

0243-9280335

No: Engg: 02/ of 2011 Khip Dt: 11-10-2011

ئعير	اسكيم جو نالو	كثيل رقع	سوشي رتمر 2 سيڪڙو	تيننبرفي	غرصو
-1	يوسي جيلائي علتي خيربورجي مختلف باڙن ۾ سوليس درينز ۽ سي سي بلاڪجي تعميرجو ڪر	30.00.000	60.000	3000	06 مهيئا
,2	يوسي بخاري تعلقي خيرور جي مختلف پاڙن ۾ سرفيس ڊرينز ۽ سي سي بلاڪ جي تعمير جو ڪر	30.00.000	60.000	3000	<u>مائيو</u>
-(3	يوسي شاھ لطيف تعلقي خيرپورجي مختلف پاڙڻ پر سرفيس ڊريئز ۽ سي سي بلاڪجي تعميرجوڪر	30-00-000	60.000	3000	ساكبو
-4	يوسي لقمان تعلقي خبريور جي مختلف ڀاڙن ۾ سرفيس درينز ۽ سي سي بلاڪ جي تعمير جوڪر	30.00.000	60.000	3000	ساڳيو
-5	پوسي ڀرڳڙي تعلقي خبريور جي مختلف پاڙن ۾ سرفيس ڊرينز ۽ سي سي بلاڪ جي صعير جو ڪو	30.00.000	60,000	3000	سائير

آسٽرڪجر ٥. پروجيڪٽ تي ڪر ڪرڻ لاءِ تيڪنيڪل استان جي بايو ويتا

٥٠ بروجيڪٽ تي ڪر ڪري لاءِ تيڪئيڪل استاف جي باير ويتا آه، گذريل بنجن سالن درران مڪسل ڪيل ڪمن جا تفصيل آء اُسي ڪلائنت پاران ڪر کان دهلشن هئي جو سرتينڪيٽ ٥٠ موجود مشينري ۽ تي ايندي جي مالڪي جو ڪافقري ثبرت ٥٠ شياري مٺاڪ ڳاران جاري ڪيل تنائس استيبلتي سرٿيفڪيٽ ٢٠ ڪين مقدمي ۾ ملون تر هجن بابت تسير تمامي آءَ مهيا ڪيل معلومات سجي ۽ درست شخع بابت قسر تاملي (اَجهيا ڪيل معلومات سجي ۽ درست شخع بابت قسر تاملي اوران بليڪ اسٽ لا خگاه است د تامي بادي پاران بليڪ اسٽ لا خگاه است د تامي سات قسد تامي بادي پاران بليڪ اسٽ لا خگاه بات قسد تامي سات قسد تاميات تاميات

اين آم سي رقع ايدمستريشر تي ايم اي خيريورجي نالي تي جمع كرائي وجي جائداً سوئي رقع ايدمستريشر تي ايم اي خيريورجي نالي تي جمع كرائي وجي شيدول بشخه باران اشال وبارت جي صورت مر جنين سان آند بو واكريستنس ها، جيڪاهن قوم آبارتر بارترشب ديد بر آهي. ديو، مڪمل تفسيل /هدائينون ۽ بار اف الدائري تي بروبرائيٽر کان قسم روئويند آف الناري تي بروبرائيٽر کان قسم روئويند پروڪيورنگ ايجنسي ايس بي برائر 2010 سان لاڳاييل پروپزئز تحت سمروا ئيند خواجي بار في او دڪرڻ جو حق محفوظ رکي تي حقيمتند اثارتي ڪو سبب جائائن کانسواء کو هڪ يا سمورا تيندر رو ڪرڻ جي محفوظ رکي ئي. ڪر يي ڊبليو دي اسيسيقڪيشن موجب ڪرايا ويندا.

صحيح تعلقه ميونسيل ايدمنستريث

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<u>ڵڿڵۺڔ؈ڡ؈ٷڿڿڿڮۮٷڗڝ؈ؠٮۺڮڮٳ</u> روزاني ABC رناصردادبلوج

جمعو 14 أكتوبر 2011, بمطابق 15 ذوالقعد 1432 هـ. سال 36. شمارو 104. قيمت 4 ريا A ROOK OF ROOM OF STATE OF

تعلقي ميونس 0243-9280335

No: Engg: 92/ of 2011 Khp Dt: 11-10-2011

هيئين ڪس لاءِ سنڌ پيلڪ يروڪيورسنٽ ريگيرليتري اثارتي رواز اِ يوڻي لڳائيندڙن کان مي\_ اُ امي\_ اا قارمز تي تيندر گهرائجن ٿا. ارڻ سورس تي ايم اي مندز 12-2011

ئمبر	اسكيم جو تاتو	ڪئيل رقر	سوڻي رقار 2 سيڪڙو	ئينڊرلي	عرصو
-1	يوسي جبلائي تعلقي خيرپور جي مختلف ڀاڙن ۾ سرفيس ڊريئز ۽ سي سي بلاڪجي تعمير جو ڪر	30.00.000	60.000	3000	06 مهيتا
-2	يوسي يخاري ثعلقي خبرور جي مختلف ڀاڙن ۾ سرفيس ڊريٽز ۽ سي سي بلاڪ جي تعمير جو ڪر	30.00.000	60-000	3000	ساڳيو
13	يوسي شاھ لطيف تعالمي خيربورجي مختلف پاڙن پر سوفيض ڊرينز ۽ سي سي بلاڪجي تعميرجوڪو	30,00,000	60.000	3000	سائيو
.4	يوسي لثمان تعلقي خبرپور جي مختلف ڀاڙن ۾ سرفيس ڊرينڙ ۽ سي سي بلاڪ جي تعمير جو ڪر	30.00.000	60.000	3000	ساڳيو
.:	بوسي پرڳڙي تعلقي خيريور جي مختلف ڀاڙن ۾ سرفيس ڊريٽز ۽ سي سي بلاڪ جي تعمير جو ڪم	30.00.000	60.000	3000	ساڳيو

استركچر

استركير 5. پرويخيت تي كر كرن لاه پكتيكل استاف چي باير ديشا ك. گذريل پنجن مالن درران مكسل كيل كمن جا تفصيل آه اسي كلاتت پاران كر كان مقستين و تي ايند بي جي مالكي چو كاغذي ثبوت 8. موجوه مشيني و تي ايند بي جي مالكي چو كاغذي ثبوت 6. موجوه مشيني و تي ايند بي جي مالكي چو كاغذي ثبوت تو. شيريل بلت بايان جاري كيل نشانس استياستي سرتيفكيت دا. كنهن مقدمي پر ملوث ته جيح بابت تسير نامل دا. مهيا كيل معلومات سجي و رست مثح بابت تسير نامل دا. بولي لاگائيند گرزمينت اسيمي گورنميت اراتوناس بادي پاران بليك لست ته

k. أَيْكُمْ ثَيْكُس دَبَارِثمينت كان رجستريشن (اين ثي اين) سرئيقطيت آء /س

ہ۔ اپن او سی جاٹایل سرتی رقم ابدہ متستریتر تی ایم ای خیرپور جی نالی تی جمع ڪراڻی وڃی جاٹایل سرتی رقم ابدہ متابت ح. صورت ہی، جنھن سان گذید واکے مینٹس ھا

جا ثابل سرقي رقم البه منستريشر تي ابر اي خيريور جي تالي تي جمع هر شهور شهيد شهيد بينون بني المجازت بي جنها من الا ديد واحد گهرچي، بي صورت بر اطوطروست آند ريتدن بي حكمل تقصيل آد آدو يتدن مكمل تقصيل آد آثار في در بين مكمل تقصيل آد آثار في در در ويند و بين مردورونك ايجنسي ايس بي رواز 2010 سان لا آبابيل پرويزاز تحد قبل كري في حكن هر حق محدود كري في
 و. كاميشت اثارتي كو سبب جاثان كانسوا، كر هك يا سمورا تيند عن محفوظ ركي في
 و. خي مجدود كي اسپيسيفكيشن سوحه كرايا ويندا.

صحب تعلقه ميونسيل ايدمن

خيريوو

# TALUKA MUNICIPAL ADMINISTRATION KAHIRPUR

Own Source TMA Funds S.# 1

	TENDER FORM
	Issued to Mr. Al- Arais Ensignism' Contractor
	Name of work: CONSTT OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF U/C JILLANI TALUKA KHAIRPUR
	Date of Issue 20-10-2011
	CD No. Date Amount NBD-1x: 678894 dol' 25-10-11 - 15: 600001.
	C.D No: Date, Amount N/2)-1x: 67 8894 del. 25-10-11: 6. buccaj.
	I harphy 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/- ADMINISTRATOR Toluka Municipal Administration
	AVIATORIR
	2. Earnest Money 60,000/-
	3. S. Deposit 8%
	<ol> <li>Time allowed for completion form the date of commenced. Fixed in the written</li> </ol>
	order
	(Schedule "A" and "B" Separately)
	SCHEDULE (Schedule A and B Separate)
	Empty drums of bitumen shall be returned to the otherwise the cost empty drums at
	Rs: Shall be deducted form the bills.
	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.	Pit sand will not be allowed in concrete term.  centering for market construction will be used after its approval by the Taluka Nazim  Taluka Municipal Administration Khairpur.
	above Actow
	premium tendered by the contractor above /below in figure (Words 8500) open sy me found 1st facel
	110
	Ymp
	Contractor

## 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)	5 7		
		Qty: 63.89 eft:	@Rs: 1306.80	P%cft	Rs:	835 /-
	2	Dismantling & removind roa	d matling (CSI No. 51 P-14)			
	ř	Qty: 290.40 cft:	@Rs: 290.40	P%cft	Rs:	843 /-
	3	around the structure with	building brikdges soft soil ref excavated carth watering ran upto 5ft: in ordinary soil. (CSI	nming		
		Qty: 10427.50 eft:	@Rs: 1306.80	P%0cft	Rs:	13,627 /-
si,	4	Cement concrete plain incl- and curing complete inclu aggregate without shuttering (a) Ratio (1:4:8)	uding placing compacting fin ding screening and washing L (CSI No. 04 P-18)	stone		
		Qty: 2548.15 cft:	@Rs: 4319.70	P%cft	Rs:	110,072 /-
		(b) Ratio (1:2:4)		6.6		
		Qty: 650.00 cft:	@Rs: 5941.10	P%cft	Rs:	38,617 /-
14	5	Errection & Removal of cer	atring for RCC or plain C.C of	f portal		
		wood. (CSI No. 18 P-	12).		. 10	
		Qty: 700.00 sft:	@Rs: 1405.75	P%cft	Rs:	9,840 /-
3	6	Pacca brick work in four mortar Ratio: 1:6 (CSI No.	ndation and plinth in cemer			
		Qty: 5336.25 cft:	@Rs: 4150.30	P%cft	Rs:	221,470 /-
	7	concrete in situ to the des drawing i/c appling floating	f open drains lunctte block of sign profile i/c cost of mould ag coat of cement 1/32" inch oth curing etc complete. (As no	l as per thick to		
		Qty: 3500.00 rft:	@Rs: 39.15	P-Rft:	Rs:	137,025 /-
		For type - II drain Qty: 435.00 rft:	@Rs: 72.20	P-Rft:	Rs:	31,407 /-
	8	RCC works in roof slabs structural members laid completed in all respect. (C	, beams, columns raft lintel in situ or precost laid in CSI No. 06 P-19).	& other position	G F	
		Qty: 158.33 cft:	@Rs: 114.00	P-cft	Rs:	18,050 /-
	8	cutting bending laying in	reinforcement for cement con position making joints & fast /c removal of rust from bars. (	ening i/c		
		Qty: 6.362 cwt:	@Rs: 2772.55	P-Cwt:	Rs:	17,638 /-

#							
3	Prov (SM)	iding & Fixing No. 140 P-06)	MS Girder	Cross for C	rossing.		
	Qty:	8.929 cwt:	<i>ര</i> ൂ മ	s: 3850.00	1000 to		
					P-Cwt:	Rs:	34,375 /-
10	Ceme P-58	ent plaster (1:4) up	to 20' height 1/2" t	hick. (CSI No.	11 (b)		
	Qty:	8270.20 sft:	5, 890	: 572.77	P%sft	Rs:	47,369 /-
11	Extra (CSI)	for every 50' No. 08 (a) P-03)	additional lead	f or part th	nereoff.		
	Qty:	10781.79 cft;	@Rs	: 1520.00	P-%0 cft:	Rs:	16,388 /-
12	trenen	ding R.C.C Pipe of i/c cutting fitting	& jointing with 1	maxphaltecomp	osition		201000
	or cen	or 15ft: (PHSI No.	i/c testing with w	ater to a head	of 4.5		
	Qty:	100.000 rft:	@Rs:	78.30	P-rft:	Rs:	7,830 /-
	(b) 9°						
	Qty:	50.000 rft:	@Rs:	98.80	P-rft:	Rs:	4,940 /-
Pari	- III CC E	Block	11		TOTAL	Rs:	710,326 /-
1	Earth wo	rk in ashes sand so SI No: 2 P- 1)	il sift clearence un	ider lead up to			
	Qty:	3580.00 eft:	@Rs:	665.50 P%0	cft	Rs:	2,382 /-
2	Supply (CSI No	ing and filling sand o: 29 P-31)	l under floor and p	lugging in well	S		
	104.70100000 00			Control of the Control	State of the state		192
	Qty:	5000.00 cft:	@Rs:	203:50	P-% eft:	Rs:	10,175 /-
3	Coment (CSI No	concrete brick or s 0.04 (b) P-17)	stone ballast 1 1/2	gauge Ratio:	1:4:8		
	Qty: 5	662.80 cft:	@Rs:	3584.10 P%ef	t	Rs:	202,960 /-
ž	and cur	concrete plain inc ing complete incl e without shutterin	uding screening	and washing o	shing stone		. 9
9	Ratio 1:			.0)		- 68	
		× *****					
	Qty: 42	290.00 cft:	@Rs: 5	941.10 P%cft	W 8	Rs:	254.972
	Errantine	Pr 12 1 0			Control of the Contro	101	254,873 /-
	wood.	& Removal of cer (CSI No. 18 P-	ntring for RCC or 12).	plain C.C. of po	ortal		
	Qty: 9	95.28 sft:	@Rs: 14	405.75 P%sft	s p	- 15 19 <u>2</u> 1	
			. Yes. 1.	TOSTI FYOSIT		Rs:	13,991 /-

Extra for every 50' additional lead or part thereoff. (CSI No. 08

Qty: 3580.0 cft:

@Rs: 1520.00

P-%0 cft:

Rs:

5,442 /-

Pit Sand from nearest place les 4 miles

@Rs: 649.86

P%cft

32,493 /-Rs:

Total Rs: 522,316

#### ABSTRACT

Part- I

Qty: 5000.00 cft

Surface Drains T-I, The Barber 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

Work: - Constt of Surface Drains and CC Block at various Mohalla's of U.C. Jillani

Distt Khairpur

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

Date of issue & opening 2/11/2011 Date of issue & opening 5/11/2011

Date of opeing 29/10/2011 Date of issue 28/10/2011

NIT No. 921 Dated 11/10/2011

Million

,232,642	hedule items	e of Work Schedule items Non-Schedule items	Carriage	Difference of Material	G. Total		Awais Enterprise Mr. Solan	Mr. Khan Muhammed Mr. Aamir Hussain Solangi Mangi 86 10 % shows a solar	Mr. Aamir Hussain Mangi	
253,240         1,311,296         -Premium         1,055,142         -1,042,042         1,232,642           10,61,305         10,61,305         1,066,235         1,066,235         1,066,235         1,066,235           10,61,304         10,61,305         1,066,235         1,066,235         1,066,235         1,066,235           10,61,305         10,61,305         1,066,235         1,066,235         1,066,235         1,066,235           10,61,305         10,61,305         1,066,235         1,066,235         1,066,248         696,248         696,248           10,61,305         10,61,305         1,060,223         1,060,223         1,060,223         1,066,235           10,61,305         10,61,305         1,060,223         1,066,235         1,060,223         1,090,195         1,096,248           10,61,61,61         10,61,61         10,61,61         1,060,223         1,060,223         1,060,223         1,060,223           10,61,61         10,61,61         10,61,61         10,61,61         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223         1,060,223			535,624	443,007	1,688,957	-Sch: item	-			bove
Total   2,287,784  - 2,293,947   2,298,877			535,740	253,240	1,311,296 /	-Premium	1 055 147 /-	1,252,042	1,232,642	
1,071,363   1,000   2,1287,784   - 2,293,947   2,298,877     Diff of 696,248   - 696,248   696,248     M-Sch						2 1 14	2+1,000,1	1,001,303	1,066,235 /~	
Diff of 696,248   696,24	_		7			I otal	2,287,784 /-	2,293,947	2.298.877 /-	
Mat.	-					Diffof	-/ 000000	4 4 4	"/	1.
N-Sch						Mail.	070,240	096,248	696,248	
Total	+					N-Sch		***		
E/Cost 2,760,223  - 2,760,223   2,760,22	1					Total	2,984,031 /-	2.990.195	1 200 175 /-	T
1,071,363 /- 696,248 /- 3,000,253 /- E/Coxt 8.11 % 8.33 % 8.51	-					E/Cost	2,760,223 /-	2.760.223	2760223 /-	
1,071,363 /- 696,248 /- 3,000,253 /- E/Cost 8.11 % 8.33 % 8.51						fig	223 808 /-	170 071	7 000 100	-
1,071,363 /- 696,248 /- 3,000,253 /- E/Cost 8.33 % 8.51						Res. above	0 11 07	210,011	- 1	
+	1		1,071,363 /-		3,000,253 /-	E/Cost	0.11 /4	8.33 %		
	-		2.5	Sav	3.000.000	10	HH			

Taluka Municipal Administration TALUKA OFFICER (18.8)

Faluka Municipal Administration KiOKA OFFICER (Finance)

check? approval in order,

Taluka Municipal Administration TMO/ ADMINISTRATOR KHAIRPUR

1,232,642 Twelve Lac Thirty Two Thousand

Awais Enterprise

NOTE: -

@ 85.60% above

items being @ 8.11% below the estimated cost totaling Rs 29.84,031/- having been found lowest in the healthy competition recogninended for favour of

Six Hundred Forty Two schedule items being Government Contrector amounting Re The percentage rate quoted by

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:/ 829\_1201

Khp: Dt:/ 5-/0 - /2011

To,

AWAIS ENTERPRISE

Government Contractor

Khairpur

Subject:

CONSTT OF SURFACE DRAINS AND CC 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: -

The District Co ordination Officer Khairpur for kind information..

The Taluka Officer (I&S) Taluka Municipal Administration Khairpur for information .

Appen 2005: M- Holis Enth Party.

Appen 2005: Casidis of Sofe dein Loca 18/16 Al.

Tours mand u. ) Me - My P.W.D. 287

G.Rs, W.P.D., Nos. 7938 of 6-J-35, 36-1 of 6-J-36, 1659, W of 22-9-37, G.C.M.P., and M.Deptt. No. 338-J937 of 9-J-1337 (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 2-5-44, 654-W of 23-3-49, 547-Wz of 13-J-2-50

PUBLIC WORKS DEPARTMENT CIRCLE DIVISION

Percentage Rate Tender and Contract for works

#### General Rules and Direction for the Guidance of Contractors

 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.

- 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 byehalf by a
  person holding a power-of-attorney authorizing him to do so.
- 3. Recepts 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 aboration in the works specified in the said form of invitation to tender, or in the time allowed for a long 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.
- The Officer, competent to dispose of the tender shall have the right of rejecting all or any
- 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 it, and the schedule of materials to be supplied

CONTRACTOR

ADMINISTRATOR Taluka Municips: Administration

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impleted by the office an intending tender h is done before he com-

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

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\*\*Signature of contractor before shrifssion of tender, Signature of witness to contractor's signature

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

Signature of the officer by witness

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Conditions of Contract

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Clause 1. - The persons whose tender may be accepted (hereinafter called the contractor) shall ) within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 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 That of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash norandum within the Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a rates entered in Schamsufficient with the amount of the earnest money deposited by him with his tender to make up the ice in all respects with a security deposit specified in the tender), or (B) (permit Government at the time of making any aterials for the work with the earnest money m shall be as provid posited by him) amount to percent of all moneys so payable, such deductions to be held by overnment by way of security deposit). Provided always that in the event of the contract or positing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, the sum so deposited shall not senount to, ...... per cent of the total estimated cost of the ork, it shall be lawful for Government at the time of making any payment to the contractor for work me under the contract to make we the full amount of . . . . . . . per cent by deducting a sufficient im from every such payment as last aforesaid. All compensation or other sums of money payable the contractor to Government under the terms of his contract may be deducted from, or paid by esale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any ms which is due or may become due to the contractor under this contract and in the event of his curity deposit, or from the interest arising therefrom, or from any sums which is due or may become he to the contractor under this contract and in the event of his security deposit being reduced by ason of any such deduction or sales aforesaid the contractor shall, within ten days thereafter, god in each or with Government securities endorsed as aforesaid any sum or sums which may een deducted from, or raised by sale of his security deposit or any part thereof. The security deposit ferred to, when paid in cash, may, at the cast of the depositor, be converted into interest, bearing curities provided that the depositor has expressly desired this in writing.

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

ulfill all the terms nd in default thered pmpleted. aditions.

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

tote: - A work should be considered as complete for the purpose of refund of security deposit to a entractor from the last date on which its final measurements are checked by a competent authority, 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 rich is to be absoluteserved by the contractor and shall be reckoned from the date on which the order to commence work specified in the abs given to the contractor. The work shall throughout the stipulated period of the contract be rwise the said sumrocceded with, with the due deligence (time being defined to be of the essence of the contract on ly deposit as aforeshe part of the contractor) and the contractor shall pay as compensation on amount equal to one

than aspees five se of completion e contractor shall ent proportionate certificate of such he contractor. All ; against the final ll not preclude the c to be removed or considered as an performance of the shall it conglude, the final settinger . ntract, the final bill apletion of the work amount payable for

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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 been 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 make 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 invalid 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 7 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 it the engineer-in-charge in 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 ass 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 ving the same verifie by him prior to the date of the determination of the rate as aforesaid according to such rate or rates asure up the said wor as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending re to the measuremer Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may m such list which sha 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 to be had on applicatic shall for any reason whatsoever not require the whole or any part of the work as specified in the tender shall always be entere to be carried out at all or carried out ctor, he shall give notice in writing of the fact to the contractor, d in pursuance of the: who shall thereupon have no claim to any payment or compensation whatsoever on account of any nafter provided for sut profit or advantage which he might have drive from the execution of the work in full but which he is the use of any specifications, drawing, designs and instructions, which may involve any curtialment of the fit is required that the work as originally contemplated. Where materials, have already been collected at site of the work (such material and steepfore the receipt of the said notice to stop or curtail the work, the contractor shall be paid for such gor effect of this contribution. The requirements and are of approved quality. did not so derive in consequence of the full amount of the work not having been carried out, neither

Clouw 16 - Under no circumstances whatever shall the contractor be entitled to any set compensation from Government on any account unless the contractor shall have submitted a claim cods of sale thereof, if a writing to the Engineer-in-charge within one month of the cause of such claim occuring.

Clause 17 .- If at any time before the security deposit is refunded to the contractor, it shall of the work, as shall atoppear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been als unused and in perfequenced with unsound, imperfect or unskillful working aship or with me erials of inferior quality, or 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 drawings orders etc.

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Clause 22. - The contractor shall not set fire to any standing jungle, trees brush-wood or grass Measures for permention of fire 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 to or otherwise damaging surrounding property.

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

ce of the contract in-charge and his 3 at all other times effect as if they

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's Liability of contractor for any damage labour whether in or beyound 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 be recovered from the contractor ers instructions, or as damages in the manner prescribed in clause 12 or deducted by the Engineer-in-charge from any orders given to the sums that may be due or become due from Government to the contractor under this contract or

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

rement, and shall not sent in writing of the

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

Work on Fridays

1 to consent obtained, Clause 25 .- No work shall be done on a Friday without the sanction in writing of the Engineerereof no payment or ume was executed. in-charge.

Clause 26 - The contract shall not be assigned or sublet without the written approval of the nce, enclosure or gras Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt so to do, or ty part thereof is beinbecome insolvent or commences any proceedings to be adjudicated an insolvent or make any om any cause whatevecomposition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing grant of a certificate crescind the contract. The contractor shall keep full and true accounts shall respect of the contract all make good the samworks in the regular course of business and shall whenever called upon by the Engineer-in-c. 2 an make good otice in writing produce then for inspection by him or by any officer appointed by him in that me to be made shall behalf. Also if any bribe, gratuity, gift, loan, reward or advantage precautionary or otherwise, shall incer-in-charge shall behalf. Also if any bribe, gratuity, gift, loan, reward or advantage precautionary or otherwise, shall the contractor, or frogither 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 ion thereof.

Contract may be rescinded and-security deposit forfeited for Subtening it without approval or for bribing public officer or if Constantor

rial (except such specinterested in the contract or if the contractor does not keep accounts or fans to produce them as he P.W.D. Stores), planforesaid the Engineer-in-charge may be notice in writing rescind the contract. If the event of a nporary work requisite contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be stituted from, and wheth brotutely at the disposal of Government and the same consequences shall ensure as if the contract ract of referred to in the ad been rescinded under clause 3 thereof and in addition the contract or shall not be entitled to ing or complying with lecover or he paid for any work therefore actually performed under the contract.

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

ider these bonditions he Clause 27.— All sums payable by a contractor by way of compensation under any of these the number of persons wonditions shall be considered as a reasonable compensation to be applied to the use of Government nd counting, weigning without reference to the actual less or damage sustained and whether any damage has or has note to time of the work or ustained.

Cahanges in the constitution of firm

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

Clause 29. -- All works to be executed under the estatuete shall be executed under the direction Work to be under direction of d to protect the public fi ery sunt, action of one and subject to the approval in all respects of the Superintending Engineer of the Circle for the time

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the powers uperintendill parties to wings, and used on the y arising out ders or these ve the same nt thereof.

d articles of hereof or in ias obtained ewhere. The scharge will 'A" attached at cost price her expenses es aforesaid.

in resp^ork invoter such items, e capable of entered in the usive against this clause.

fication as is specification, tall be carried er-in-charge.

shall, unless icted to mean 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 Entering upon or Commencing pay written authority and instructions of the engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shr. li have no claim to ask for measurements of or payment for work.

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

Minimum age of persons employee, the employment of dankeys or other

- (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 and other overnment 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 Pakistan Timber to be used. is not practicable, preference shall be given first to Buma and then to other Timbers.

Contificate for Concessi many freight

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 prefered to against Government of this account.

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

Clause 47.— Any sum due to the Government by the contractor shall be liable for recovery Recovery of dues from Contractors temporary or as arrears of Land Revenue.

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

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

Clause 50.— Certified that no Government Servant has directly or indirectly a share or interest asation to thi

einafter called Clause 51.— Where than authority competent to accept a tender is any of the following | International Acceptance | International lovernment a authorities the contractor will not be entitled to withdraw or apply for the return of the earnest money tor, it shall before expiry of the period mentioned below against such authority commencing from the date of section. Sudopening of the tender.

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Chief Engineer.

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#### H SCHEDULE - B.

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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 partly, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (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 is 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 efficient placed on me.

Executive Engineer.

Contractor

Executive Engineer Division

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being who shall be emitted to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Decis an 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 Cade 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 berein-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 executive 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 resp." parts of the work, the contractor shall be entitled to payment in respect of the items of work invoror 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.

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 and in the event of there being no Divisional specification, then it audit one the Engineer-in-charge accepting authorit out in all respects in accordance with the instructions and requirements of the Engineer-in-charge accepting authorit

Defication 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 there be something in the subject of context repugnant to salet contract, whether temporary oas arrears of Land the work or works contracted to be executed under or in virtue of the contract, whether temporary oas arrears of Land permanent and whether original, altered, substituted or additional. .

Contractors percentage where applied to not or gross amounts of

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

Clause 36. — All quarry fees, royalties, octroi dues and ground rent for stocking materials if an Clause 49 .clause 10.—All quarry less, luyantes, to a refund of such of the chargyith Pakistan Gent should be paid by the contractor, who will, however, be entitled, to a refund of such of the charge that t as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that I materials where required for the use on Government work.

Compensation Ast.

Clause 37.— The contractor shall be responsible for and shall pay any compensation to the work.

The payable under the Workman's Company of the work of the work of the work of the work. workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter call workmen payable under the Workmen's Compensation Act, 1725 (vita of 1725), the Contractor of Clause 51.—

Clause 51.—

the said Act on babalf of the contractor, it shall. the said Act), for injuries caused to the workmen, it such compensation is paid of the contractor, it shall; fore expiry of the principal under sub-section (1) of section 12, of the said Act on behalf of the contractor, it shall; fore expiry of the principal under sub-section (1) of section 12, of the said section (2) of the said section. Silvening of the tend recoverable by Government from the contractor under sub-section (2) of the said section. Silvening of the tend compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities oppored in the imder or estimate

Clause 38.—Quantities shown in the tender are app. ... And no claim shall be entertain for quantities of work executed being 30% more or less than those entered in the tender or estim

Employment of needleboot

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

Claim for Compensation for delay

Clause 41.— No compensation shall be allowed for any delay in the execution of the world

account of water soil excavation shall be enterta

Clause 42 written authorit work. Failing su for work.

Clause 43

(ii) No con The breeching n

(iii) No ar employed on the

Any contra and his name sha

(iv) The Er animal found wo: oth Oovernment 1

Clause 44 is not practicable

Clause 45by rail, the contrathat the materials however, such a contract, no claim

Clause 46 .-

Clause 47 .-

Clause 50.-

Clause 51.-

Pion Carea

Executing Eng

Superintending

Chief Enginee

in starting the work

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 raic 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

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Clause 22.

When such

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Clause 23.låbour whether i

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Week take 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 contractors's duly authorised agent shall be considered to have the same force an effect as if they been given to the contractor himself.

Constanted of Asponsible agent to be present

Notice to be given before work

Clause 19.— The contractor shall give not less than five days notice in writing to the Engineer- may be brought b in-Charge of his subordinate-in-charge of the work before covering up or otherwise placing beyond the spread of fin the reach of measurement any work in order that same may be measured and correct dimensions consequence. 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 Clause 24 Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or barracks should be 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 Clause 25.allowance shall be made for such work, or for the materials withwhich the same was executed. in-charge,

Compactor tiable for damage ions, and for improvedions for more requires after conflicate

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 grassingineer-in-charland or cultivated ground continuously the premises on which the work or any part thereof is beinbecome insolven executed, or if any damage shall be done to the work, while it is in progress from any cause whateveromposition with on if any imperfections become apparent in it within three months of the grant-of a certificate rescind the contri completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the samworks in the regu at this own expense, or in default the Engineer-in-charge may cause the same to be made good dicco in writing other workmen; and deduct the expenses of (which the certificate of Engineer-in-charge shall behalf. Also if an final) from any sums that may then be due or may thereafter become due to the contractor, or from the directly or his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof. igents to any pubor employment c

rue to supplie plant

Clause 21.— The contractor shall supply at his own cost all material (except such specinterested in the malertal, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), planforesaid the Eng tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary work requisite ontract being res proper for the execution of the work, whether in the original, altered, or substituted from, and wheth boolutely at the c included in the specification, brother documents, forming part of the contract of referred to in the ad been rescind conditions or not, and which may be necessary for the purpose of satisfying or corruptying with lecover or be pair 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 pessons wonditions shall be the means and materials necessary for the purpose of setting out works, and counting, weighting without ref. rence assisting in the measurement or examination at any time and from time to time of the work or ustained. 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 Clause 28 .contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion there forthwith notif The contractor shall provide all necessary fencing and lights required to protect the public fi accident, and shall also be bound to bear the expenses of defence of every suit, action or other h proceedings, that may be brought by any person for injury sustained owing to neglect of the and subject to the

And is liable damages arising from non-provision of lights

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 "Bunhis" and profile edge shall not be counted towards the period stipulated for the completion of the contract

. Payments on Inter-mediate certificates to 3 regarded as advances

Clause 8. -No payment shall be made for any work, estimated to cost less than rapees 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 an 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 settless. 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 at of item of work not appeared as completed to he at the direction of the

Bills to be submitted monthly

Bills to be on Protect form

Store supplied by

Clause 9. The rates for several items of works estimated to cost more than Rs. 1.000 agreed to schedule of rates within, shall be valid only when the item concerned is accepted as having been completed fully i accordance with he sanctioned specifications. In case where the items of work are not accepted as s completed the engineer-in-charge may make payment on account on such items at such reduced rate as he may consider reasonable in the preparation of final or on account hills.

Clause 10—A bill shall be submitted by the contractor as frequently as the progress of the wo Clause 10—A bill shall be submitted by the contractor as requestly and the Engineer-in-char such case he shall may justify for all work executed and not included in any previous bill and the Engineer-in-char such case he shall may justify for all work executed and not included in any per state of having the same verifies by him prior to the and the claim, presentation of the bill, at any time depute a subordinate to measure up the said we as shall be fixed by and the claim, presentation of the out, at any time depart, whose countersignature to the measurem Engineer of the cir in he presence of the contractor or his authorised agent, whose contraction and the circlist will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shiring the matter for be binding on the contractor in all respects.

Clause 11.— The contractor shall submit all bills on the printed forms to be had on applicat hall for any reason Clause 11.—The contractor shall submit an office of the Engineer-in-charge. The charges to be made in the bills shall always be enter the object of the Engineer-in-charge. at the office of the Engineer-in-charge. The charges to be indeed in pursuance of the be carried out at at the rates specified in the tender or in the case of any extra work ordered in pursuance of the became out at the rates specified in the tender or in the case of any extra work ordered in pursuance of the became out at at the rates specified in the tender or in the case of any extra work states hereinafter provided for shall thereupo conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for shall thereupo rofit or advantage work. id not so derive in

Clause 12.— If the specification of estimate of the work provides for the use of any special he have any c description of materials to be supplied form the store of the P.W.D. or if it is required that ignal specification contractor shall use certain stores to be provided by the Engineer-in-charge (such material and sork as originally c and the prices to be charged therefore as hereinafter mentioned being so far as practicable for fore the receipt of convenience of the contractor but not so as in any way to control the meaning or effect of this con specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with quirements and are materials and stores as may be required for time to time to be need by him for the purposes of contract only and the value of the full quantity of the materials and stores so supplied sh appensation from ( or deducted contract, or otherwise; or from the security de th security deposit is held in Government securities, the same or a sufficient portion thereof shall if case be sold for the purpose. All materials supplied to the contractor shall remain the abs property of government and shall on no account be removed from the site of the work, as shallcar to the Engineer property of government and share of the Engineer-in-charge. Any such materials unused and in percuted with unsound good condition at eh time of completion or determination the contract shall be refunded to the P. any materials or an

carticular

store, if th shall hot t and he shi aforesaid t

: Claus substantial accordance parties, the ! fully and fail by the Engine access at suc contractor sh. of the specific

Clause 1 to the origina, hecessary or a out the work, i writing signed altered or addit subject tot he li the Barne condi as are specified extended in the certificate of the additional work class of work sh of rates of the D order to carry out for such class of worked out by hi his order to carry Clause 15-1

percent or such smaller amount as the Superintending Engineer (whose decision in writing sh 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/sth of the work in 1/sth 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.

sosit if forfield

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 deposits (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 me 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 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 under the contractor or otherwise or from his security deposit or the proceeds of sale thereof, or a completion sufficient part thereof.

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

Action when the progress of any asstisfactory.

Clause 4.— If the progress of any particular portion of the work is unsatisfactory the Executivantractor, r Engineer shall, notwithstanding that the general progress of the work is in accordance with the thinks conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractount of al 10 days' notice in writing. The contractor will have no claim for compensation for any loss sustainerplus mate 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 (b) the full va Executive Engineer, before the tender form is issued. If a form issued to an intending tender lefted in claus been so filled in and completed he shall request the said office to have this done before he comred the and delivers his tender.

All work shall be measured not by standard measure and according to the rules and a \*\*(Withess) of the Public Works Department without reference to any local custom. (Address)

THE RESERVE THE

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

(Occupation

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

The above ecutive Engi

thed the

Executive Engineer Superintending Engineer Chief Engineer Government

Sixty days

Rs.

Rs.

Rs

Thirty days

Ninty days One hundred and eighty day

Tender for Work

Clause 1 ) within one 10 Rs., 2,00

"in figure) as well as in words.

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

Метогандыт

a) If serveral sub-work are included they should be detailed in a separate

General description: (a) Estimated cost.

Earnest receives

ork, it shall me under m from c the contr e sale of a yms which curity del

c) The amount of earnest money to be deposited shall be in accordance with the provisions of pace \$15 and \$16 of the P.W.D. Manual-

Security deposit - (including earnest money)

ie to the :ason of a ood in cas rech liedur ferred to

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

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

If the bove is r iken aga

curities

e) This percentage "said so accounty depose is taken and vary from 5 the case, where of the case, where percent to 157

items are ... . completed.

thy which the vario

Time allowed for the work from date of written order Months

The

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

SUCILI

\* Amount to be specified in words and Figures

Receipt No. Sub-Treasury at

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

C

\* Stake on (a) if so cash security—is herewith forwarded representing the earnest money (a) the full value of which is to be absolute serve for feited to Government should not deposit the full amount of security deposit specified in the ab; give memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sunrocce shall be retained by Government on account of such security deposit as aforeign pa

ROTOLSTIN

3041137 mais applied on the

241.19.50

#### 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

11						
1	Disma	ntling cement concrete p	olain (CSI No. 19 (b) P-11)	*	ne s	
1	Qty:	63.89 cft:	@Rs: 1306.80	P%cft	Rs:	835 /-
2	Diema	intling & removind road	matling (CSI No. 51 P-14)			
2	Qty:	290,40 eft:	@Rs: 290.40	P%cft	Rs:	843 /-
3	Excav	the eteroture with 6	ouilding brikdges soft soil re xcavated earth watering ran pto 5ft; in ordinary soil. (CSI			
		10427.50 cft:	@Rs: 1306.80	P%0cft	Rs:	13,627 /-
4	aggreen	ent concrete plain inch curing complete include caste without shuttering Ratio (1:4:8)	iding placing compacting filling screening and washing (CSI No. 04 P-18)	nishing g stone		
	Qty:	2548.15 cft:	@Rs: 4319.70	P%cft	Rs:	110,072 /-
	(b)	Ratio (1:2:4)	M 10			
	Qty:	650.00 cft:	@Rs: 5941.10	P%cft	Rs:	38,617 /-
	4545			8		
5	Erro		ntring for RCC or plain C.C 12).	of portal		
					Des	9,840 /-
	Qty:	700.00 sft:	@Rs: 1405.75	P%eft	Rs:	7,040
	77	1 P	aliath in cem	ent sand		84
6	Pac	cca brick work in for ortar Ratio: 1:6 (CSI No.	indation and plinth in cem .4 © P-24)	one one		eer 150 (
	Qty		@Rs: 4150.30	P%eft	Rs:	221,470 /-
7		oncrete in situ to the de	of open drains lunette block esign profile i/c cost of mot ing coat of cement 1/32" inconth curing etc complete. (As	h thick to		
	Qty	or type - I drain	@Rs: 39.15	P-Rft:	Rs:	137,025 /-
Name of Street	Qt.	or type - II drain y: 435.00 rft:	@Rs: 72.20	P-Rft:	Rs:	31,407 /-
		CC works in roof slal dructural members laid completed in all respect.	os, beams, columns raft lint d in situ or precost laid i (CSI No. 06 P-19).	el & other in position		
		ty: 158.33 cft:	@Rs: 114.00	P-eft	Rs:	18,050 /-
		to a diagrams lexing	el reinforcement for cement in position making joints & f o i/c removal of rust from bar	fastening no		
		ty: 6.362 cwt:	@Rs: 2772.55	P-Cwt:	Rs:	17,638 /-
1						

	9	Providing & Fixing (SMI No. 140 P-06)	MS Girder Cross for Cros	sing.		
		Qty: 8.929 ewt:	@Rs: 3850.00	P-Cwt:	Rs:	34,375 /-
	10	Cement plaster (1:4) upto P-58)	20' height 1/2" thick. (CSI No. 1)	l (b)		
		Qty: 8270,20 sft:	@Rs: 572,77	P%sft	Rs:	47,369 /-
	11	Extra for every 50' (CSI No. 08 (a) P-03)	additional lead or part the	reoff.		
		Qty: 10781.79 eft:	@Rs: 1520.00	P-%0 cft:	Rs:	16,388 /-
	12	trench i/c cutting fitting & coment mortar (1:1)	& collars of Class "A" and fitti & jointing with maxphalt compo- inc testing with water to a head	SILIOII		
		meter or 15ft: (PHSI No (a) 6" dia:	. 1 (-17)	181 F918		7.020 /
	1	Qty: 100.000 rft:	@Rs: 78.30	P-rft:	Rs:	7,830 /-
rage of the	- Library Walles	(b) 9" dia: 50.000 rft:	@Rs: 98.80	P-rft: TOTAL	Rs:	4,940 /- 710,326 /-
	Par	rt- III CC Block				
	2 (4)		19 19			1
	1	Farth work in ashes sand s	soil silt clearence under lead up to			
		50 'ft (CSI No: 2 P- 1)				
		Qty: 3580.00 eft:	@Rs: 665.50 P%	0cft	Rs:	2,382 /-
		Cambring and filling sa	and under floor and plugging in we	ells		
	2	(CSI No: 29 P-31)	and under nove and 1 do 0			
		(CSI NO. 23 1-31)		= 10		800 Marian 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		Qty: 5000.00 eft:	@Rs: 203.50	P-% cft:	Rs:	10,175 /-
200	1.0	Coment concrete brick	or stone ballast 1 1/2" gauge Rati	io: 1:4:8		
		(USI No. 04 (b) P-17)				
		Qty: 5662.80 cft:	@Rs: 3584.10 P	%eft	Rs:	202,960 /-
	4	and curing complete	n including placing compacting including screening and washing tering. (CSI No. 04 P-18)	finishing ng stone		
		Katio 1:2:4				10
					Rs:	254,873 /-
		Qty: 4290.00 cft:	@Rs: 5941.10 P		NS.	an ilain
	5	Errection & Removal wood. (CSI No.	of centring for RCC or plain C.C 18 P-12).	of portal		192
		Qty: 995.28 sft:	@Rs: 1405.75 P	%sft	Rs:	13,991 /-
		Author to the Control of the Control			539	29

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

Qty: 3580.0 cft:

@Rs: 1520.00

P-%0 cft:

Rs: 5,442 /-

Pit Sand from nearest place lea

miles

P%cft-

32,493 /-Rs:

Qty: 5000.00 cft

@Rs: 649.86

Total Rs: 522,316

#### ABSTRACT

Part-I.

Surface Drains T-I,II

710,326 /-

Part -II

CC Block

Rs 522,316 /-Total 1,232,642

TALUKA OFFICER (I&S)
Taluka Municipal Administration

KHAIRPUR

College Balletine and manufactured by the control of t

# COMPARATIVE STATEMENT

Name of Work- Constt of Surface Drains and CC Block at various Mohalla's of U/C Shah Latif

Taluka & Distt Khairpur

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

Date of issue & opening 2/11/2011 Date of issue & opening 5/11/2011

Date of opeing 29/10/2011 Date of issue 28/10/2011

NIT No: 921 Dated 11/10/2011

3.00 Million

2	KS 5.00 MILLION							1/1			-
S.#	S.# Name of Work Schedule items Non-Schedule items	Schedule items	Non-Schedule items	Carriage	Difference of Material	G. Total		Mr. Fazul Karim	Mr. Ghulam Rasool	Mr. Zahid Hussain Mallah	
								@ 85.56 % above @	@ 86.20 % above @	@ 86.37 % above	ove
_	Surface Drains	710,326		535,624	443,007	1,688,957 /- Sch: item	-Sch; item	1,232,642 /-	1,232,642	1,232,642 '-	
2	CC Block	522,316		535,740	253,240	1,311,296 /- Premium	-Premium	1,054,648 /-	1,062,537	1,064,633 1-	3.00
-							Total	2,287,290 /-	2,295,179	2,297,275	
							Diff of Mat:	696,248	696,248	696,248	
							N-Sch	-1// ***	***	-/ ***	
							Total	2,983,5\$8 -/-	2,991,427	7 2,993,523 /-	
					***		E/Cost	2,760,223 /-	2,760,223	2,760,223 /-	
	7,			0	55.		£iq	223,315 /-	231,204	233,300 %	
					7. A.		Res: above	8.09 %	8.38 %	8.45 %	
	TOTAL	1,232,642 /-	***	1,071,363 /-	696,248 /	3,000,253 /- E/Cost	E/Cost				
					Say	3,000,000					

The percentage rate quoted by NOTE: -

1,232,642 Twelve Lac Thirty Two Thousand Mr. Fazul Karim Government Contrector amounting Re

the estimated cost totaling Rs 29,83,538/-@ 85.56% above Six Hundred & Forty Two schedule items being items being @ 8.09% below

having been found lowest in the healthy competition recommended for favour of check / approval in order.

> TAKKA OFFICER (Finance) Taptika Municipal Administration \*KHAIRPUR

> > 4

Taluka Municipal Administration TALDIKA OFFICER (1&S)

---KHAIRPUR

Taluka Municipal Administration TMO/ ADMINISTRATOR MEHAIRPUR

.... Asharoises no naviment of First work if it is not done in accordance with the required specifications. 2150 pixtasy assessment





## TALUKA MUNICIPAL ADMINISTRATION REDE

0243-9280233-35

No: Engg:/ 375 /2011

To,

MR. FAZUL KARIM Government Contractor

Subject:

CONSTT 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 Alition 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

You are therefore, directed to please start the work within 07 days from the date of agreement. 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 surpler 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.

οŶ,

@ & ADMINISTRATOR Taluka Municipal Administration KHAIRPUR

#### CC to: -

The District Co ordination Officer Khairpur for kind information..

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





aluka & Distt Khairpur ame of Work:- Constt of Surface Drains and CC Block at various Mohalla's of UiC Lugman

inclioned by E.D.O (W&S) Department Khairpur vide No: PB/ EDO / W&S/ 1862 Khp Dated 11-10-2011 3.00 Million

> Date of issue & opening 5/11/2011 Date of issue & opening 2/11/2011 Date of opeing 29/10/2011 Date of issue 28/10/2011 NIT No: 921 Dated 11/10/2011

COMPARATIVE STATEMENT

	H	<u> </u>	34								CC	Sur		
		TOTAL									CC Block	Surface Drains		
		1,232,642 /-									522,316	710,326		йетѕ
														items
		1,071,363 /-									535,740	535,624		Carrieda
	Say	696,248 /									253,240	443,007		Material
NOTE: -	3,000,000	3,000,253									1,311,296 /-Premium	1,688,957 /-Sch: item		C. 10446
The percent		/_E/Cost	Res: above	Diff	E/Cost	Total	N-Sch	Mat:	Differ	Total	/- Premium	/- Sch: item		
The percentage rate quoted by			8.10 %	223,562 /-	2,760,223 /-	2,983,785 /-	***	696,248		2,287,537	1,054,895 /-	1,232,642 /-	@ 85.58 % above @	one y abat as bromers Mr. Laneer Abbas
M/s Faisal & Brothers			8.39 %	231,574	2,760,223	2,991,797	· 安 · 宋	696,248		2,295,549	1,062,907	1,232,642	e @ 86.23 % above @	S Mr. Zalleer Abbas
			8.78	242,421	2,760,223	3,002,644 /-	**	696,248			1,073,754	1,232,642	87.11	Eur. Amjao Javeeo
			%	/-	-/-	-	7-	1		7	/-		% above	eed

TAKUKA OFFICER (Finance)
Taluka Municipal/Administration KHAIRPUR

TALUKA OFFICER (I&S)

Tatuka Municipal Administration

Taluka Municipal Administration / TMO/ ADMINISTRATOR

~~~KHAIRPUR

having been found lowest in the healthy competition recommended for favour of

the estimated cost cotaling Rs 29,83,7854-

@ 85.58% above

items being @ 8.10% below

check / approval in order.

Six Hundred & Forty Two schedule items being

Government Contractor amounting Rt 1,232,642 Twelve Lac Thirty Two Thousand



### TALUKA MUNICIPAL ADMINISTRATION KHAIRPUR

No: Engg:/ 899/2011

To,

Khp: Dt:/ 5-10-/2011

M/S FAISAL & BROTHERS

Government Contractor

Khairpur

Subject;

CONSTT 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-1

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.

Taluka Municipal Administration KHAIRPUR

#### CC to: -

The District Co ordination Officer Khairpur for kind information.. 1 2.

The Taluka Officer (I&S) Taluka Municipal Administration Khairpur for information .

BUNIBAGIUB

Taluka Municipal Administration

P.W.D. 287

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.Depti. No. 383-P/37 of 9-11-37 (P.W.D.), No. 5-173, 2-W of 23-2-39 12-10-44 and 2-5-44, 651-W of 22-2-39 13-10-44 and 2-244, 65-W 1038/11-1 of 28-3-49, 547-W2 of 13-12-50 FORM B-I

PUBLIC WORKS DEPARTMENT CIRCLE DIVISION

Percentage Rate Tender and Contract for works

General Rules and Direction for the Guidance of Contractors

 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 carnest 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.

- 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 byehalf by a
  person holding a power-of-attorney authorizing him to those.
- 3. Receives 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 all ration in the works specified in the said form of invitation to tender, or in the time allowed for an all 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 on their representatives who may be present at the time, and he will enter the amount of the sevent and the sevent accomparative 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.
- 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 supp

by the office of the iding tender has not refore 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 each security

\*\*Signature of contractor before ness to contractor's signature.

Dated the

day of

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he rules and custom

(Withess)

(Address)

panced rates for any or intended to alter

(Occupation)

ving authorities, the below against such The above tender is hereby accepted by me on behalf of the Government of Sind.

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

Dated the

day of

199

Conditions of Contract

and eighty days

Clause 1. — The persons whose tender may be accepted (hereinafter called the contractor) shall Security deposition (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

afore and hereinafter ndum within the iron sentered in Schedule ! all respects with the e of the tender and in als for the work are sall be as provided in

Sovernment 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 hlm) 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 prount 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 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 gaid 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 been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit ale do, 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.

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.

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

Ifill all the terms and ed in default thereof to whiteous.

Note:—A work should be considered as complete for the purpose of refund of security deposition & Cancelled contractor from the last date on which its final measurements are checked by a competent authority, if such eneck 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 nich is to be absolutely is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with the due deligence (time being denmed to be of the assence of the contract on rwise the said sum of he part of the contractor) and the contractor shall pay as compensation an ansound equal to one ity deposit as aforesaid

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ting shall be ie tender for ad further to all cases in

ble to pay as. perintending of the whole that the total :d 10 percent

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ntractor shall surity deposit t of the work ive Engineer. es, as he may

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erials to carry r and the price ttive Engineer he work done, the contractor neer, as to the

of as shall be thich case any to the of ginal cess ex I be boine and y Government ic thereof, or a

, the contractor ving purchased a account of, or ase the contract cover to be paid ss and until the inc' de amount critica.

y the Executive dance with the ing the contract y loss 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 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 e 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 consluvie against the contractor.

Clause 6 .- If the contractor shall desire an extension of the time for completion of the n 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

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the past 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 contaand veclauses of the contract shall continue to be operative during the extended period.

Clause 7.— One completion of the work the contractor shall be furnished with Fine Certificate certificate by the Executive Engineer (hereinafter called the Engineer incharged) 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 beggracity. 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 redirect by the sale thereof.

action not taken under clause 3 and 4

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, 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 compenduring 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 instruction that purpose, Orders given to the contractors's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Gravitaciones responsible agent to be present

Notice to be given before work in consteal 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 withwhich the same was executed.

Contractor liable for domage losse, and for laperections for three indexity after conflictive 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 what were on 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 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.

Cr. teacter for supply plant

Clause 21.— The contractor shall supply at his own cost all material (except such special malerial, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage tackle, scalfolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, 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 accessary 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, weigning 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 fieglect of the above

use of any special required that the material and score material and score set of the se

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

progress of the work prigineer-in-charge ing the same verified are up the said work to the measurement such list which shall such list which shall

n Rs. 1.000 agreed to in completed fully in we not accepted as so at such reduced rates

il amount payable for ompletion of the work contract, the fifth bill to the final settlement nor shall it conclude, ue performance of the t be considered as an work to be removed or ahsall not preclude the snce against the final anst the contractor, All hose certificate of such payment proportionate ed, the contractor shall stuffeste of completion ost less, then expecs five

rits of channels after the be Contractor shall, on a see and within the time ligned channel section. If from any money due to in removing "Bunhis" win removing "Bunhis"

And is liable damages arising from non-provision of lights fearing etc. CONTRACTOR OF CONTRACTOR ASSESSMENT

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 executive 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 experiences 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 I 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

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 que in face 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 where required for the use on Government work.

on under the wokmen's

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 (I) 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 app. The se 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 neerclabour.

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 t aforesaid but rema

Clause 13. substantial and wo accordance with sp parties, the said spo fully and faithfully by the Engineer-inaccess at such offic contractor shall, if of the specification

Clause 14.to the original spe necessary or advisout the work, in ac writing signed by t ed or addition subject tot he limit the same condition 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 th for such class of we worked out by him his order to carry o advisable provided regard thereto befc such case he shall o by him prior to the ag shall be fixed by Eugineer of the cin bring the matter fe

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

Clause 16 compensation from in writing to the E

Clause 17.appear to the Engi executed with unsu that any materials ( 20

sug anple 11 Clus 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 be forthw shall be entertained, unless otherwise expressly specified. DID Clause 42 .- Contractor shall not enter upon or commence any portion of work except with the SUSTRIBUCC written authority and instructions of the engineer-in-charge or of his subordinate-in-charge of the r mounty work. Failing such authority the contractor shell have no claim to ask for measurements of or payment condition for work. 210 Clause 43— (1) No contractor shall employ any person who ins under the age of 12 years. recover ( Minimum age of persons employed, the employment of donkeys or other pag peg (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope; apajosqu The breeching must be at least three inches wide and should be of tape (Nawar). 108/11/00 insonote (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be myereste employed on the work. or empi a studge Any contractor who does not accept these conditions shall not be allowed to tender for works etther & and his name shall be removed from the list of contractors. pepuit (iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or мои ба animal found working which does not satisfy these conditions and no responsibility shall be accepted WORKS I by Government for any delay caused in the completion of the work by such removal. LCCCLUC :ody Clause 44— As far as possible Pakistani Timbers shall be used and there for any reason this Pakistan Timber to be used. ресота Engine is not practicable, preference shall be given first to Buma and then to other Timbers. 0 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 ru-cust that the materials are required for Government cessionary freight charges from the railway. In case, 2 however, such a concession is windrawn by the railway at any time during the currency of the DRITTEC contract, no claim shall be prefer a gainst Government of this account. ) 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 penumatic consec the sp q Keius, Clause 47.— Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue. arrears Lin Revenue OUDCL Clause 48. — Certified that no member of Legislative Assembly is in partnership with nesiuns the government will have the right to terminate the contract at any stage if it is discovered that a Partnership of M.L.A.S. forbidden. 1 D SE andper of Legislative Assembly is a pagmer in the contract. िधना Clause 49.— I/We hold myself/ourselves responsible to pay the sales tax as lived in accordance Payment of sales tax קוֹכָ קנ with Pakistan General sales Tax Act, 1948, or any other law for the time being in force. is au toggi Clause 50. — Certified that no Government Servant has directly or indirectly a share or interest in the work. PA P 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 carnest money before expiry of the period mentioned below against such authority commencing from the date of 10 01 OOM opening of the tender.

When the sanctioning authority for the tender is:-

Executing Engineer:

Thirty days

uon Superintending Engineer.

Sinty days

and Chief Engineer.

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- JK HAIRPIN

Government

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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 partly, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chie! 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 is 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.

SCHEDULE PUBLK

Park

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

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Тъе Блессьіпд п nopoli (ii)

Clause 43-

for work. work. Failing sucwritten authority Clause 92-

and of chickann soil, excavation n account of water:

precautions, and to pay any damages and costs which may be a awarded 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 Measures for pennement of for 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 to or otherwise damaging surrounding property.

The contractor, shall make his own arrangements for drinking water for the labour employed

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's Liability of contractor for any damage labour whether in or beyound 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 the amount of the assessed compensation on demand failing which the same will be recovered fr.P.1 the contractor as damages in the manner prescribed in clause 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.

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 bárracks should be avoided as possible.

ment of female

Clause 25 .- No work shall be done on a Friday without the sanction in writing of the Engineerin-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 rescind the contract. The contractor shall keep full and true accounts shall respect of the contractor works in the regular course of business and shall whenever called upon by the Engineer-in-ciby notice in writing produce then 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 fans to produce them as aforesaid the Engineer-in-charge may be 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 ensure as if the contract had been rescinded under clause 3 thereof and in addition the contract or shall not be entitled to recover or be paid for any work therefore actually perforthed under the contract.

Contract may be reseinded and security deposit forficed for Subletting it without approval or for briking public officeror if Constactor be comes in solvent.

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 ref rence to the actual less or damage sustained and whether any damage has or has note

Sum payable by way of considered as 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.

Cahanges in the constitution of firm

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

to the powers to Superintendon all parties to drawings, and fals used on the way arising out to orders or these cutive the same ament thereof.

s and articles of part thereof or in he has obtained is elsewhere. The ser-in-charge will orm "A" attached o him at cost price ill other ext e stores aforesaid.

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r compensation to this 23), (hereinafter called aid by Government as a contractor, it shall be the said section. Such

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execution of the work on

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 been 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 make 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 invalid the contract; and by ed or additional work which the contractor may be directed to do in the manner above specified subject tot he 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 7 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 it the angineer-in-charge in satisfied that the rate quoted is within the rate worked out by him on detailed case analysis, then he shall by notice in writing be at liberty to cancel his order to carry out such ass 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 a otice 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 curtialment 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.

Close 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 workmaship or with an terials 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 secondance with specification, drawings orders etc.

Alteration in Specification and designs not to in-Validate Contracts.

No. cisim to any payment of compensation for alteration

Time limit for unforesem

Action and compensation payable in case of had work.

Removal of Bunchis

Clause 7-A, — In the case of silt clearance and other excavation works of channels after the measurement afe 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 "Bunhis' and profile edge shall not be counted towards the period stipulated for the completion of the contract work.

Payments on Intermediate certificates to be regarded as advances.

Clause 8. -No payment shall be made for any work, estimated to cost less than rapees 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 an 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 find only shall be submitted by the contractor within one month of the date fixed for the completion of the workotherwise 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 enaccount of items of work accepted as completed to a it the direction of the Logiceer in charge

Bills to be submitted monthly

Bid is to be on Printed from

Store supplied by

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 he 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 hills.

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 he presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

Clause 12.—If the specification of estimate of the work provides for the use of any special description of materials to be supplied form 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 purpose of the contract only and the value of the full quantity of the materials and stores so supplied shall be of deducted contract, or otherwise, or from 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.

owing to hegiec of the above Act A anti- action of other legal ed to protect the public from of a sufficient portion thereof. s to the contractor under the charge at the expense of the ne to time of the work or the and counting, Weigner and men substact of persons with the carriage therefore to and ander these conditions he is thing or contribing with the outract of rejerred to in tiese ubstituted from, and whether temporary work requisite or an the P.W.D. Stores), plant, sterial (except such special

ak, deface, injure, or destroy ad fence, enclosure or grass or any part thereof is being resulting any part the grant of a certificate of its family and a certificate of its same to be made good by a same to be made good by the contest of its same to be contact of its pool by the contest of

in writing to the Engineerr otherwise placing beyond ed and correct dimensions measurement, and shall not ne consent in writing of the work shall be covered up or ngiven to consent obtained, nult thereof no payment or the same was executed.

pursuance of the contract ngineer-in-charge and bis iours, and at all other times his subordinate to visil the zive orders instructie is, or prose, Orders given to the orce an offect as if they had

contract, it shall be lawful and then not with standing sen inadventently passed, sen inadventently passed, removed and reconstruct required, shall remove the aterials articles af his own riod to be specified by the 1 be liable to pay compenay not exceeding ten days, e Brigineer-in-change inay the contractor. Should the the contractor. Should the state as a described above may be ne st such reduced rates as ne st such reduced rates as

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 Engineer by the clause 3 and ensure good progress during the execution of the work; the contractor shall be bound, in all cases in have been exercised, the necessary conditions hereof and such 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/,th of the work in 3/,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 the estimated cost of the work as shown in the tender.

Action when whole of security deposit of furficted.

- \* 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 Engiriery 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:—
- (c) to rescind the contract (of which rescission notice in writing to me 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 a "ginal contractor if the whole work had been executed by him (as to the amount of which excess extended the certificate in writing of the Executive Engineer shall be final and conclusive shall be bot. Fand the certificate in writing of the Executive Engineer shall be final and conclusive shall be bot. Fand the certificate in writing of the Executive Engineer shall be final and conclusive shall be downward to the certificate in writing of the Executive Engineer shall be final and conclusive shall be downward to the certificate in writing of the Executive Engineer shall be final and conclusive shall be downward to the certificate in writing of the Executive Engineer shall be final and conclusive shall be for a shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted from any money due to him by Government paid by the original contractor and shall be deducted fro

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 with a view to the execution of the work or the performance of the contract. And in case the contract whall be rescinded under the provision aforesaid, the contract shall not be entitled to recover to be paid 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 entitled to be paid the amount so certified.

Action when the progress of any particular Position of the work is qualifactory. 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 contract 10 days' notice in writing. The contractor will have no claim for congrensation for any loss sustained by him owing to such action.

Clause 5 .- In any ca future case of default by th declared liable to pay com hability of the contractor event of the Executive Enj if he so desires, take poss works, or the site thereof be used for the execution account at the contract ri rates, to be certified by the alternative the Exec or his clerk of the works plant, materials, or storin the event of the cor Engineer, may remove on account of the contr Engineer as to the expe of and such sale shall

Clause 6.— If the ground of ground, he shall apply which he was hinder in any case before the in his opinion there as he thinks necessible final.

of any act or omiss Engineer, may at a time for completi

Where time for completion of aggregate of all

When time and reclauses

Clause 7 certificate by t completion, be parts of any B been executed dirt from all v upon which th work has bee the work, no the measure: of the Engin DUSSING! removal of date fixed f contractor, as he think 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.

- 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

Executive Engineer Superintending Engineer Chief Engineer Government

Thirty days Sixty days Ninty days One hundred and eighty days

Rs.

## Tender for Work

in figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sind, (therein-before and hereine/tex 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.

### Метогандит

a) If several sub-work are included thay should be detailed in a separate 1214

e) The annual of element answer to be deposited shall be in accordance with the provisions of para 315 and 516 of the P.W.D. Manual.

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

e) This percentage - the solverwity depose is taken still vary from 5 percent to 32 - con according to the page, where the case, where of confidence.

I by which the vary completed.

- General description.
- Estimated cost.

Earnest money.

(including earnest money) Security deposit -

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

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

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and completed. provisions of the conditions of contract annexed hereto so far as apprecable, 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

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

Sinks out (a) if no each security

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

or I(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 a upto Rs., 2,000 and so by him of the notificatiremment securit sum sufficient with the full security deposit sp payment to him for wo deposited by hlm) an Government by way depositing a Lumpsun if the sum so deposite work, it shall be lawfu done under the contra sum from every such by the contractor to C the sale of a sufficient sums which is due or security deposit, or fro due to the contractor reason of any such de good in eash or with ( been deducted from, refer to, when pai securities provided th

> If the amount o above is not paid ten taken against the cor

The security de shall be refunded to

Note: - A work sho contractor from the l if such check is nece

Clause 2. - Th observed by the conf

ADMINISTRATOR Toluka Stunicipal Administraffag AUSMANIA

CONTRACTOR

# TALUKA MUNICIPAL ADMINISTRATION KAHIRPUR

Own Source TMA Funds S.# 5

And And

# TENDED FORM

|                                  |                                                       | TENDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | FORIVI                        |                  | 10                |       |
|----------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|-------------------|-------|
| Issued to                        | Mr. 11/15                                             | NOY CON                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | alm Aluje                     | 16.811 C         | ontractor         | *     |
| 37                               | 1                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               | 0 C+             | - A               |       |
| Name of v                        |                                                       | ONSTT OF SURFA<br>OHALLA'S OF U/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CE DRAINS AND<br>C BHURGARI T | D CC BLOCK A     | T VARIOUS<br>EPUR |       |
| Data act                         | ssue 28 - 18                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3                             |                  | +                 |       |
| Date Of 1;                       | ssue_ <u>&amp;                                   </u> | -2011                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                  |                   |       |
| C.D No:                          | Date, Amount _                                        | UB2 No: 2489                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 7440 - Ali:                   | 28-10-11         | 1. 60cm/          |       |
| . P                              |                                                       | ***                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4                             | ils.             | 7.                |       |
| IZI                              | I hereby to                                           | ender for the execu                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ition for the Taluk           | ta Municipal Ad  | ministration      |       |
| Khairpur                         | , work specified                                      | in the schedule "E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3" enclosed                   |                  | ***               |       |
|                                  |                                                       | GENERAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DESCRIPTION                   | <u>Y</u>         | 11/11             | z.    |
| 1. E.                            | stimated Cost                                         | 30,00,000/-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               | ADV              | UNISTRATOR        |       |
|                                  |                                                       | District Control of the Control of t |                               |                  | nicipal Administr | ation |
| 2. E                             | arnest Money                                          | 60,000/-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                  | HAIRPUR           |       |
| 3. S.                            | Deposit                                               | 8%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               | , - ( ·          |                   |       |
| 4. Ti                            | me allowed for                                        | completion form t                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ha duta of somme              | mand Timed in a  |                   |       |
|                                  | inic anowed tot                                       | completion form t                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ne date of comme              | nced. Fixed in t | ac written        |       |
| order                            |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                  |                   |       |
|                                  | (Sc                                                   | chedule "A" and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | "B" Saparata                  | dre)             |                   |       |
| SCHED                            |                                                       | modello it dild                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | D Separate                    | ,1y)             |                   | 53    |
| is carries                       | <del>ULL</del>                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                  |                   |       |
| Empty drums                      | of hitumen cha                                        | ll be returned to th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | a otherwise the or            |                  | .10               |       |
| Rs: S                            | hall be deducted                                      | I form the hills                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | e otherwise the ec            | ost empty arums  | at                |       |
|                                  | nan be deducte                                        | i torm die oms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4 2                           | 49               | - 4               |       |
| Section 1                        | H sparce as                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                  |                   |       |
| It is contracto<br>etc whats cov | ors obligation to<br>er required for t                | arrange for all kir<br>the works awarded                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | nd of materials, vi<br>to him | z cement,Bajri&  | bitumen           |       |
| г                                |                                                       | ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               | Har A            |                   |       |
| slow progress                    | the period of ex-<br>s of the work on                 | ecution shall not be<br>this account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | e allowed due to r            | non completion   | or                |       |
|                                  |                                                       | ec allowed on any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | work                          | 200              |                   |       |
|                                  |                                                       | ng san na na manana ng manana taon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | WOIK.                         | Øi               |                   |       |
|                                  |                                                       | n concrete item,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               | 9                |                   |       |
| Taluka Munic                     | market construc<br>cipal Administra                   | tion will be used a<br>ation Khairpur.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | itter its approval b          | y the Taluka Na  | zim               |       |
| premium tend                     | lered by the con                                      | tractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                  | above /below      |       |
| in figure(Wor                    | ds (25.50).                                           | april 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | per by me                     | end found        | list Loop         |       |
| 20                               | The second                                            | gr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | . Z                           | 0                | 11.               |       |
|                                  | Contrac                                               | tor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               | * 1              | 100               | 8 8   |
|                                  |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                  |                   |       |
|                                  |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                  |                   | GG.   |
|                                  |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                  | 8 g               |       |
|                                  |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                  | 48                | 100   |

# 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 | Disman             | tling cement concre                                                                          | te plain (CS              | SI No. 19 (b) P-1  | 1)                     |                 |          |              |
|---|--------------------|----------------------------------------------------------------------------------------------|---------------------------|--------------------|------------------------|-----------------|----------|--------------|
|   | Qty:               | 63.89 cft:                                                                                   |                           | Rs: 1306.80        |                        | P%cft           | Rs:      | 835 /-       |
| 2 | Dismar             | ntling & removind re                                                                         | oad matling               | (CSI No. 51 P-1    | 4)                     |                 |          |              |
|   | Qty:               | 290.40 cft:                                                                                  |                           | @Rs: 290.40        |                        | P%cft           | Rs:      | 843 /-       |
| 3 | anamad             | ntion in forndation of<br>the structure with<br>to one chain and life                        | 1 excavated               | earth watering     | Tammin                 | 15              |          |              |
|   | Qty:               | (0427.50 eft:                                                                                |                           | @Rs: 1306.80       | 78                     | P%0cft          | Rs:      | 13,627 /-    |
| 4 | and c<br>aggres    | nt concrete plain in<br>uring complete inc<br>gate without shutteri<br>atio (1:4:8)          | maing ser                 | centilis and man   | g finishir<br>hing sto | ng<br>ne        |          |              |
|   | Qty:               | 2548.15 cft:                                                                                 |                           | @Rs: 4319.70       |                        | P%cft           | Rs:      | 110,072 /-   |
|   | 14                 | atio (1:2:4)                                                                                 |                           |                    | 3,0                    |                 |          |              |
|   | Qty:               | 650.00 eft:                                                                                  |                           | @Rs: 5941.10       |                        | P%cft           | Rs:      | 38,617 /-    |
|   |                    |                                                                                              |                           |                    | , ye.                  |                 |          |              |
| 5 | Errec              | tion & Removal of<br>J. (CSI No. 18                                                          | centring fo<br>P-12).     | r RCC or plain C   | .C of po               | rtal            | 20<br>30 |              |
|   | Qty:               | 700.00 sft:                                                                                  |                           | @Rs: 1405.75       |                        | P%cft           | Rs:      | 9,840 /-     |
| 6 | Pacc               | a brick work in f<br>tar Ratio: 1:6 (CSIN                                                    | foundation<br>16, 4 © P-2 | and plinth in o    | ement s                | and             |          | 507 652 78   |
|   | Qty:               | 5336.25 eft:                                                                                 | 6.27                      | @Rs: 4150.30       |                        | P%cft           | Rs:      | 221,470 /-   |
| 7 | con                | struction of standar<br>crete in situ to the<br>wing i/c appling flo<br>osed face finished s | design pro                | of cement 1/32"    | inch thic              | k to            |          | 8            |
|   | For<br>Qty:        | type - 1 drain                                                                               |                           | @Rs: 39.15         |                        | P-Rft:          | Rs:      | 137,025 · /- |
|   | <u>For</u><br>Qty: | type - 11 drain<br>435.00 rft:                                                               |                           | @Rs: 72.20         |                        | P-Rft:          | Rs:      | 31,407 /-    |
| 8 | str                | C works in roof sl<br>actural members la<br>mpleted in all respec                            | aid in situ               | or precest tar     | intel &<br>d in po     | other<br>sition |          |              |
|   | Qty                | 4.50.22 -64                                                                                  |                           | @Rs: 114.00        |                        | P-cft           | Rs:      | 18,050 /-    |
|   | 011                | brication of Mild S<br>tting bending laying<br>st of binding wire a                          | in position               | n making joints of | X Tastem               | ing ire         |          |              |
|   | Qty                | : 6.362 cwt:                                                                                 |                           | @Rs: 2772.5        | 55                     | P-Cwt:          | Rs:      | 17,638       |
|   |                    |                                                                                              |                           |                    |                        |                 |          |              |

|         |     |                                         |                                                             |                   |                | 8+         |            |       |             |     |
|---------|-----|-----------------------------------------|-------------------------------------------------------------|-------------------|----------------|------------|------------|-------|-------------|-----|
|         |     |                                         |                                                             | 0: 1              | Conso for      | Crossing   |            |       |             |     |
|         | A   | Providi                                 | ng & Fixing                                                 | MS Girder         | Cross 101      | CIOSSING   |            |       |             |     |
|         |     | (SMIN                                   | (o. 140 P-06)                                               |                   |                |            |            |       | 24275 /     |     |
|         |     | 04-                                     | 8.929 cwt:                                                  | @ I               | Rs: 3850.00    | 30         | P-Cwt:     | Rs:   | 34,375 /-   |     |
|         |     | Qty:                                    |                                                             |                   |                |            |            |       |             |     |
|         | .0  | Cemen                                   | t plaster (1:4) upte                                        | o 20' height 1/2' | thick. (CSIN   | lo. 11 (b) |            |       |             |     |
|         | ,0  | P-58)                                   |                                                             |                   | 3"             | 200        | 81 9       |       |             |     |
|         |     | A 100 A 100 A                           |                                                             | (2)               | Rs: 572.77     |            | P%sft      | Rs:   | 47,369 /-   |     |
|         |     | Qty:                                    | 8270.20 sft:                                                | (a)               | 05. 3/2.//     | 10         | 139        |       |             |     |
|         | ES. | -                                       | for every 50'                                               | additional l      | ead or part    | thereof    | Y.         |       |             |     |
|         | 11  | Extra                                   | No. 08 (a) P-03)                                            | additional        | 7              |            |            |       | 55          |     |
|         |     | (CSI)                                   | (0, 00 (a) 1-05)                                            |                   |                | :<br>      | 0 0/0 offe | Rs:   | 16,388 /-   |     |
|         |     | Oty:                                    | 10781.79 eft:                                               | @                 | Rs: 1520.00    | ,          | P-%0 cft:  | 13.01 |             |     |
|         |     | 100000000000000000000000000000000000000 |                                                             |                   | biose "A" and  | fitting    | in         |       |             |     |
|         | 12  | Provid                                  | ding R.C.C Pipe                                             | & collars of      | ith maynhalt o | ompositio  | on         |       |             |     |
|         |     | trench                                  | ning R.C.C 11pc<br>i/c cutting fitting<br>ment mortar (1:1) | g & Joining w     | h water to a h | ead of 4   | 1.5        |       |             |     |
|         |     | & cei                                   | ment mortar (1:1)<br>or 15ff: (PHSIN                        | in 1 P=17)        |                |            | X7:        |       |             |     |
|         |     | (a)                                     | 6" dia:                                                     |                   |                |            | P-rft:     | Rs:   | 7,830 /-    |     |
|         |     | Qty:                                    | 100.000 rft:                                                | (a                | Rs: 78.30      |            | r-m.       | 100   | \$8<br>68   |     |
|         |     | 35053                                   |                                                             |                   |                |            |            | 14.5  |             |     |
| 1020    |     | -                                       | )" <u>dia:</u>                                              | 0                 | Rs: 98.80      |            | P-rft:     | Rs:   | 4,940 /-    |     |
| 17 (3)  |     | Qty:                                    | 50.000 rft:                                                 |                   |                |            | TOTAL      | Rs:   | 710,326 /-  |     |
|         |     | rt- III CC                              | Plack                                                       |                   | 80             |            | 12.00      |       | 70          |     |
|         | Ean | ri- III CC                              | DIOCK                                                       | (8)               | -              |            | 製 っ お 0    |       |             |     |
|         |     | = 4                                     | work in ashes sand                                          | soil silt clearer | nce under lead | up to      |            |       |             |     |
|         | 1   | Bartin V                                | WOLK III asiles saile                                       | 1 3011 3117 -11   |                |            |            |       |             |     |
|         |     | 20 . 11                                 | (CSI No: 2 P- 1)                                            |                   | @Rs: 665.50    | P%0cf      | t          | Rs:   | 2,382 /-    |     |
|         |     | Qty:                                    | 3580.00 eft:                                                | 71 100            | ajks: 005.50   | 1 70001    |            |       |             |     |
|         |     |                                         |                                                             | 1 0               | - and plugging | in wells   |            |       |             |     |
|         | 2   |                                         | plying and filling                                          | sand under 1100   | r and padgang  | in went    | 42         | 99    |             |     |
|         |     | (CS                                     | I No: 29 P-31)                                              |                   | J.             |            |            |       |             |     |
|         |     | 8                                       |                                                             |                   | @Rs: 203.50    |            | P-% eft:   | Rs:   | 10,175 /-   |     |
|         |     | Qty:                                    | 5000.00 cft:                                                |                   | @RS: 205.50    | 5 10       | 1 /4       |       |             |     |
|         |     |                                         | 981018                                                      | 27 27 27 27 27    | 1 1/21 2011    | Ratio 1    | -4-8       |       |             |     |
|         | 3   | Cer                                     | ment concrete bric                                          | k or stone balla  | st 1 1/2 gauge | Tuttio. 1  |            |       |             |     |
|         |     | (CS                                     | SI No. 04 (b) P-17)                                         | )                 |                |            |            |       | 202,960 /-  |     |
| 8000000 |     | Qty:                                    | 5662.80 cft:                                                |                   | @Rs: 3584.1    | 0 P%cfi    | t          | Rs:   | 202,900 /-  |     |
| . 9     | - 1 | 267-2661                                |                                                             | 87 N B            |                |            |            | 1     | 82          |     |
| 14      | 4   | Ce                                      | ment concrete pla                                           | ain including pl  | lacing compac  | ting finis | shing      |       |             |     |
|         | -4  | 213/                                    | d curing complet                                            | e including sc    | reening and v  | vashing    | stone      |       |             |     |
|         |     | 82                                      | gregate without sh                                          | uttering. (CSI N  | To. 04 P-18)   |            | 35.0       |       |             |     |
|         |     |                                         | เทือ 1:2:4                                                  |                   | 12 13          |            | F.         |       |             |     |
|         | 40  | 10                                      | **************************************                      |                   |                |            |            | 25000 | ar4 083 /   |     |
|         | 12  | 05                                      | : 4290.00 cft:                                              |                   | @Rs: 5941.1    | 0 P%c      | ft         | Rs:   | 254,873 /-  |     |
|         |     | Qty                                     |                                                             |                   |                | 1          |            |       |             |     |
| 93      |     | 5 Er                                    | rrection & Remova                                           | al of centring fo | r RCC or plain | C.C of     | portal     |       |             |     |
|         | -   |                                         | ood. (CSI No                                                | o, 18 P-12).      | 1              | 8          |            |       |             |     |
|         |     |                                         |                                                             |                   | @Rs: 1405.     | 75 Pº/se   | ft         | Rs:   | 13,991 /-   | 100 |
|         |     | Qt                                      | y: 995.28 sft:                                              |                   | (a) RS: 1405.  | 12 1 708   | ***        |       | 85<br>59 99 |     |
|         |     |                                         |                                                             |                   | President (1)  |            |            |       | 10.9        |     |

Extra for every 50' additional lead or part thereoff. (CSI No. 08

(a) P-03)

Qty: 3580.0 cft:

@Rs: 1520.00

P-%0 cft:

5,442 /-

Pit Sand from nearest place lea Qty: 5000.00 cft

4 miles @Rs: 649.86

P%cft

Total Rs:

32,493 I-522,316

# ABSTRACT

Part- I

Surface Drains T-I,II

Rs 710,326 /-

Part-II

CC Block

Rs 522,316 /-1,232,642 Total

CONTRACTOR

TALUKA OF FICER (1&S) Taluka Municipal Administration

KHAIRPUR

D.

# COMPARATIVE STATEMENT

1 T. S. L. J. Mills 1 T. T. T.

Name of Work:- Consti of Surface Drains and CC Block at various Mohalla's of U/C Bhurgari

Taluka & Distt Khairpur

Sanctioned by E.D.O (W&S) Department Khairpur vide No: PB/EDO / W&S/ 1861 Khp Dated 11-10-2011

NIT No: 921 Dated 11/10/2011

Date of opcing 29/10/2011 Date of issue 28/10/2011

Date of issue & opening 2/11/2011 Date of issue & opening 5/11/2011 % above

| SS  | Rs 3.00 Million                                                              |                |                       |          |                           |                        |            |                                                 | Mr. Chalom Acabar                               | M/o Woody Paildore |
|-----|------------------------------------------------------------------------------|----------------|-----------------------|----------|---------------------------|------------------------|------------|-------------------------------------------------|-------------------------------------------------|--------------------|
| S.# | S.# Name of Work Schedule items Non-Schedule Carriage Difference of Material | Schedule items | Non-Schedule<br>ilems | Carriage | Difference of<br>Material | G. Total               |            | New Ghulam<br>Mujtaba Shaikh<br>@ 85.50 % above | Chulam Sahikh Sahikh 85.50 % above @ 87.00 % ab | @ 87.00 % abov     |
| _   | Surface Drains                                                               | 710,326        |                       | 535,624  | 443,007                   | 1,688,957 /- Sch: item | -Sch: item | 1,232,642 -                                     | 1,232,642                                       | 1,232,642 /-       |
|     | CC Diach                                                                     | 318 665        |                       | 535,740  | 253,240                   | 1,311,296 /- Premium   | - Premium  |                                                 | 1,063,154                                       | 1,072,399 /-       |
| 1   | CC DIOLA                                                                     | 2176477        |                       |          |                           |                        | Total      | 2.286.551                                       | 2,295,796                                       | 2,305,041          |
|     |                                                                              |                |                       |          |                           |                        | Diff of    | 696.248                                         | 696,248                                         | 696,248            |
| -   |                                                                              |                |                       |          |                           |                        | N-Sch      | -/ ****                                         | ***                                             | -/ ***             |
|     |                                                                              |                |                       |          |                           |                        | Total      | -1 007 790 7                                    | 2 992 044                                       | 3,001,288 /-       |

The percentage rate quoted by NOTE: -

1,232,642 Twelve Lac Thiny Iwo Thousand @ 85.50% above ew Ghulam Mujtaba Shaik Government Contrector amounting Rs

4

241,065

8.73

%

8.40

8

Res: above

JE/Cost

3,000,253 3,000,000

1,071,363 /-

1,232,642

TOTAL

Sav 696,248

222,576 8.06

Diff

2,760,223

2,760,223 231,820

4

2,760,223

E/Cost

3,001,288

the estimated cost totaling Rs 29.82,799/-Six Hundred Forty Two schedule items being items being @ 8.06% below

having been found lowest in the healthy competition recommended for favour of

sheck / approval in order.

TALUKA OFFICER (T&S)

Taluka Municipal Administration KHAIRPUR

Talaka Municipal Administration AKKHAIRPUR.

Taluka Municipal Administration TMO/ ADMINISTRATOR KHAIRPUR



# TALUKA MUNICIPAL ADMINISTRATION KHAIRPUR

0243-9280233-35

No: Engg:/ 296 /2011

Khp: Dt:/ C\_10\_\_/2011

To,

NEW GHULAM MUJTABA SHAIKH

Government Contractor

Khairpur

Subject:

CONSTT OF SURFACE DRAINS AND CC BLOCK AT VARIOUS MOHALLA'S OF WICE 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.

CADMINISTRATOR
Taluka Municipal Administration
KHAIRPUR

### CC to: -

The District Co ordination Officer Khairpur for kind information..

2. The Taluka Officer (I&S) Taluka Municipal Administration Khairpur for information .

Norman 20015: Mis Nord Chalen Nof 10+ Sul Vo Norman 20015; Copple of Sega Con accordated DI-Vous Manuar 10-195 G.R.S. W.P.D., Nov. 7938 of 6+35. 56-1 of 61-36.

G.Rs. W.P.D., Nos. 7938 of 64-53, 36-1 of 61-1-10, 1659, w of 27-9-37. G.C.M.P. and M.F.Spen. No. 383-P/37 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, 5447-W2 of 12-12-50

PUBLIC WORKS DEPARTMENT CIRCLE DIVISION

Percentage Rate Tender and Contract for works

#### General Rules and Direction for the Guidance of Contractors

 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 bychalf by a person holding a power-of-attorney authorizing him to do so.
- 3. References 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 pt ration in the works specified in the said form of invitation to tender, or in the time allowed for any 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.
- 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.

87 Homemorandum of work to be tendered for and the soliedule of materials to be supplied

ADMINISTRATOR
Talets Medicipal Administration
KHAIRPUR

CONTRACTOR

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 heified in clause I (B) of the conditions]. ave this done before he comp

\*Strike out (b) if any eash security

\*\*Signature of contractor befi submission of tender, Signature of witness to contractor's signature.

according to the rules and cu (Witness)

o claim enhanced rates for

(Address)

ification not intended to a

(Occupation)

the following authorities, entioned below against succeptive Engineer,

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

Signature of the officer by witness

hvision (or his duly authorised Assistant).

days ays

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ays idred and eighty days

Conditions of Contract

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 n-before and herein as y him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash page Rs., 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt prandum within the timor Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a tes entered by him with his tender to make unshe tes entered in Schedulsum sufficient with the amount of the earnest money deposited by him with his tender to make up the in all respects with the full security deposit specified in the tender), or (B) (permit Government at the time of making any use of the parties with the full security deposit specified in the tender), or (B) (permit Government at the time of making any ise of the lender and in payment to him for work done under the contract to deduct such sum as will (with the earnest money rials for the work are deposited by him) amount to percent of all moneys so payable, such deductions to be held by half be as provided in 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 o, the full amount of . . . . . . . per cent by deducting a sufficient sum from every such payment as host 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 regson of any such deduction or sales aforesaid the contractor shall, within ten days thereafter, while good in cash or with Government securities endorsed as aforesaid any sum or sums which may 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.

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.

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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

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 deligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall put as sompensation an amount equal to one

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writing shall be 'y the tender & . And further to 1, in all cases in e;

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 lave been exercised, the non-exercise thereof shall not constitute a waiver of any of the onditions hereof and such powers shall not withstanding be exercisable in the event of any uture case of default by the contractor for which under any clause or clauses hereof he is seclared 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 e 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 consluvie against the contractor.

Contractor remanable to pay compensation i action not taken order clause 3 and 4.

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ontractor shall curity deposit it of the work ive Engineer, ics, as he may

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rials to carry and the price ive Engineer e work done, te contractor eer, as to the

as shall begin ich case any the original ass expenses se borne and Government thereof, or a

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

Executive se with the he contract is sustained 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

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 contraand all clauses of the contract shall continue to be operative during the extended period.

Clause 7.— One completion of the work the contractor shall be furnished with certificate by the Executive Engineer (hereinafter called the Engineer incharged) 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 removas or 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 retually a direct by the sale thereof.

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

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an repees five of completion contractor shall t proportionate rtificate of such contractor. All gainst the final not preclude the o be removed or onsidered as an formance of the hall it concle final settlement act, the final bill etion of the work ount payable for

 1,000 agreed to ompleted fully in not accepted as so such reduced rates

ogress of the work ingineer-in-charge g the same verified re up the said work o the measurement uch list which shall

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 affect of this contradt be supplied with such the pure and of the pure of the policy of the policy of the policy of the policy of the price of the policy of the price of the policy of the pure of

store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall hot 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.

iClause 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 been 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 make 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 hecessary 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 invalid the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject tot he 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 7 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 it the cogineer-in-charge in satisfied that the rate quoted is within the rate worked out by him on detailed rue analysis, then he shall by notice in writing be at liberty to cancel his order to carry out such ass 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 a stice 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 curtialment 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.

Charter 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 unskilled worker aship 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 in-Validate Contracts.

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

Time limit for unforesem

Action and compension payable in case of bad work.

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cautions, and to pay any damages and costs which may be a awarded in any such suit action or ceedings to any such person, or which may with the consent of the contractor be paid for appromising any claim by any such person. .

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Clause 22.— The contractor shall not set fire to any standing jungle, trees brush-wood or grass Measures for perminition of fine shout a written permit from Executive Engineer

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

The contractor, shall make his own arrangements for drinking water for the labour employed

Clause 23.— Compensation for all damage done intentionally or unintentionally by contractor's Liebliky of contractor for any damage bour whether in or beyound the limits of Government property including any damage, caused by e spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge subject to e decision of the Superintending Engineer, on appeal shall be final and the contractor shall be bound pay the amount of the assessed compensation on demand failing which the same will be recovered om the contractor as damages in the manner prescribed in clause be recovered from the contractor s damages in the manner prescribed in clause 12 or deducted by the Engineer-in-charge from any that may be due or become due from Government to the contractor under this contract or therwise.

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 ac 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 iarracks should be avoided as possible.

I implyment of female is

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

face Møhalla's pur

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 contract works in the regular course of business and shall whenever called upon by the Engineer-in-Ca by notice in writing produce then 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 fans to produce them as aforesaid the Engineer-in-charge may be 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 beabsolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contract or shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Contract may be rescinded and security deposit forfeited for Subletting it without approval or for brihing public officer or if Constactor be comes in solvent.

W/O issue irpur vide

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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 ref.rence to the actual less or damage sustained and whether any damage has or has note

Sum payable by sation to be considered as reasonable componisation 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:

Cahanges in the constitution of firm to be Notified

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Clause 29 .- All works to be executed under the contracts shall be e\_ec\_led 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

NEER ittee

The state of the s

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 e Superintendals used on the for work. 'ay arising out orders or these tive the same tent thereof.

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

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

Minimum age of persons employee, the employment of donkeys or other

 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).

nd articles of t thereof or in scwhere. The in-charge will n at cost price ther expenses

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

Any contractor who does not accept these conditions shall not be allowed to tender for works "A" attached 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 res afor-said, uniqual 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.

in respect of ork involved ge capable of entered in the

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

Clause 45— If any materials, such as stones metal bajri, sand etc., are required to be conveyed Cordinate for Concessionary freight usive against 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 cossionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the fication as is contract, no claim shall be preferable against Government of this account.

pecification, all be carried

Clause 46. When tendered rates are the same preference will be given at the discretion of the cr-in-charge. accepting authority to those who tender for the earthing of materials by vehicles having penumatic

shall, unless cted to mean

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

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

terials if any, f the charges arge that the

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

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

ation to this nafter called vernment as r, it shall be

Clause 51.— Where than authority competent to accept a tender is any of the following. Interest or place Government Servant 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 ection. Such opening of the tender.

When the conclioning authority for the tender is:-

entertained or estimate.

Executing Engineer.

Thirty days

a particular

Superintending Engineer.

Sirty days

CER

al Engi

Chief Engineer.

Millerly, drys

the work on

Tarus a Poportino y 10 mulion gradult g a Hone 2 - An the Contractor under his signature, Wealher, ele.

All expects and hold gordwork under his signature, Wealher, ele. Note 1 - All work shall be earned out as per Public Works Departments Head-book and other specifications of the Division or as director.

Note 2 - All work shall be carried out as per Public Works Departments Head of the garrier in the last columns should be struck by the construction under his signature.

> of gorbanaau afeznisza MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT. TOTAL STREET

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Termens sake

SPION M

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SHIPPING

B2

Liem of work

Item No.

Quantities estimated but no atom ad year

SCHEDDLE - B.