 cft:	@Rs: 3584.10	P%cft	Rs:	202,960 /-
4	Cement concrete plain including placing compacting finishing and curing complete including screening and washing stone aggregate without shuttering. (CSI No. 04 P-18) Ratio 1:2:4				
	Qty: 4290.00 cft:	@Rs: 5941.10	P%cft	Rs:	254,873 /-
5	Erection & Removal of centring for RCC or plain C.C of portal wood. (CSI No. 18 P-12).				
	Qty: 995.28 sft:	@Rs: 1405.75	P%0sft	Rs:	13,991 /-

6 Extra for every 50' additional lead or part thereof. (CSI No. 08
(a) P-03)

Qty: 3580.0 cft: @Rs: 1520.00 P-%0 cft: Rs: 5,442 /-

7 Pit Sand from nearest place less 4 miles

Qty: 5000.00 cft @Rs: 649.86 P%cft- Rs: 32,493 /-
Total Rs: 522,316

ABSTRACT

Part-I Surface Drains T-I,II Rs 710,326 /-

Part-II CC Block Rs 522,316 /-
Total 1,232,642


CONTRACTOR


TALUKA OFFICER (I&S)
Taluka Municipal Administration
KHAIRPUR



TALUKA MUNICIPAL ADMINISTRATION
0243-9280233-35

No: Engg: / 875 /2011

Khp: Dt: / 5-10 /2011

To,

MR. FAZUL KARIM
Government Contractor
Khairpur

Subject:

**CONST OF SURFACE DRAINS AND CC BLOCK AT VARIOUS
MOHALLA'S OF U/C SHAH LATIF TALUKA & DISTT KHAIRPUR**

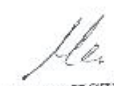
Your offer on B-1 percentage rate tender for the above subjected work amounting to Rs: 12,32,642 /- (Twelve Lac Thirty Two Thousand Six Hundred & Forty Two) Only @ 85.56% above the schedule of rates being @ 8.09% below the estimated cost totaling to Rs: 29,83,538/- only having been found lowest in the competition accepted by the undersigned subject to the condition premium not will be allowed on non schedule items.

The payment of difference of prices of cement, steel, and bricks etc will be paid subject to enhance of markets at the date of execution of work at site in terms of special class - 5 of B-1 agreement.

You are therefore, directed to please start the work within 07 days from the date of issue of this work order, under the instruction / directions of the Taluka Officer (infra) Taluka Municipal Administration Khairpur and complete the same within stipulated period up to 06 months as provided in the tender. Since the time factor is considered to be essence of contract on your part as such, you are directed to please adhere to it strictly with the programme of the work as laid down in order class -2 of the agreement. In case of failure please note that you shall your self render and your self liable to penal action as per terms and conditions of the agreement.

The undersigned and the Taluka Officer (I&S), have right to reject any part of all the work if it is not done in accordance with the required specifications. Also please attend the office of the undersigned to complete the tender documents within one week. Otherwise no payment of First running bill will be released to you.

D.A.As Above


ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

CC to: -

1. The District Co ordination Officer Khairpur for kind information.
2. The Taluka Officer (I&S) Taluka Municipal Administration Khairpur for information.



TALUKA MUNICIPAL ADMINISTRATION KHAIRPUR
0243-9280233-35

No: Engg: / 899 / 2011

Khp: Dt: / 5-10-2011

To,

M/S FAISAL & BROTHERS
Government Contractor
Khairpur

Subject: **CONSTITUTION OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C LUOMAN TALUKA & DISTT KHAIRPUR**

Your offer on B-I percentage rate tender for the above subjected work amounting to **Rs: 12,32,642 /- (Twelve Lac Thirty Two Thousand Six Hundred & Forty Two) Only @ 85.58%** above the schedule of rates being **@ 8.10% below** the estimated cost totaling to **Rs: 29,83,785/-** only having been found lowest in the competition accepted by the undersigned subject to the condition premium not will be allowed on non schedule items.

The payment of difference of prices of cement, steel, and bricks etc will be paid subject to enhance of markets at the date of execution of work at site in terms of special class - 5 of B-I agreement.

You are therefore, directed to please start the work within 07 days from the date of issue of this work order, under the instruction / directions of the Taluka Officer (infra) Taluka Municipal Administration Khairpur and complete the same within stipulated period up to 06 months as provided in the tender. Since the time factor is considered to be essence of contract on your part as such, you are directed to please adhere to it strictly with the programme of the work as laid down under class -2 of the agreement. In case of failure please note that you shall your self render and your self liable to penal action as per terms and conditions of the agreement.

The undersigned and the Taluka Officer (I&S), have right to reject any part of all the work if it is not done in accordance with the required specifications. Also please attend the office of the undersigned to complete the tender documents within one week. Otherwise no payment of First running-bill will be released to you.

D.A.As Above.

Handwritten Signature
ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

CC to: -

1. The District Co ordination Officer Khairpur for kind information..
2. The Taluka Officer (I&S) Taluka Municipal Administration Khairpur for information .

CONTRACTS

ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

FORM B-I

PUBLIC WORKS DEPARTMENT
CIRCLE
DIVISION

G.R. W.P.D., Nos. 7938 of 6-1-35, 56-1 of 6-1-36,
1659, W of 27-9-37, G.C.M.P. and M.Dept. No.
383-P/37 of 5-11-37 (P.W.D.) No. 5-173, 2-W of
22-2-39, 12-10-44 and 2-5-44, 654-W of 22-2-39
12-10-44 and 3-244, 65-W 1038/11-1 of 28-3-49,
5647-W2 of 12-12-50

*Percentage Rate Tender and Contract
for works*

General Rules and Direction for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer, and the detailed of the works to be tendered will be supplied to the prospective tenders on their request.

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

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

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

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

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

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

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. No memorandum of work to be tendered for and the schedule of materials to be supplied

CONTRACTOR

ADMINISTRATOR
Talaska Municipal Administration
KHAIRPUR

by the office of the
tending tender has not
before he completes

or [(b) the full value of which shall be retained by Government on account of the security deposit specified in clause I (B) of the conditions].

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

the rules and custom

Dated the _____ day of _____ 199

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

sanctioned rates for any
or intended to alter

(Witness)

(Address)

(Occupation)

writing authorities, the
below against such

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

Signature of the officer by whom accepted.

Executive Engineer,
Division (or his duly authorised Assistant).

Dated the _____ day of _____ 199

Conditions of Contract

and eighty days

before and hereinafter
entered in Schedule
all respects with the
of the tender and in
als for the work are
shall be as provided in

Clause 1. — The persons 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 Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to, per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit, 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 sales aforesaid the contractor shall, within ten days thereafter, 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 cast of the depositor, be converted into interest, bearing securities provided that the depositor has expressly desired this in writing.

Security deposit.

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

Compensation for delay.

fill all the terms and
and in default thereof of
conditions.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

Note:— A work should be considered as complete for the purpose of refund of security deposit to the 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.

Cancelled

such as to be absolutely
specified in the above
otherwise the said sum of
the deposit as aforesaid

Clause 2. — The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with the due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay a compensation in amount equal to one

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

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

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

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

Select clause time.

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

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

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

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

Final Certificate

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

Work to be open to inspection.

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

Contractor responsible agent to be present

Notice to be given before work is covered up.

Clause 19.— The contractor shall give not less than five days notice in writing to the Engineer-in-Charge of his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach 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.

Contractor liable for damage done and the expenses for those interests after certificate

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

Contractor to supply plant, tools, scaffolding, etc.

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

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

use of any special material and store erected for the purpose of this contract applied with such a purpose of the contract set off made thereon, if the area shall in that work, as shall at all and in perfectly ed to the P.W.D.

provided for such in pursuance of these always be entered had on application such list which shall re up the said work ng the same verified Engineer-in-charge progress of the work at such reduced rates in not accepted as so in completed fully in Rs. 1,000 agreed to amount payable for completion of the work contract, the final bill to the final settlement nor shall it conclude, be performance of the work to be removed or I shall not preclude the amount against the final bill the contractor. All those certificate of such payment proportionate red, the contractor shall certificate of completion not less than seven days before the completion of the contract in removing "Bunhis" from any money due to in which case the amount signed channel section. If the Contractor shall, on a file of channels after the

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.

Decision of Superintending Engineer to be final.

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

Store of European or American manufacture to be obtained from Government

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 therefore or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract is shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Lumpsums in estimates.

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

Action where no specification

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.

Definition of work

Clause 33.— The expression "works" or "work" where used in these conditions shall, unless there be something in the subject of context repugnant to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill

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

Refund of quarry fees and royalties

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

Compensation under the workmen's Compensation Act.

Clause 37.— The contractor shall be responsible for and shall pay any compensation to this workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act), for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section (1) of section 12, of the said Act on behalf of the contractor, it shall be recoverable by Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

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 non-labour.

Clause 39.— The contractor shall employ any famine, 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 41.— No compensation shall be allowed for any delay in the execution of the work on

store, if the Engine shall not be entitled and he shall have aforesaid but rema

Clause 13.— substantial and wo accordance with sp parties, the said spe fully and faithfully by the Engineer-in-charge at such office contractor shall, if of the specification

Clause 14.— to the original spe necessary or advis out the work, in ac writing signed by t ed or addition subject to be limit the same conditor as are specified in extended in the pr certificate of the 7. additional work in class of work shall schedule of rates, of of rates of the Div order to carry out t for such class of w worked out by him his order to carry o advisable provide regard thereto bef such case he shall o by him prior to the ag shall be fixed by Engineer of the cin bring the matter fe

Clause 15.— shall for any reason to be carried out at who shall thereup profit or advantage did not so derive it shall he have any original specificati work as originally before the receipt materials at the r requirements and

Clause 16.— compensation from in writing to the E

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account of water standing in borrow pits or compartments. The rate are inclusive for hard or cracked soil, excavation mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Clause 42.— Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Entering upon or Commencing any portion of work

Clause 43— (1) No contractor shall employ any person who is under the age of 12 years.

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

(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 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 there for any reason this is not practicable, preference shall be given first to Burma and then to other Timbers.

Pakistan Timber to be used.

Clause 45— If any materials, such as stones metal bajri, sand etc., are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government cessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferred against Government of this account.

Certificate for Cessionary freight Charges from Railway.

Clause 46.— When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the earthing of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tender rates are same.

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

Recovery of dues from Contractor as arrears Land Revenue.

Clause 48.— Certified that no member of Legislative Assembly is in partnership with the government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

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

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

Payment of sales tax.

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

Interest or share Government Servant in the work.

Clause 51.— Where than 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

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One hundred & eighty days

Government

SCHEDULE
PUBLIC

Part

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

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

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-1 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer.

Contractor

M. S.
ADMINISTRATOR
Taluka Municipal Engineer
K. R. A. Division

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soil, excavation

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.

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

Measures for prevention of fire

When such permit is given, and also in all cases, when destroying cut or dug up trees, brush wood, grass, etc., by fire the contractor shall take necessary 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.

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 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 12 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.

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

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.

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

Employment of female labour

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

Work on Fridays

Clause 26.— The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commences any proceedings to be adjudicated an insolvent or make any disposition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage precautionary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer 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. If the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for Subletting it without approval or for bribing public officer or if Contractor be comes insolvent.

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

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

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

Changes in the constitution of firm to be Notified

Clause 29.— All works to be executed under the contracts shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time

Work to be under direction of superintending Engineer

they are to be

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

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by such or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid clause 38 below as Part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the 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, 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 by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration accordance with the procedure laid down in clause—52.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out in part, 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 derive from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawing, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials, have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for such materials at the rate determined by the Engineer-in-charge provided they are not in excess of requirements and are of approved quality.

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

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unsatisfactory workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality

Works to be executed in accordance with specification, drawings orders etc

Alteration in Specification and designs not to invalidate Contracts.

No claim to any payment of compensation for alteration into restriction of work

Time limit for unforeseen claims

Action and compensation payable in case of bad work.

Removal of Bundhis

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

Payments on Inter-mediate certificates to be regarded as advances

Clause 8. — No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in Clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring and 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 considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts 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.

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

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

Bills to be submitted monthly

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, 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.

Bills to be on Printed Form

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.

Store supplied by means

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 store 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 for time to time to be need 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 deposit or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of government and shall on no account be removed from the site of the work, as 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 the contract shall be refunded to the P.W.D.

Contract, it shall be lawful and then not with standing removed and reconstructed, shall remove the materials articles at his own risk, to be specified by the bill to be payable component not exceeding ten days, the materials or articles the contractor. Should the as described above may be at such reduced rates as in pursuance of the contract engineer-in-charge and his bills, and at all other times his subordinate to visit the give orders instructive in, or pose. Orders given to the force an effect as if they had in writing to the Engineer- otherwise placing beyond and correct dimensions measurement, and shall not ne consent in writing of the work shall be covered up or n given to consent obtained, will there no payment, or the same was executed. risk, deface, injury, or destroy or any part thereof is being ss: from any cause whatever the grant of a certificate of or shall make good the same by Engineer-in-charge shall be ne to the contractor, or from material (except such special on the P.W.D. Stores), plan, temporary work requisite or substituted from, and whether contract of reference to in these fixing or complying with the under these conditions he is the carriage therefore to and able number of persons with and counting, weighing and ne to time of the work or the charge at the expense of the to the contractor under the of a sufficient portion thereof. to protect the public from every suit, action or other legal owing to neglect of the above

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:

$\frac{1}{4}$ th of the work in $\frac{1}{4}$ th of the time.

$\frac{1}{2}$ of the work in $\frac{1}{2}$ of the time.

$\frac{3}{4}$ th of the work in $\frac{3}{4}$ th of the time.

and abide by the programme of detailed progress laid down by the Executive Engineer.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; provide 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.

Action when whole of security deposit is forfeited.

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

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

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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and given it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contract or otherwise or from his security deposit 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 to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performances of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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

Clause 5.— In any case where the Executive Engineer by the clause 3 has been exercised, the conditions hereof and such future case of default by the contractor shall be declared liable to pay compensation of the Executive Engineer if he so desires, take possession of the works, or the site thereof to be used for the execution of the contract at the contract rates, to be certified by the alternative the Executive Engineer or his clerk of the works plant, materials, or stores in the event of the contractor, may remove on account of the contractor as to the expenses of and such sale shall

Clause 6.— If the contractor on the ground of which he was hindered in any case before the Executive Engineer in his opinion there as he thinks necessary shall be final.

Provided that of any act or omission of the Executive Engineer, may at the time for completion

Where time for completion of aggregate of all

When time and clauses

Clause 7.— certificate by the Executive Engineer at completion, by parts of any work which has been executed upon which the work has been the work, no the measure of the Executive Engineer's contract, removal or date fixed for contractor, as he thinks amount of surplus m

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

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

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

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

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

Tender for Work

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

Memorandum

* in figures as well as in words.

a) If several sub-works are included they should be detailed in a separate list.

c) The amount of earnest money to be deposited shall be in accordance with the provisions of para 515 and 516 of the P.W.D. Manual.

d) This deposit as all be in accordance with para 515 and 521 A of the P.W.D. Manual.

e) This percentage of security deposit is taken shall vary from 5 percent to 10 percent according to the requirements of the case, where security is not taken. See note of Clause 12 of the conditions of contract.

f) Schedule where necessary showing items to be completed.

(a) General description.

(b) Estimated cost.

(c) Earnest money.

(d) Security deposit (including earnest money)

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

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

..... Rs.

..... Rs.

..... Rs.

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

* Amount to be specified in words and figures

Receipt No. Sub-Treasury at

dated from Government Treasury or in respect of the sum of Rs.

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

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

or [(b) the full value of specified in clause I (B)

Dated the

(Witness)

(Address)

(Occupation)

The above tender

Executive Engineer, Division (or his duly a

Dated the

Clause 1. — The (A) within one day for upto Rs., 2,000 and so by him of the notification Government security sum sufficient with the full security deposit of payment to him for work deposited by him) an Government by way depositing a Lumpsum if the sum so deposited work, it shall be lawful done under the contract sum from every such by the contractor to C the sale of a sufficient sums which is due or security deposit, or for due to the contractor reason of any such deduction in cash or with (been deducted from, referred to, when paid securities provided to

If the amount above is not paid then taken against the cost

The security deposit shall be refunded to completed.

Note:— A work should contractor from the if such check is necessary

Clause 2. — The observed by the contractor is given to the contractor proceeded with, with the part of the contract

NOTA STAMPA

NOTA STAMPA

5

TALUKA MUNICIPAL ADMINISTRATION KHAIRPUR

Own Source TMA Funds S.# 5

TENDER FORM

Issued to Mr. M/S M/S Chaman Bajri & Sons Contractor

Name of work: : CONSTT OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C BIURGARI TALUKA KHAIRPUR

Date of Issue 28-10-2011

C.D No: Date, Amount URV No: 2489440 - dt: 28-10-11 - Rs. 60000/-

I hereby tender for the execution for the Taluka Municipal Administration Khairpur, work specified in the schedule "B" enclosed

GENERAL DESCRIPTION

1. Estimated Cost 30,00,000/-
2. Earnest Money 60,000/-
3. S. Deposit 8%
4. Time allowed for completion form the date of commenced. Fixed in the written order _____


ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

(Schedule "A" and "B" Separately)

SCHEDULE

1. Empty drums of bitumen shall be returned to the otherwise the cost empty drums at Rs: _____ Shall be deducted form the bills.
2. It is contractors obligation to arrange for all kind of materials, viz cement, Bajri & bitumen etc whats cover required for the works awarded to him
3. Extension in the period of execution shall not be allowed due to non completion or slow progress of the work on this account.
4. Chhan, or Dal Bajri will not be allowed on any work.
5. Pit sand will not be allowed in concrete item.
6. centering for market construction will be used after its approval by the Taluka Nazim Taluka Municipal Administration Khairpur.

premium tendered by the contractor in figure (Words) Rs. 50,000/- Above above/below.


Contractor

open by me and found ok local

ME

SCHEDULED: B

NAME OF WORK :- CONSTRUCTION OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C BHURGARI TALUKA & DISTRICT KHAIRPUR

Part- I Surface Drains

1	Dismantling cement concrete plain (CSI No. 19 (b) P-11)				
	Qty: 63.89 cft:	@Rs: 1306.80	P%cft	Rs:	835 /-
2	Dismantling & removind road matling (CSI No. 51 P-14)				
	Qty: 290.40 cft:	@Rs: 290.40	P%cft	Rs:	843 /-
3	Excavation in forndation of building brikdges soft soil refelling around the structure with excavated earth watering ramming lead upto one chain and lift upto 5ft: in ordinary soil. (CSI No.				
	Qty: 10427.50 cft:	@Rs: 1306.80	P%0cft	Rs:	13,627 /-
4	Cement concrete plain including placing compacting finishing and curing complete including screening and washing stone aggrezate without shuttering. (CSI No. 04 P-18)				
	(a) Ratio (1:4:8)				
	Qty: 2548.15 cft:	@Rs: 4319.70	P%cft	Rs:	110,072 /-
	(b) Ratio (1:2:4)				
	Qty: 650.00 cft:	@Rs: 5941.10	P%cft	Rs:	38,617 /-
5	Errction & Removal of centring for RCC or plain C.C of portal wood. (CSI No. 18 P-12).				
	Qty: 700.00 sft:	@Rs: 1405.75	P%cft	Rs:	9,840 /-
6	Pacca brick work in foundation and plinth in cement sand mortar Ratio: 1:6 (CSI No: 4 © P-24)				
	Qty: 5336.25 cft:	@Rs: 4150.30	P%cft	Rs:	221,470 /-
7	Construction of standard of open drains lunette block of cement concrete in situ to the design profile i/c cost of mould as per drawing i/c appling floating coat of cement 1/32" inch thick to exposed face finished smooth curing etc complete. (As per detail				
	<u>For type - I drain</u>				
	Qty: 3500.00 rft:	@Rs: 39.15	P-Rft:	Rs:	137,025 /-
	<u>For type - II drain</u>				
	Qty: 435.00 rft:	@Rs: 72.20	P-Rft:	Rs:	31,407 /-
8	RCC works in roof slabs, beams, columns raft lintel & other structural members laid in situ or precast laid in position completed in all respect. (CSI No. 06 P-19).				
	Qty: 158.33 cft:	@Rs: 114.00	P-cft	Rs:	18,050 /-
8	Fabrication of Mild Steel reinforcement for cement concrete i/c cutting bending laying in position making joints & fastening i/c cost of binding wire also i/c removal of rust from bars. (Using				
	Qty: 6.362 cwt:	@Rs: 2772.55	P-Cwt:	Rs:	17,638 /-

a	Providing & Fixing MS Girder Cross for Crossing. (SMI No. 140 P-06)				
	Qty: 8.929 cwt:	@Rs: 3850.00	P-Cwt:	Rs:	34,375 /-
0	Cement plaster (1:4) upto 20' height 1/2" thick. (CSI No. 11 (b) P-58)				
	Qty: 8270.20 sft:	@Rs: 572.77	P-%sft	Rs:	47,369 /-
11	Extra for every 50' additional lead or part thereof. (CSI No. 08 (a) P-03)				
	Qty: 10781.79 cft:	@Rs: 1520.00	P-%0 cft:	Rs:	16,388 /-
12	Providing R.C.C Pipe & collars of Class "A" and fitting in trench i/c cutting fitting & jointing with maxphalt composition & cement mortar (1:1) i/c testing with water to a head of 4.5 meter or 15ft: (PHSI No. 1 P-17)				
	(a) 6" dia:	@Rs: 78.30	P-rft:	Rs:	7,830 /-
	Qty: 100.000 rft:				
	(b) 9" dia:	@Rs: 98.80	P-rft:	Rs:	4,940 /-
	Qty: 50.000 rft:				
			TOTAL	Rs:	710,326 /-

Part- III CC Block

1	Earth work in ashes sand soil silt clearence under lead up to 50' ft (CSI No: 2 P- 1)				
	Qty: 3580.00 cft:	@Rs: 665.50	P%0cft	Rs:	2,382 /-
2	Supplying and filling sand under floor and plugging in wells (CSI No: 29 P-31)				
	Qty: 5000.00 cft:	@Rs: 203.50	P-% cft:	Rs:	10,175 /-
3	Cement concrete brick or stone ballast 1 1/2" gauge Ratio: 1:4:8 (CSI No. 04 (b) P-17)				
	Qty: 5662.80 cft:	@Rs: 3584.10	P%cft	Rs:	202,960 /-
4	Cement concrete plain including placing compacting finishing and curing complete including screening and washing stone aggregate without shuttering. (CSI No. 04 P-18) Ratio 1:2:4				
	Qty: 4290.00 cft:	@Rs: 5941.10	P%cft	Rs:	254,873 /-
5	Erection & Removal of centring for RCC or plain C.C of portal wood. (CSI No. 18 P-12).				
	Qty: 995.28 sft:	@Rs: 1405.75	P% sft	Rs:	13,991 /-

Extra for every 50' additional lead or part thereof. (CSI No. 08
(a) P-03)

Qty: 3580.0 cft:	@Rs: 1520.00	P-%0 cft:	Rs: 5,442 /-
Pit Sand from nearest place i.e. 4 miles	@Rs: 649.86	P% cft	Rs: 32,493 /-
Qty: 5000.00 cft		Total	Rs: 522,316

ABSTRACT

Part - I	Surface Drains T-I,II	Rs 710,326 /-
Part - II	CC Block	Rs 522,316 /-
	Total	1,232,642


CONTRACTOR


TALUKA OFFICER (I&S)
Taluka Municipal Administration
KHAIRPUR



TALUKA MUNICIPAL ADMINISTRATION KHAIRPUR

0243-9280233-35

No: Engg./ 296 /2011

Khp: Dt: 5.10 /2011

To,

NEW GHULAM MUJTABA SHAIKH
Government Contractor
Khairpur

Subject: **CONST OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C BHURGARI TALUKA & DISTT KHAIRPUR**

Your offer on B-I percentage rate tender for the above subjected work amounting to **Rs: 12,32,642 /- (Twelve Lac Thirty Two Thousand Six Hundred Forty Two) Only @ 85.50%** above the schedule of rates being **@ 8.06% below** the estimated cost totaling to **Rs: 29,82,799/--** only having been found lowest in the competition accepted by the undersigned subject to the condition premium not will be allowed on non schedule items.

The payment of difference of prices of cement , steel, and bricks etc will be paid subject to enhance of markets at the date of execution of work at site in terms of special class - 5 of B-I agreement.

You are therefore, directed to please start the work within 07 days from the date of issue of this work order, under the instruction / directions of the Taluka Officer (infra) Taluka Municipal Administration Khairpur and complete the same within stipulated period up to 06 months as provided in the tender. Since the time factor is considered to be essence of contract on your part as such , you are directed to please adhere to it strictly with the programme of the work as laid down under class -2 of the agreement. In case of failure please note that you shall your self render and your self liable to penal action as per terms and conditions of the agreement.

The undersigned and the Taluka Officer (I&S), have right to reject any part of all the work if it is not done in accordance with the required specifications. Also please attend the office of the undersigned to complete the tender documents within one week. Otherwise no payment of First running bill will be released to you.

D.A.As Above.

M.
cc ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

CC to: -

1. The District Co ordination Officer Khairpur for kind information..
2. The Taluka Officer (I&S) Taluka Municipal Administration Khairpur for information .

Handwritten notes:
N. No. of Govt. P.W.D. 1073 dated 1/10/50
N. No. of Govt. P.W.D. 1073 dated 1/10/50
P.W.D. 287

G.Rs. W.P.D., Nos. 7938 of 6-4-35, 56-1 of 6-1-36,
1659, W of 27-9-37, G.C.M.P. and M. Dept. No.
383-P/37 of 9-11-37 (P.W.D.) No. 8-173, 2-W of
22-2-39 12-10-44 and 2-5-44, 654-W of 22-2-39
12-10-44 and 2-244, 65-W 1038/11-1 of 28-3-49,
5647-W2 of 12-12-50

FORM B-I

PUBLIC WORKS DEPARTMENT
CIRCLE
DIVISION

Percentage Rate Tender and Contract
for works

General Rules and Direction for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer, and the detailed of the works to be tendered will be supplied to the prospective tenders on their request.

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

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

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

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

5. The Executive Engineer or his duly 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 amount of the several tenders in a comparative statement in suitable form. In the event of a tender being accepted, the contractors shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer, concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for return of the money.

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

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. No memorandum of work to be tendered for and the schedule of materials to be supplied

Handwritten signature
CONTRACTOR

Handwritten signature
ADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

and completed by the office (b) the full value of which shall be retained by Government on account of the security deposit
sued to an intending tender [specified in clause I (B) of the conditions].
ave this done before he comj

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

led the day of 199

According to the rules and customs. (Witness)

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

to claim enhanced rates for (Address)

ification not intended to (Occupation)

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

Signature of the officer by witness accepted.

the following authorities, Executive Engineer,
mentioned below against Division (or his duly authorised Assistant).

days
ays
ays
dated the day of 199

Conditions of Contract

thred and eighty days

Clause 1. — The persons 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 of him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a lumpsum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to, per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make by the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit, 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 sales aforesaid the contractor shall, within ten days thereafter, be paid 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.

Security deposit.

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

Compensation for delay.

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.

terms and thereof to

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

Clause 2. — The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with the due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay a compensation an amount equal to one

totally above sum of resaid

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contractor shall security deposit it of the work ive Engineer, ies, as he may

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as shall be ich case any the original ess expenses e borne and Government thereof, or a

e contractor g purchased count of, or the contract or to be paid ad until the he amount ied.

Executive ce with the he contract s sustained

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 authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

Power to take possession of or require removal of or sale contractors' plant

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

Selection time.

shall

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

will

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

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

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

Final Certificate

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had on application l always be entered pursuance of these er provided for such

e use of any special is required that the ch material and store is practicable for the effect of this contract e supplied with such r the purposes of the plied sh out off s of sale thereof, if the n thereof shall in that remain the absolute e work, as shall at all used and in perfectly efunded 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 matter in strict accordance with specification, 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 confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relation to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such, drawings, and instructions as aforesaid.

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid clause 38 below as Part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the 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, 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 by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration accordance with the procedure laid down in clause—52.

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

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

Clause 17.— If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality

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

Alteration in Specification and designs not to invalidate Contracts.

No claim to any payment of compensation for alteration into restriction of work

Time limit for unforeseen claims

Action and compensation payable in case of bad work.

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lawful 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.

Clause 22.— The contractor shall not set fire to any standing jungle, trees brush-wood or grass without a written permit from 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 or otherwise damaging surrounding property.

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

Clause 23.— Compensation for all damage done intentionally or unintentionally by contractor's 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 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 12 or deducted by the Engineer-in-charge from any amount 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.

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

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

Clause 26.— The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contractor's works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce them for inspection by him or by any officer, appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage precautionary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer 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. If the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Measures for prevention of fire

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

Employment of female labour

Work on Fridays

Work not to be sublet.

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

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

Work to be under direction of superintending Engineer

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they are to be account of water standing in borrow pits or compartments. The rate are inclusive for hard or cracked soil, excavation mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

to the powers of Superintendent in all parties to drawings, and also used on the day arising out of orders or these have the same intent thereof.

Clause 42.— Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Entering upon or Commencing any portion of work

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

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

(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 Government for any delay caused in the completion of the work by such removal.

and articles of thereof or in has obtained elsewhere. The in-charge will "A" attached in at cost price ther expenses res afor said

in respect of work involved or such items, be capable of entered in the usive against of this clause.

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

Pakistani Timber to be used.

Clause 45— If any materials, such as stones metal bajri, sand etc., are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government cessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferred against Government of this account.

Certificate for Concessary freight Charges from Railway.

ification as is pecification, all be carried or-in-charge.

Clause 46.— When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the earthing of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tender rates are same.

shall, unless cted to mean temporary or

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

Recovery of dues from Contractors as arrears Land Revenue.

to the gross

Clause 48.— Certified that no member of Legislative Assembly is in partnership with no that government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

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

materials if any, of the charges urge that the

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

Payment of sales tax.

ation to this after called vernment as r, it shall be ction. Such

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

Interest or share Government Servant in the work.

Clause 51.— Where than 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 contracting authority for the tender is:—

entertained or estimate. a particular the work on

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days

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