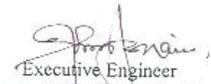


# Bid Evaluation Report

NIT No.TC/G-55/PBDT/ 877 dated 13.05.2011  
Provincial Buildings Division, Thatta

1	Name of Procuring Agency	Executive Engineer, Provincial Buildings Division, Thatta				
2	Tender Reference No.	NIT No.TC/G-55/PBDT/ 877 dated 13.05.2011				
3	Tender Description / Name of work / item	ADP No.47 of 2010-2011 Construction of Taluka Veterinary Dispensaries in Sindh (Phase-1) at Mirpur Sakro District Thatta (Internal & External Water Supply & Drainage Work)				
4	Method of Procurement	Single Stage - One Envelope				
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	SPPRA Serial No.8654 (4269/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules				
6	Total Bid documents sold	03 Nos.				
7	Total Bid Received	03 Nos.				
8	Technical Bid Opening date (if applicable) (Provide details in separate form)	N.A				
9	No. of Bid technically qualified (if applicable)	03 Nos.				
10	Bid(s) Rejected	Nil				
11	Financial Bid Opening date:	02.06.2011				
12	Bid Evaluation Report					
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
1	2	3	4	5	6	7
1	M/S Mukhtiar Ali & Co	374,826	1st	within estimated cost	1st lowest	Accepted
2	M/S Abdul Ghani & Co	375,144	2nd			Highest
3	M/S Shafi Muhammad	375,234	3rd			Highest

  
 Divisional Accounts Officer  
 Provincial Buildings Division  
 Thatta

  
 Executive Engineer  
 Provincial Buildings Division  
 Thatta

# Sindh Public Procurement Regulatory Authority

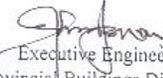
## Contract Evaluation Form

To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department, Government of Sindh
2	Provincial / Local Government / Other	Provincial
3	Title of Contract	ADP No.47 of 2010-2011 Construction of Taluka Veterinary Dispensaries in Sindh (Phase-1) at Mirpur Sakro District Thatta (Internal & External Water Supply & Drainage Work)
4	Tender Number	NIT No.TC/G-55/PBDT/ 877 dated 13.05.2011
5	Brief Description of Contract	ADP No.47 of 2010-2011 Construction of Taluka Veterinary Dispensaries in Sindh (Phase-1) at Mirpur Sakro District Thatta (Internal & External Water Supply & Drainage Work)
6	Forum that Approved the Scheme	Administrative Approval issued vide Government of Sindh, No.DS(Dev:)L&F/ADP-68/09 Karachi dated 10.04.2009
7	Tender Estimated Value	Rs.600,000/-
8	Engineer's Estimate (for civil works only)	Rs.382,800/-
9	Estimated completion period (as per contract)	01 month
10	Tender opening on (Date & Time)	02.06.2011 2.00pm
11	Number of tender documents sold (attached list of buyers)	03 Nos (as per comparative statement)
12	Number of Bid received	03 Nos (as per comparative statement)
13	Number of Bidders present at the time of opening of Bids	10 Nos.
14	Bid Evaluation Report (enclose a copy)	copy enclosed
15	Name and Address of the successful Bidder	M/S Mukhtiar Ali & Co Government Contractor Jungshahi Thatto
16	Contract award price	Rs.374,826/-
17	Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid)	1st lowest
18	Method of Procurement used (Tick one)	
a	Single Stage - One Envelope Procedure	Domestic / Local
b	Single Stage - Two Envelope Procedure	
c	Two Stage Bidding Procedure	
d	Two Stage - Two Envelope Bidding Procedure	
	Please specify if any other method of procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons	
19	Approving Authority for award of contract	Executive Engineer, Provincial Buildings Division, Thatta
20	Whether the Procurement was included in Annual Procurement Plan ?	Not Prepared

21	Advertisement :	
	i. SPPRA Website (if yes, give date and SPPRA identification No.)	Single Stage - One Envelope
	ii. News Papers (if yes, give names of news papers and dates)	SPPRA Serial No.8654 (4269/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules
22	Nature of Contract	Domestic / Local
23	Whether qualification Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
24	Whether Bid Evaluation Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
25	Whether approval of competent authority was obtained for using method other than open competitive bidding ?	N.A
26	Was Bid Security obtained from all the Bidders ?	Yes
27	Whether the successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case of Consultancies)	N.A
28	Whether the successful Bidder was Technically complaint ?	Yes
29	Whether Names of the Bidders and their quoted prices were read out at the time of opening of Bids ?	Yes
30	Whether Evaluation Report given to Bidders before the award of contract ? (attached copy of the Bid Evaluation Report)	Yes
31	Any complaints received (if yes, result thereof)	NO
32	Any Deviation from specifications given in the tender notice / documents (if yes, give details)	NO
33	Was the extension made in response time ? (if yes, give reasons)	NO
34	Deviation from Qualification Criteria (if yes, given detailed reasons)	NO
35	Was it assured by the Procuring Agency that the selected firm is not black listed ?	Yes
36	Was a visit by any Officer / Official of the Procuring Agency to the Supplier's premises in connection with the Procurement ? If so, details to be ascertained regarding financing of visit, if abroad: (if yes, enclose a copy)	N.A
37	Were proper safeguards provided on Mobilization Advance payment in the contract (Bank Guarantee etc) ?	N.A
38	Special conditions, if any (if yes, give brief description)	N.A
39	Date of award of contract	09.06.2011

  
 Divisional Accounts Officer  
 Provincial Buildings Division  
 Thatta

  
 Executive Engineer  
 Provincial Buildings Division  
 Thatta

## Comparative Statement

Construction of Taluka Veterinary Dispensaries in Sindh (Phase-1) at Mirpur Sakro District Thatta (ADP No.47 of 2010-2011)  
(Internal / External Water Supply / Drainage & Sul Gas Fitting Work)

Technical sanction accorded vide No.DB/TS/ 270 Thatta dated 19.05.2011 for Rs.382,800/-

Tender invited vide No.TC/G-55/FBDIV/ 877 dated 13.05.2011

Date of Issue upto: 01.06.2011

Date of Opening: 02.06.2011

S.No	As Per Sanctioned Estimate Description of Item	Amount	M/S Mukhtiar Ali & Co		M/S Abdul Ghani & Co		M/S Shafi Muhammad	
			Rate Quoted	Amount	Rate Quoted	Amount	Rate Quoted	Amount
1	2	3	WSSF & PHE Schedule	227,021	227,021	227,021	227,021	227,021
			Cost of S. Item	Rs. 102,900	Rs. 102,900	Rs. 102,900	Cost of S. Item	Rs. 102,900
			Cost of carriage	Rs. -	Rs. 44,905	Rs. 45,223	Cost of N. S. Item	Rs. 102,900
			Sub Total	Rs. 227,021	Rs. 147,805	Rs. 147,805	19.96 % above	Rs. 45,313
			Cost of non schedule items	Rs. 102,900	Diff: cost of OPC Esc: Rs. -	Rs. -	Diff: cost of OPC Esc: Rs. -	Rs. -
			Add: 20% on schedule items	Rs. 45,404	Diff: cost of SRC Esc: Rs. -	Rs. -	Diff: cost of SRC Esc: Rs. -	Rs. -
			Diff: cost of OPC Cement escalation	Rs. -	Diff: cost of Steel Esc: Rs. -	Rs. -	Diff: cost of Steel Esc: Rs. -	Rs. -
			Diff: cost of SR Cement escalation	Rs. -	Diff: cost of Brick Esc: Rs. -	Rs. -	Diff: cost of Brick Esc: Rs. -	Rs. -
			Diff: cost of Steel escalation	Rs. -	Diff: cost of Wood Esc: Rs. -	Rs. -	Diff: cost of Wood Esc: Rs. -	Rs. -
			Diff: cost of Brick escalation	Rs. -				
			Diff: cost of Wood work escalation	Rs. -				
			Total Rs.	375,325	Total Rs.	374,826	Total Rs.	375,144
								Total Rs.
								375,234

The rate quoted by M/S Mukhtiar Ali & Co, Government Contractor @19.78% above on schedule items only found lowest, hence recommended for necessary approval and issue of work order please.

Divisional Accounts Officer  
Provincial Buildings Division  
Thatta



No.TC/G-55/PBDT/ 1084  
Office of the Executive Engineer,  
Provincial Buildings Division, Thatta  
Dated: 09.06.2011

Te# 0298-920097

To,

Work Order Tender # 34

M/S Mukhtiar Ali & Co,  
Government Contractor,  
Jungshahi Thatto

Subject: CONSTRUCTION OF TALUKA VETERINARY DISPENSARIES IN SINDH (PHASE-I) AT MIRPUR SAKRO DISTRICT THATTA (INTERNAL / EXTERNAL WATER SUPPLY / DRAINAGE & SUI GAS FITTING) (ADP NO.47 OF 2010-2011)

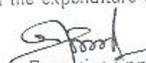
Reference: Your B-I / B-II tender opened on dated 02.06.2011

Your B-I / B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates, Electrical (Composite) Publication No.45 in-force from 1<sup>st</sup> October 2004, including non-schedule items / rate analysis has been accepted by the competent Authority. The brake up is as under:

WSSF & PHE Schedule @ 19.78% above on schedule items only  
(Rupees nineteen point seven eight percent above) only

- 1/- The amount of Rs.374,826/- includes schedule items, non schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on non schedule items / rates analysis items / offer rates.
- 2/- You are advised to please start the work under the instructions / supervision of the Assistant Engineer, Provincial Buildings Sub Division, Thatta within (07) seven days from the issue of this work order.
- 3/- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- 4/- Time allowed for completion of work is (01) one month, which should be strictly adhered too as per clause (2) of the B-1 agreement form.
- 5/- Carriage of material will not be paid on any item of work separately.
- 6/- True copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- 7/- Work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- 8/- You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
- 9/- Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.

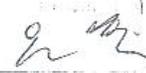
E.S. As above  
True copy of schedule-B

  
Executive Engineer,  
Provincial Buildings Division  
Thatta

Copy forwarded to the Assistant Engineer, Provincial Buildings Sub Division, Thatta. He should ensure that no extra item and excess quantity over schedule-B is carried out unless specific permission is accorded from the competent Authority. He is also required to report the actual date of start of the work and to submit physical progress in un-ambiguous manner with correct financial consumption accordingly.

There should be no change in the specification / plan / design already approved of the work at later stage. The Contractor's signature on the plan and design must be taken in token of their acceptance. Departure from this will make the Assistant Engineer responsible for the change made if any.

He should also ensure that the individual quantity of the items provided in the estimate / schedule-B do not exceed, failing which he shall be held responsible for violation.

1	2	3	4	5	6	7	8	9
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DETAIL ESTIMATE FOR CONSTRUCTION OF TALUKA VETERINARY DISPENSARIES IN SINDH  
DISTRICT THATTA @ MIRPURSAKRO  
PART "A" WATER SUPPLY & SANITARY FITTINGS

S.No.	Description of Items	Quantity	Unit	Amount
1	2	3	4	5
1	Providing and fixing Orisa type white or colour glazed earthen ware WC pan with cost of low level plastic flush tank 3 gallons capacity of approved quality including making requisite number of holes in walls and plinth and floor and making good in cement concrete 1:2:4 WC pan 23" clear with 4" dia CI trap. (S.I.No.3 page-2).	2 Nos	2549.80 Each Rs.	5,100
2	Providing and fixing 22" x 16" lavatory basin in white glazed earthen ware complete with & including the cost of W.I or C.I. cantilever brackets 6 inch built into wall painted white in two coats after a primary coat of red lead paint a pair of 1/2" dia chrome plate pillar traps 1-1/2" dia rubber plug and chrome plated brass chain 1-1/4" dia malleable iron or C.P brass malleable iron or brass union and making requisite number of holes in walls plinth and floor for pipe connection and making good in cement concrete 1:2:4 (Foreign Pattern). (S.I.No.13 P-3).	2 Nos	2100.45 Each Rs.	4,201
3	Providing and fixing steel stainless local make complete with cast iron or wrought iron brackets 6 inches built in wall, 1-1/2" rubber plug chrome brass chain 1-1/2" C.P. brass waste with 1-1/2" plate P.V.C. waste pipe and making requisite number of holes in walls and plinth and floor for pipe connection and making good in cement concrete 1:2:4. (c) Steel sink stainless sized 33" x 18" local make (Standard Pattern). (S.I.No.19-c P-5).	1 Nos	1437.15 Each Rs.	1,437
4	Providing and fixing 6" x 2" or 6" x 3" C.I. Floor trap of the approved self cleaning design with a C.I. Screwed down grating with or without a vent arm complete with and including making requisite number of holes in walls plinth and floor for pipe connections and making good in cement concrete 1:2:4. (S.I.No.20 P-5).	3 Nos	244.35 Each Rs.	733
5	Providing and fixing in position nylon connections complete with 1/2" dia brass stop cock with pair of brass nuts and lining joints to nylon connection. (S.I.No.23 P-6).	5 Nos.	77.85 Each Rs.	389
6	Providing and fixing 15" x 12" beveled edge mirror of belgium glass complete with 1/8" thick hard board and C.P. screws fixed to wooden plate. (e) Standard Pattern. (S.I.No.3-a P-7).	1 Nos.	663.30 Each Rs.	663
7	Supplying and fixing long bib cock of superior quality with C.P. head 1/2" dia. (S.I.No.15-a P-15).			

No.	Description of Items	Quantity	Unit	Amount
1	2	3	5	6

PART "B" NON SCHEDULE ITEM

- 1 Providing & fixing 4" dia UPVC soil and vent pipe of Pak Arabi make of approved quality on wall up to height of 50 ft with plastic clamps paid separately. This rate also i/c making joints with UPVC fittings by using approved pest/solution (AGM make) etc complete as per instruction of the Engineer in charge. Rate includes all cost of labor material cartage scaffolding etc complete (R A Attached)

(A) 4" dia :	200.00 Rft	157.00 P.Rft	Rs.	31,400
(B) 1" dia :	400.00 Rft	76.00 P.Rft	Rs.	30,400
(C) 1-1/2" dia :	600.00 Rft	26.00 P.Rft	Rs.	15,600

G.Total: 77,400

PART "C" SUI GAS

- 1 S/F Meter Cock.  
2 S/F Valve Cock.  
3 S/F Gas Light.  
4 S/F Double burnet steelness steel.

1 Nos	500.00	Each	Rs.	500
6 Nos	500.00	Each	Rs.	3,000
6 Nos	1000.00	Each	Rs.	6,000
2 Nos	8000.00	Each	Rs.	16,000
Total:				<u>25,500</u>

  
Executive Engineer  
Provincial Buildings Division  
Thatta

G. R. P.W.D. Nos. 7938 of 6-4-35  
 6627 of 3-6-36, 1958-W of 27-9-37, G.C.M.P.  
 and M. Deptt. No. 383-2/37 of 9-11-37  
 (P.W.D.) No. S-173; 2-W of 22-2-39  
 G. R. (P.W.D.) No. 1038-1 of 22-2-37  
 12-10-44 and 2-5-44 654-W of 22-2-39  
 12-10-44, and 2-5-44, 65-W 1038/11-1 of  
 28-3-49, 47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Public Buildings CIRCLE Hyderabad

Public Buildings DIVISION Dabhoi

میر محمد علی سعید

Percentage Rate Tender and Contract  
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as far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. 5084454 dated 20-05-1978 from Govt. Treasury or sub-Treasury at Thatta in respect of the sum of Rs. 6000/- is herewith forwarded representing the earnest money (a) the full value of

which is to be absolutely forfeited to Government should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 6000/- shall be retained by Government on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].\*\*

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

(Witnesses \*\*\*) M/s Iqbal Khan  
(Address) Governor - Cantt  
(Occupation) Makli Thatta

The above tender is hereby accepted by me on behalf of the Governor of Sind. The lowest rate 19.78% is accepted.

Amount of Rs. 374,826/- (Three Lacs Seventy four thousand eight hundred twenty six only)  
Executive Engineer  
Division (or his duly authorized Assistant)

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
Executive Engineer  
Provincial Buildings Division  
Thatta

Condition of Contract

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

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

S. P. Khan  
Executive Engineer  
Provincial Buildings Division  
Thatta

\*Amount to be specified in words and figures

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

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

\*\*Signature of contractor before submission of tender

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

Signature of the officers by whom accepted.

Security deposits.

*[Handwritten signature]*  
CONTRACTOR

*[Handwritten signature]*  
CONTRACTOR

*[Handwritten signature]*  
CONTRACTOR

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

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

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

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

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

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

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

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

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

*[Signature]*  
Executive Engineer  
Provincial Buildings Division  
Thatta

*[Signature]*  
Contractor

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

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

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

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

Bill to be submitted monthly.

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

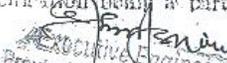
Bills to be on printed forms.

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

Stores supplied by Government

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

Works to be executed in accordance with specifications and drawings on order.

  
Executive Engineer  
Provincial Buildings Division  
Thatta

  
Contractor

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

Executive Engineer  
Provincial Buildings Division  
Thatta

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

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

Sums payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superint. Engineer to be final.

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

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

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

Lump sums in estimates, to be payable to contractor in respect of items

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

Action where no specification

Clause 45.—If any materials, such as stones, metal, balti, 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 or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificates for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M.L.A's for bidden.

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever 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 either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or 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."

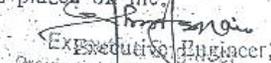
  
Contractor

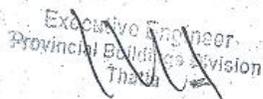
Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accounts Officer  
Provincial Accounts Dept.  
Thatta

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

  
Contractor

  
Executive Engineer,  
Provincial Buildings Division  
Thatta

  
Executive Engineer,  
Provincial Buildings Division  
Thatta

DETAIL ESTIMATE FOR CONSTRUCTION OF TALUKA VETERINARY DISPENSARIES IN SINDH  
DISTRICT THATTA @ MIRPURSAKRO  
PART "A" WATER SUPPLY & SANITARY FITTINGS

S.No.	Description of Items	Quantity	Unit	Amount
1	2	3	4	5
1	Providing and fixing Orissa type white or colour glazed earthen ware WC pan with cost of low level plastic flush tank 3 gallons capacity of approved quality including making requisite number of holes in walls and plinth and floor and making good in cement concrete 1:2:4 WC pan 23" clear with 4" dia C.I trap. (S.I.No.3 page-2).	2 Nos	2549.80 Each Rs.	5,100
2	Providing and fixing 22" x 16" lavatory basin in white glazed earthen ware complete with & including the cost of W.I or C.I. cantilever brackets 6 inch built into wall painted white in two coats after a primary coat of red lead paint a pair of 1/2" dia chrome plate pillar traps 1-1/2" dia rubber plug and chrome plated brass chain 1-1/4" dia malleable iron or C.P. brass malleable iron or brass union and making requisite number of holes in walls plinth and floor for pipe connection and making good in cement concrete 1:2:4 (Foreign Pattern). (S.I.No 13 P-3).	2 Nos	2100.45 Each Rs.	4,201
3	Providing and fixing steel stainless local make complete with cast iron or wrought iron brackets 6 inches built in wall, 1-1/2" rubber plug chrome brass chain 1-1/2" C.P. brass waste with 1-1/2" plate P.V.C. waste pipe and making requisite number of holes in walls and plinth and floor for pipe connection and making good in cement concrete 1:2:4. (c) Steel sink stainless sized 33" x 18" local make (Standard Pattern). (S.I.No.19-c P-3).	1 Nos	1437.15 Each Rs.	1,437
4	Providing and fixing 6" x 2" or 6" x 3" C.I. Floor trap of the approved self cleaning design with a C.I. Screwed down grating with or without a vent arm complete with and including making requisite number of holes in walls plinth and floor for pipe connections and making good in cement concrete 1:2:4. (S.I.No.20 P-5).	3 Nos	244.35 Each Rs.	733
5	Providing and fixing in position nylon connections complete with 1/2" dia brass stop cock with pair of brass nuts and lining joints to nylon connection. (S.I.No.23 P-6).	5 Nos.	77.85 Each Rs.	389
6	Providing and fixing 15" x 12" beveled edge mirror of belgium glass complete with 1/8" thick hard board and C.P. screws fixed to wooden pleat. (a) Standard Pattern. (S.I.No.3-a P-7).	1 Nos.	663.30 Each Rs.	663
7	Supplying and fixing long bib cock of superior quality with C.P. head 1/2" dia. (S.I.No.15-a P-15).			

S. No.	Description of Items	Quantity	Unit	Amount
1	2	3	5	6
		3.00 Nos	Each Rs.	633
8	Providing G.I. pipe and specials i/c cutting, fitting and i/c the cost of cutting trench up to 2-1/2ft depth refilling running and disposal of surplus earth within one chain painting two coats of bitumen pigment and basin cloth maphalt composition wrapped tightly round pipe and making good and testing with water to a pressure head of 200 ft and handling.(External). (S.I No.1 Page No-12).			
	1" dia (For Sui Gas Line External)	600 Rft	44.05 P.Rft Rs.	26,430
	3/4" dia (for Sui Gas Line Internal)	450 Rft	22.89 P.Rft Rs.	10,301
9	Add: extra labor for cancelled G.I pipe and fitting including, making recess in the wall for pipe and making good in cement mortar etc complete. (S.I.No.2.P-11).			
		50 Rft	3.60 P.Rft Rs.	180
10	S/F fiber glass tank of approved quality and design and wall thickness as specified i/c cost of nuts, bolts and fixing in platform of cement concrete 1:3:6 and making connection for inlet and out let and over pipes etc complete. 250 Gallons wall thickness 4.00 mm. (S.I No.3 (a) Page No-18). 600 4.5 mm.			
		2 Nos.	38678.65 Each Rs.	77,357
11	P/L R.C.C pipe and collars of class 'B' fixing in trenches i/c cutting and fitting and jointing with max phaltic composition and cement mortar (1:1) i/c testing with water to head of 15'ft (S.I No.2 P-17). 9"dia.			
		500 Rft	123.40 Each, Rs.	61,700
12	Construction of main hole or inspection chamber for the required dia of circular sewer 3'-6" depth with walls of B.B in cement mortar 1:3 cement plaster 1/2" tb: inside walls and over branches and cannels i/c fixing C.I. M. hole cover with frame of clear opening 1x14 of 1.75 cwt embedded in plain C.C 1:2:4 from the face of wall and fixing 1"dia M.S steps 6" wide projection at 12"C/C duly painted etc complete as per specification and drawing No: DP/1 of P.H.E southern zone. (S.I No. 1 Page No-39).			
		16 Nos.	2368.57 Each Rs.	37,897
Total:				227021.00

S.No.	Description of Items	Quantity	Unit	Amount
1	2	3	5	6

PART "B" NON SCHEDULE ITEM

- 1 Providing & fixing 4" dia UPVC soil and vent pipe of Pak Ams make of approved quality on wall up to height of 50 ft with plastic clamps paid separately. This rate also w/c making joints with UPVC fittings by using approved put/solution (AGM make) etc complete as per instruction of the Engineer in charge. Rate includes all cost of labor material cartage scaffolding etc complete (R A Attached)

(A) 4" dia:	200.00 Rft	157.00 P.Rft	Rs.	31,400
(B) 1" dia:	400.00 Rft	76.00 P.Rft	Rs.	30,400
(C) 1-1/2" dia:	600.00 Rft	26.00 P.Rft	Rs.	15,600

G.Total: 77,400

PART "C" SUI GAS

- 1 S/F Meter Cock.

1 Nos 500.00 Each Rs. 500

- 2 S/F Valve Cock.

6 Nos 500.00 Each Rs. 3,000

- 3 S/F Gas Light.

6 Nos. 1000.00 Each Rs. 6,000

- 4 S/F Double burnet steelness steel.

2 Nos. 8000.00 Each Rs. 16,000

Total: 25,500.00

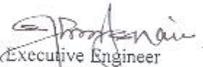
*[Signature]*  
Executive Engineer  
Provincial Buildings Division  
Thatta

# Bid Evaluation Report

NIT No.TC/G-55/PBBDT/ 877 dated 13.05.2011  
Provincial Buildings Division, Thatta

1	Name of Procuring Agency	Executive Engineer, Provincial Buildings Division, Thatta				
2	Tender Reference No.	NIT No.TC/G-55/PBBDT/ 877 dated 13.05.2011				
3	Tender Description / Name of work / item	ADP No.49 of 2010-2011 Strengthening of Directorate of Animal Breeding in Sindh at Hyderabad Sindh at L.P.O. Badin (External Development)				
4	Method of Procurement	Single Stage - One Envelope				
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	SPPRA Serial No.8654 (4269/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules				
6	Total Bid documents sold	03 Nos.				
7	Total Bid Received	03 Nos.				
8	Technical Bid Opening date (if applicable) (Provide details in separate form)	N.A				
9	No. of Bid technically qualified (if applicable)	03 Nos.				
10	Bid(s) Rejected	Nil				
11	Financial Bid Opening date:	02.06.2011				
12	Bid Evaluation Report					
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
1	2	3	4	5	6	7
1	M/S Asad Ayaz & Co	987,030	1st	within estimated cost	1st lowest	Accepted
2	M/S Mukhtiar Ali & Co	1,016,262	2nd			Highest
3	M/S Shafi Muhammad	1,020,117	3rd			Highest

  
 Divisional Accounts Officer  
 Provincial Buildings Division  
 Thatta

  
 Executive Engineer  
 Provincial Buildings Division  
 Thatta

# Sindh Public Procurement Regulatory Authority

## Contract Evaluation Form

To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department, Government of Sindh
2	Provincial / Local Government / Other	Provincial
3	Title of Contract	ADP No.49 of 2010-2011 Strengthening of Directorate of Animal Breeding in Sindh at Hyderabad Sindh at L.P.O. Badin (External Development)
4	Tender Number	NIT No.TC/G-55/PBDT/ 877 dated 13.05.2011
5	Brief Description of Contract	ADP No.49 of 2010-2011 Strengthening of Directorate of Animal Breeding in Sindh at Hyderabad Sindh at L.P.O. Badin (External Development)
6	Forum that Approved the Scheme	Administrative Approval issued by the Livestock & Fisheries Department vide No.RO/L&F/2(I)ADP-58/08 dated 01.07.2008
7	Tender Estimated Value	Rs.1,000,000/-
8	Engineer's Estimate (for civil works only)	Rs.1,000,000/-
9	Estimated completion period (as per contract)	01 month
10	Tender opening on (Date & Time)	02.06.2011 2.00pm
11	Number of tender documents sold (attached list of buyers)	03 Nos (as per comparative statement)
12	Number of Bid received	03 Nos (as per comparative statement)
13	Number of Bidders present at the time of opening of Bids	10 Nos.
14	Bid Evaluation Report (enclose a copy)	copy enclosed
15	Name and Address of the successful Bidder	M/S Asad Ayaz & Co Government Contractor House No.706, Baban Shah Colony, GOR Road, Hyderabad
16	Contract award price	Rs.987,030/-
17	Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid)	1st lowest
18	Method of Procurement used (Tick one)	
a	Single Stage - One Envelope Procedure	Domestic / Local
b	Single Stage - Two Envelope Procedure	
c	Two Stage Bidding Procedure	
d	Two Stage - Two Envelope Bidding Procedure	
	Please specify if any other method of procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons	
19	Approving Authority for award of contract	Executive Engineer, Provincial Buildings Division, Thatta
20	Whether the Procurement was included in Annual Procurement Plan ?	Not Prepared

21	Advertisement :	
	i. SPPRA Website (if yes, give date and SPPRA identification No.)	SPPRA Serial No.8654 (4269/2011)
	ii. News Papers (if yes, give names of news papers and dates)	SPPRA Serial No.8654 (4269/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules
22	Nature of Contract	Domestic / Local
23	Whether qualification Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
24	Whether Bid Evaluation Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
25	Whether approval of competent authority was obtained for using method other than open competitive bidding ?	N.A
26	Was Bid Security obtained from all the Bidders ?	Yes
27	Whether the successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case of Consultancies)	N.A
28	Whether the successful Bidder was Technically complaint ?	Yes
29	Whether Names of the Bidders and their quoted prices were read out at the time of opening of Bids ?	Yes
30	Whether Evaluation Report given to Bidders before the award of contract ? (attached copy of the Bid Evaluation Report)	Yes
31	Any complaints received (if yes, result thereof)	NO
32	Any Deviation from specifications given in the tender notice / documents (if yes, give details)	NO
33	Was the extension made in response time ? (if yes, give reasons)	NO
34	Deviation from Qualification Criteria (if yes, given detailed reasons)	NO
35	Was it assured by the Procuring Agency that the selected firm is not black listed ?	Yes
36	Was a visit by any Officer / Official of the Procuring Agency to the Supplier's premises in connection with the Procurement ? If so, details to be ascertained regarding financing of visit, if abroad: (if yes, enclose a copy)	N.A
37	Were proper safeguards provided on Mobilization Advance payment in the contract (Bank Guarantee etc) ?	N.A
38	Special conditions, if any (if yes, give brief description)	N.A
39	Date of award of contract	02.06.2011

  
 Divisional Accounts Officer  
 Provincial Buildings Division  
 Thatta

  
 Executive Engineer  
 Provincial Buildings Division  
 Thatta

## Comparative Statement

Strengthening of Directorate of Animal Breeding in Sindh at Hyderabad and its field office - L.P.O. Badin (External Development) (ADP No.49 of 2010-2011)  
 Technical sanction accorded vide No.DB/TS/289 Thatta dated 21.05.2011 for Rs.1,012,300/-

Tender invited vide No.TC/G-55/PBDIT/877 dated 13.05.2011

Date of Issue upto: 01.06.2011

Date of Opening: 02.06.2011

S.No	As Per Sanctioned Estimate		Rate Quoted by the Bidders / Contractors					
	Description of Item	Amount	M/S Asad Ayaz & Co		M/S Mukhtiar Ali & Co		M/S Shafi Muhammad	
			Rate Quoted	Amount	Rate Quoted	Amount	Rate Quoted	Amount
1	Cost of Schedule Item	Rs. 642,460	Rs. 642,460	Rs. 642,460	Rs. 642,460	Rs. 642,460	Rs. 642,460	Rs. 642,460
2	Cost of carriage	Rs. 120,389	Rs. -	Rs. -	Rs. -	Rs. -	Rs. -	Rs. -
	Sub Total	Rs. 762,849	Rs. 642,460	Rs. -	Rs. 264,051	Rs. 293,283	Rs. 46.25 % above	Rs. 297,138
3	Cost of non schedule items	Rs. -	Rs. -	Rs. 53,025	Rs. 53,025	Rs. 53,025	Diff: cost of OPC Esc:	Rs. 53,025
4	Add: 20% on schedule items	Rs. 152,570	Rs. -	Rs. -	Rs. -	Rs. -	Diff: cost of SRC Esc:	Rs. -
5	Diff: cost of OPC Cement escalation	Rs. 53,025	Rs. -	Rs. -	Rs. -	Rs. -	Diff: cost of Steel Esc:	Rs. -
6	Diff: cost of SR Cement escalation	Rs. -	Rs. 23,322	Rs. 23,322	Rs. 23,322	Rs. 23,322	Diff: cost of Brick Esc:	Rs. 23,322
7	Diff: cost of Steel escalation	Rs. 23,322	Rs. -	Rs. 4,172	Rs. 4,172	Rs. 4,172	Diff: cost of Wood Esc:	Rs. 4,172
8	Diff: cost of Brick escalation	Rs. -	Rs. -	Rs. -	Rs. -	Rs. -	Diff: cost of Wood Esc:	Rs. -
9	Diff: cost of Wood work escalation	Rs. -	Rs. -	Rs. -	Rs. -	Rs. -	Diff: cost of Wood Esc:	Rs. -
	Total Rs.	995,938	Total Rs.	987,030	Total Rs.	1,016,262	Total Rs.	1,020,117

The rate quoted by M/S Asad Ayaz & Co, Government Contractor @41.10% above on schedule items only found lowest, hence recommended for necessary approval and issue of work order please.

T.C.  
 issued work order  


  
 Divisional Accounts Officer  
 Provincial Buildings Division  
 Thatta



Tel # 0298-920097

No.TC/G-55/PBDT/ 1020  
Office of the Executive Engineer,  
Provincial Buildings Division, Thatta  
Dated: 02-06-2011

To,

Work Order Tender # 35

M/S Asad Ayaz & Co,  
Government Contractor,  
House No.706, Baban Shah Colony, GOR Road, Hyderabad

**Subject:** STRENGTHENING OF DIRECTORATE OF ANIMAL BREEDING AT HYDERABAD & ITS FIELD OFFICES IN SINDH ---- L.P.O. BADIN (EXTERNAL DEVELOPMENT) (ADP NO.49 OF 2010-2011)

**Reference:** Your B-I / B-II tender opened on dated 02.06.2011

Your B-I / B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates, Electrical (Composite) Publication No.45 in-force from 1<sup>st</sup> October 2004, including non-schedule items / rate analysis has been accepted by the competent Authority. The brake up is as under:

Part-A Civil Schedule @ 41.10% above on schedule items only  
(Rupees forty one point one zero percent above) only

- 1/- The amount of Rs. 15703/- includes schedule items, non schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on non schedule items / rates analysis items / offer rates.
- 2/- You are advised to please start the work under the instructions / supervision of the Assistant Engineer, Provincial Buildings Sub Division, Badin within (10) ten days from the issue of this work order.
- 3/- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- 4/- Time allowed for completion of work is (01) one month, which should be strictly adhered too as per clause (2) of the B-I agreement form.
- 5/- Carriage of material will not be paid on any item of work separately.
- 6/- True copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- 7/- Work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- 8/- You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
- 9/- Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.

DA As above

True copy of schedule-B

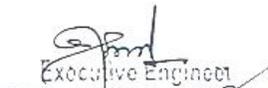
  
Executive Engineer  
Provincial Buildings Division  
Thatta

Copy forwarded with compliments for information to:

- i. The Chief Engineer, Buildings Department, Government of Sindh, Hyderabad.
- ii. The Superintending Engineer, Provincial Buildings Circle, Hyderabad.
- iii. The Assistant Engineer, Provincial Buildings Sub Division, Badin. He should ensure that no extra item and excess quantity over schedule-B is carried out unless specific permission is accorded from the competent Authority. He is also required to report the actual date of start of the work and to submit physical progress in un-ambiguous manner with correct financial consumption accordingly.

There should be no change in the specification / plan / design already approved of the work at later stage. The Contractor's signature on the plan and design must be taken in token of their acceptance. Departure from this will make the Assistant Engineer responsible for the change made if any.

He should also ensure that the individual quantity of the items provided in the estimate / schedule-B do not exceed, failing which he shall be held responsible for violation.

  
Executive Engineer  
Provincial Buildings Division  
Thatta

DETAIL WORKING ESTIMATE FOR  
STRENGTHENING OF ANIMAL BREEDING HYDERABAD  
( CONSTRUCTION OF LPO OFFICE BADIN ) ( EXTERNAL DEVELOPMENT )

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.	
1	Excavation in foundation of buildings bridges & other structure i/c dig belling dressing, refilling around the structure with excavated earth watering and ramming lead upto one chain and lift upto 5' ft. in ordinary soil. (SINO. 18(b)P-05).	1100	Cft	1306.80	% Cft	1,437
2	Filling watering ramming earth in floor with new earth excavated from out side & extra lead 3 miles (SINO. 22 P-5)	32000	Cft	1488.30	% Cft	47,626
3	C.C. brick or stone ballast 1-1/2" gague ratio 1:5:10 (S.I.No. 4 (c) P-16)	1990	Cft	3213.95	% Cft	63,958
4	Pacca brick work in foundation and plinth in cement sand mortar 1:6 ( SINO. 4(f)(c)P-25)	309	Cft	3865.15	% Cft	11,943
5	P/L 3" thick topping c.c. 1:2:4 including surface finishing and dividing into panels. (SINO.16(c) P-47)	3760	Sft	1820.23	% Sft	68,441
6	R.C.C. work including labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid seprately. This rate also include all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface ( i/c screening and washing of shingle) (a) R.C. work in froo slab, beams coloumns rafts lintels and other structural members laid in situ or precast laid in position complete in all respects (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to 1/4" gague. (SINO.6' P-19)	667	Cft	114.00	P.Cft	76,038

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.	
7	Fabrication of mild steel reinforcement for C.C. cutting bending laying in position making joints and fastening including the cost of binding wire also including removal of rust from bars ) (SINO.7(b) P-18) Using Tor Bars.	40.02	Cwt	2772.55	P.Cwt	110,957
8	P/L 1-1/2" thick topping c.c. 1:2:4 including surface finishing and dividing into panels.(SINO.16(b) P-47)	2255	Sft	1115.18	% Sft	25,147
9	Two coats of bitumen laid hot using 34 lbs for % sft over roof and blinded with sand at one Cft per % Sft (SINO.13 P-41)	2255	Sft	431.21	% Sft	9,721
10	Cement plaster 1:6 upto 20' height (b) 1/2" thick. (S.No. 13(b) P-58)	1128	Sft	531.41	% Sft	5,984
11	Cement plaster 1:4 upto 20' height (a) 3/8" thick. (S.I.No. 11(a) P-58)	1128	Sft	536.14	% Sft	6,048
12	C.C.plain 1/c placing compacting finishing & curing complete (1/c screening washing of stone aggregate without shuttering ratio 1:2:4) (SINO. 5(h)P-18).	139	Cft	5941.10	% Cft	8,258
13	Laying white marble flooring fine dressed on the surface without winding set in lime mortar 1:2 1/c rubbing and polishing of the joints (a) 3/4" thick flooring. (S.I.No. 28(a) P-49)	816	Sft	148.06	P.Sft	120,817
14	P/F 3/8" thick marble tiles of approved quality & colour & shade size 8"x4" - 6"x4" in dado skirting & facing removal / tucking of existing plaster surface etc over 1/2" thick base of white cement over mortar base including filling the joints and washing the tiles with white cement slurry, current finishing cleaning and polishing etc complete (S.I.No. 68 P-55)	162	Sft	74.65	P.Sft	12,093
15	Laying floor of approved colour glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2 (S.I.No. 25 P-49)	54	Sft	10443.84	% Sft	5,640

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.
15	Glazed tiles dado 1/4" thick laid in pigment over 1:2 cement sand mortar 3/4" thick including finishing. (S.I.No. 38 P-50)	207	Sft 10719.12	% Sft	22,189
17	P/F iron steel grill using soled squar bars of size 1/2"x1/2" placed at 4" and frame of slate iron patti of 3/4"x3/4" i/c circle shape at 1-0 a part equivalent fitted with screws and pins i/c painting 3 coats with 1st. Coat of red oxide paint etc (SINO.30 P-98)	165	Sft 123.91	P.Sft	20,445
18	P/L tiles HALA or pattern tiles glazed 6"x6"x1/2" on floor or wall facing in required floor and pattern of tiles specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc complete i/c cutting tiles to proper profile. (SINO.61 P-53)	84	Sft 17091.69	% Sft	14,357

Total Rs. 631,112

Add Diff: cost of Cement 1055/- P.Bag	563	Bags	105	Rs.	59,115
Add diff: cost of steel at Rs.23000.00 P.Ton	2	Tons	23000	Rs.	46,000
Add Diff: cost of bricks at Rs.1000.00 %Nos.	4172	Nos.	1000	Rs.	4,172
				Total Rs.	740,400

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 Executive Engineer  
 Provincial Buildings Division  
 Thatta

W. 3041

FORM B-1

PUBLIC WORKS DEPARTMENT

Provincial Buildings Division Hyderabad  
Provincial Buildings Division Thatta

G.R. P.W.D. Nos. 7938 of 6-4-35  
56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.  
and M. Deptt. No. 383-1/37 of 9-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-39.  
G.R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44. 654-W of 22-2-39  
12-10-44, and 2-5-44, 65-W 1038/11-1 of  
28-3-49, 47-W 2 of 12-12-50.

Strengthening of Animal  
at L.P.O. Station.  
External Development

M/s. Asad Ayaz & Co.

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form hung up in the office of the Engineer.



out, as well as the date for allowed for carrying out the deposited with the tender, and d by the successful tenderers bills. It will also state whe- es and ground rents will be nd drawings and estimated ulred in connection with the for the purpose of identifi- contractors at the office of

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

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

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

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

Executive Engineer  
Provincial Buildings Division  
Thatta

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so far as applicable, and in default thereof to forfeit and pay to Govern- ment the sums of money mentioned in the said conditions.

Receipt No. 0139568 dated 30-05-31 NIB Bank US : Construction Hydrabad. from Government Treasury or sub-Treasury at in respect of the sum of Rs. 2000/- is herewith forwarded representing the earnest money [(a) the full value of

which is to be absolutely forfeited to Government should I not deposit We

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 2000/- shall be retained by Government on account of such security deposits as aforesaid, or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].\*\*

Dated the 05th Mullah Ali Day of 199

(Witnesses \*\*\*) Saleem Contractor Makh Malik

(Address) Ahmed Nali @ 41-101 above Barpore

(Occupation) as Justice Court - 2nd floor above

Family Card No. 9370303

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

Executive Engineer Provincial Buildings Division Thatta

Division (or his duly authorized Assistant)

Dated the day of 199

Condition of Contract

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

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

Signature of contractor

Signature of Executive Engineer Provincial Buildings Division Thatta

\*Amount to be specified in words and figures

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

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

\*\*Signature of contractor before submission of tender

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

Signature of the officers by whom accepted.

security deposits.

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

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

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

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

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

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

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

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

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

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Executive Engineer  
Provincial Buildings Division  
Thatta

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

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

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

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

Bill to be submitted frequently.

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

Bills to be on printed forms.

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

Materials supplied by Government

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

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

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*[Handwritten signature]*  
Executive Engineer  
Provincial Buildings Division  
Thana

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

Contractor to supply plant, ladders, scaffolding, etc.

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

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Executive Engineer  
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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 contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Supdtg. Enginee to be final.

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

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

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

Lump sums in estimates, or in question, or in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

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

Action where no specification.

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Executive Engineer  
Provincial Buildings Division  
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**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 or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M.L.A.'S for bidden.

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

Payment of Sale Tax.

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

Interest or share Government servant in the work.

**Clause 51.**—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

**Clause 52.** "If any question, difference or objection whatsoever 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 either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or 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."

*[Handwritten signature]*

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

Divisional Accounts Officer  
 Provincial Buildings Division

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

Executive Engineer,  
 Provincial Buildings Division

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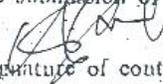
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SCHEDULE A

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

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery	Item No.
	Units	Rs	Ps.		
					

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

  
(Signature of contractor)

  
(Signature of Executive Engineer)  
Provincial Engineer  
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No  
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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

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

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

Refund of quarry fees and royalties.

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

Compensation under the Workmen's Compensation Act.

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

Claim for quantities entered in the tender or estimate.

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

Employment of famine etc. labour.

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

Claim for compensation for delay in starting the work.

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

Claim for Compensation for delay in execution of work.

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

Entering up on commencing any portion of work.

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

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

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

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

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

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

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

Pakistani Timbers to be used.

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



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

Alterations in app-  
lication and de-  
signs not to in-  
validate contracts.

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Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at <sup>(91.12)</sup> percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereintofore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any  
payment or com-  
pensation for alter-  
ation into res-  
toration of work.

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

Time limit for  
unforeseen claims.

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

Action and com-  
pensation payable  
in case of bad  
work.

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

*Handwritten signature: J. P. S. S. S.*  
Executive Engineer  
Provincial Buildings Division  
Thatta



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

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

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of the work by	of the time
—do—	—do—
—do—	—do—

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

The following proportions will usually be found suitable:—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work ... 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work ... 1/104/108/10 do do.

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

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

Action when whole of security deposit is forfeited.

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

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

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

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*Signature*  
Executive Engineer  
Provincial Buildings Division  
Thatta

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

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

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

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

Tender for Works

\*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at 41.10% above

percent ~~below~~/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of 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.

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Memorandum

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

(a) General description Strengthening of Directorate of Animal

(b) Estimated cost

Breeding in Sindh at L.P.O. Boda - Estimated 3 months - Rs 1000000/-

(c) Earnest money

Rs. 20000/-

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 315 and 316 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs 60000/-

(d) This deposit shall be in accordance with paras 315 and 316 A of the P.W.D. Manual.

(e) Percentage, if any, to be deducted from bills— (Rupees 61 ) percent.

Rs 40000/-

(e) This percentage where no security deposit is taken, will vary from 3 percent to 10 percent according to the requirements of the contract, where security deposit is taken See note to Clause of a conditions of contract.

(f) Time allowed for the work from date of written order to commence 01 months.

months.

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

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

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Executive Engineer  
Provincial Buildings Division  
Thatta

DETAIL WORKING ESTIMATE FOR  
STRENGTHENING OF ANIMAL BREEDING HYDERABAD  
( CONSTRUCTION OF LPO OFFICE BADIN ) ( EXTERNAL DEVELOPMENT )

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.	
1	Excavation in foundation of buildings bridges & other structure i/c dag belling dressing, refilling around the structure with excavated earth watering and ramming lead upto one chain and lift upto 5' ft: in ordinary soil (SINO. 18(b)P-05).	1100	Cft	1306.80	% Cft	1,437
2	Filling watering ramming earth in floor with new earth excavated from out side & extra lead 3 miles (SINO. 22 P-5)	32000	Cft	1488.30	% Cft	47,626
3	C.C. brick or stone ballast 1-1/2" gague ratio 1:5:10 (S.I.No. 4(c) P-16)	1990	Cft	3213.95	% Cft	63,958
4	Pacca brick work in foundation and plinth in cement sand mortar 1:6 (SINO. 4(i)(c)P-25)	309	Cft	3865.15	% Cft	11,943
5	P/L 3" thick topping c.c. 1:2:4 including surface finishing and dividing into panels. (SINO.16(c) P-47)	3760	Sft	1820.23	% Sft	68,441
6	R.C.C. work including labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid seprately. This rate also include all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface ( i/c screening and washing of shingle) (a) R.C. work in froo slab, beams coloumns rafts lintels and other structural members laid in situ or precast laid in position complete in all respects (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4 cft shingle 1/8" to 1/4" gague. (SINO.6' P-19)	667	Cft	114.00	P.Cft	76,038



Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.	
7	Fabrication of mild steel reinforcement for C.C. cutting bending laying in position making joints and fastening including the cost of binding wire also including removal of rust from bars ) (SINO.7(b) P-18) Using Tor Bars.	40.02	Cwt	2772.55	P.Cwt	110,957
8	P/L 1-1/2" thick topping c.c. 1:2:4 including surface finishing and dividing into panels.(SINO.16(b) P-47)	2255	Sft	1115.18	% Sft	25,147
9	Two coats of bitumen laid hot using 34 lbs for % sft over roof and blinded with sand at one Cft per % Sft (SINO.13 P-41)	2255	Sft	431.21	% Sft	9,724
10	Cement plaster 1:6 upto 20' height (b) 1/2" thick. (S.I.No. 13(b) P-58)	1128	Sft	531.41	% Sft	5,994
11	Cement plaster 1:4 upto 20' height (a) 3/8" thick. (S.I.No. 11(a) P-58)	1128	Sft	536.14	% Sft	6,048
12	C.C.plain 1/c placing compacting finishing & curring complete (1/c screening washing of stone aggregate without shuttering ratio 1:2:4) (SINO. 5(h)P-18).	139	Cft	5941.10	% Cft	8,258
13	Laying white marble flooring fine dressed on the surface without winding set in lime mortar 1:2 1/c rubbing and polishing of the joints (a) 3/4" thick flooring. (S.I.No. 28(a) P-49)	816	Sft	148.06	P.Sft	120,817
14	P/F 3/8" thick marble tiles of approved quality & colour & shade size 8"x4" - 6"x4" in dado skirting & facing removal / tucking of existing plaster surface etc over 1/2" thick base of white cement over mortar base including filling the joints and washing the tiles with white cement slurry, current finishing cleaning and polishing etc complete (S.I.No. 68 P-55)	162	Sft	74.65	P.Sft	12,093
15	Laying floor of approved colour glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2 (S.I.No. 25 P-49)	54	Sft	10443.84	% Sft	5,640



Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.
16	Glazed tiles dado 1/4" thick laid in pigment over 1:2 cement sand mortar 3/4" thick including finishing. (S.I.No. 38 P-50)	207	Sft 10719.12	% Sft	22,189
17	P/F iron steel grill using soled squar bars of size 1/2"x1/2" placed at 4" and frame of slate iron patti of 3/4"x3/4" i/c circle shape at 1-0 a part equivalent fitted with screws pins i/c painting 3 coats with 1st. Coat of red oxide paint etc (SINO.30 P-98)	165	Sft 123.91	P.Sft	20,445
18	P/L tiles HALA or pattern tiles glazed 6"x6"x1/2" on floor or wall facing in required floor and pattern of TILES specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc complete i/c cutting tiles to proper profile. (SINO.61 P-53)	84	Sft 17091.69	% Sft	14,357

Total Rs. 631,112

Add Diff: cost of Cement-1055/- P.Bag	563	Bags	105	Rs.	59,115
Add diff: cost of steel at Rs.23000.00 P.Ton	2	Tons	23000	Rs.	46,000
Add Diff: cost of bricks at Rs.1000.00 %ONos.	4172	Nos.	1000	Rs.	4,172

Total Rs. 740,409

*K. Indhi*

*[Handwritten Signature]*

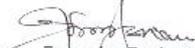
*[Handwritten Signature]*  
 Executive Engineer  
 Provincial Buildings Division  
 Thatta

# Bid Evaluation Report

NIT No.TC/G-55/PBDT/ 877 dated 13.05.2011  
Provincial Buildings Division, Thatta

1	Name of Procuring Agency	Executive Engineer, Provincial Buildings Division, Thatta				
2	Tender Reference No.	NIT No.TC/G-55/PBDT/ 877 dated 13.05.2011				
3	Tender Description / Name of work / item	ADP No.72 of 2010-2011 Strengthening & Improvement of Fish & Shrimp Hatcheries in Sindh at Badin (Watch Tower & Shed)				
4	Method of Procurement	Single Stage - One Envelope				
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	SPPRA Serial No.8654 (4269/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules				
6	Total Bid documents sold	03 Nos.				
7	Total Bid Received	03 Nos.				
8	Technical Bid Opening date (if applicable) (Provide details in separate form)	N.A				
9	No. of Bid technically qualified (if applicable)	03 Nos.				
10	Bid(s) Rejected	Nil				
11	Financial Bid Opening date:	02.06.2011				
12	Bid Evaluation Report					
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
1	2	3	4	5	6	7
1	M/S Muhammad Sameer	970,696	1st	within estimated cost	1st lowest	Accepted
2	M/S Mukhtiar Ali & Co	981,410	2nd			Highest
3	M/S Shafi Muhammad	991,659	3rd			Highest

  
 Divisional Accounts Officer  
 Provincial Buildings Division  
 Thatta

  
 Executive Engineer  
 Provincial Buildings Division  
 Thatta

# Sindh Public Procurement Regulatory Authority

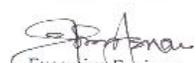
## Contract Evaluation Form

To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department, Government of Sindh
2	Provincial / Local Government / Other	Provincial
3	Title of Contract	ADP No.72 of 2010-2011 Strengthening & Improvement of Fish & Shrimp Hatcheries in Sindh at Badin (Watch Tower & Shed)
4	Tender Number	NIT No.TC/G-55/PBDT/ 877 dated 13.05.2011
5	Brief Description of Contract	ADP No.72 of 2010-2011 Strengthening & Improvement of Fish & Shrimp Hatcheries in Sindh at Badin (Watch Tower & Shed)
6	Forum that Approved the Scheme	Administrative Approval issued vide Livestock & Fisheries Department No.RO/L&F/2(9)PDWP-58/07 Karachi dated 02.10.2007
7	Tender Estimated Value	Rs.1,000,000/-
8	Engineer's Estimate (for civil works only)	Rs.970,900/-
9	Estimated completion period (as per contract)	01 month
10	Tender opening on (Date & Time)	02.06.2011 2.00pm
11	Number of tender documents sold (attached list of buyers)	03 Nos (as per comparative statement)
12	Number of Bid received	03 Nos (as per comparative statement)
13	Number of Bidders present at the time of opening of Bids	10 Nos.
14	Bid Evaluation Report (enclose a copy)	copy enclosed
15	Name and Address of the successful Bidder	M/S Muhammad Sameer Government Contractor Bungalow No.61, Al-Abbas Housing Society, Near New Wahdat Colony, Qasimabad, Hyderabad
16	Contract award price	Rs.970,696/-
17	Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid)	1st lowest
18	Method of Procurement used (Tick one)	
a	Single Stage - One Envelope Procedure	Domestic / Local
b	Single Stage - Two Envelope Procedure	
c	Two Stage Bidding Procedure	
d	Two Stage - Two Envelope Bidding Procedure	
	Please specify if any other method of procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons	
19	Approving Authority for award of contract	Executive Engineer, Provincial Buildings Division, Thatta
20	Whether the Procurement was included in Annual Procurement Plan ?	Not Prepared

21	Advertisement :	
	i. SPPRA Website (if yes, give date and SPPRA identification No.)	SPPRA Serial No.8654 (4269/2011)
	ii. News Papers (if yes, give names of news papers and dates)	SPPRA Serial No.8654 (4269/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules
22	Nature of Contract	Domestic / Local
23	Whether qualification Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
24	Whether Bid Evaluation Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
25	Whether approval of competent authority was obtained for using method other than open competitive bidding ?	N.A
26	Was Bid Security obtained from all the Bidders ?	Yes
27	Whether the successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case of Consultancies)	N.A
28	Whether the successful Bidder was Technically complaint ?	Yes
29	Whether Names of the Bidders and their quoted prices were read out at the time of opening of Bids ?	Yes
30	Whether Evaluation Report given to Bidders before the award of contract ? (attached copy of the Bid Evaluation Report)	Yes
31	Any complaints received (if yes, result thereof)	NO
32	Any Deviation from specifications given in the tender notice / documents (if yes, give details)	NO
33	Was the extension made in response time ? (if yes, give reasons)	NO
34	Deviation from Qualification Criteria (if yes, given detailed reasons)	NO
35	Was it assured by the Procuring Agency that the selected firm is not black listed ?	Yes
36	Was a visit by any Officer / Official of the Procuring Agency to the Supplier's premises in connection with the Procurement ? If so, details to be ascertained regarding financing of visit, if abroad: (if yes, enclose a copy)	N.A
37	Were proper safeguards provided on Mobilization Advance payment in the contract (Bank Guarantee etc) ?	N.A
38	Special conditions, if any (if yes, give brief description)	N.A
39	Date of award of contract	02.06.2011

  
 Divisional Accounts Officer  
 Provincial Buildings Division  
 Thatta

  
 Executive Engineer  
 Provincial Buildings Division  
 Thatta

## Comparative Statement

Strengthening & Improvement of Fish & Shrimp Hatcheries in Sindh at Badin (Construction of Watch Tower & Shed) (ADP No.72 of 2010-2011)  
 Technical sanction accorded vide No.DB/TS/288 Thatta dated 21.05.2011 for Rs.970,900/-  
 Tender invited vide No.TC/G-55/PBDT/877 dated 13.05.2011

Date of Issue upto: 01.06.2011

Date of Opening: 02.08.2011

S.No	As Per Sanctioned Estimate		Rate Quoted by the Bidders / Contractors					
	Description of Item	Amount	M/S Muhammad Sameer		M/S Mukhtiar Ali & Co		M/S Shafi Muhammad	
			Rate Quoted	Amount	Rate Quoted	Amount	Rate Quoted	Amount
1	2	3						
1	Cost of Schedule Item	Rs. 232,921	Cost of S. Item	Rs. 232,921	Cost of S. Item	Rs. 232,921	Cost of S. Item	Rs. 232,921
2	Cost of carriage	Rs. 50,630	Cost of N. S. Item	Rs. 499,800	Cost of N. S. Item	Rs. 499,800	Cost of N. S. Item	Rs. 499,800
	Sub Total	Rs. 283,551	46.00 % above	Rs. 107,144	50.60 % above	Rs. 117,858	55.00 % above	Rs. 128,107
3	Cost of non schedule items	Rs. 499,800	Diff: cost of OPC Esc:	Rs. 25,095	Diff: cost of OPC Esc:	Rs. 25,095	Diff: cost of OPC Esc:	Rs. 25,095
4	Add: 20% on schedule items	Rs. 56,710	Diff: cost of SRC Esc:	Rs. -	Diff: cost of SRC Esc:	Rs. -	Diff: cost of SRC Esc:	Rs. -
5	Diff: cost of OPC Cement escalation	Rs. 25,095	Diff: cost of Steel Esc:	Rs. 27,968	Diff: cost of Steel Esc:	Rs. 27,968	Diff: cost of Steel Esc:	Rs. 27,968
6	Diff: cost of SR Cement escalation	Rs. -	Diff: cost of Brick Esc:	Rs. 70,880	Diff: cost of Brick Esc:	Rs. 70,880	Diff: cost of Brick Esc:	Rs. 70,880
7	Diff: cost of Steel escalation	Rs. 27,968	Diff: cost of Wood Esc:	Rs. 6,888	Diff: cost of Wood Esc:	Rs. 6,888	Diff: cost of Wood Esc:	Rs. 6,888
8	Diff: cost of Brick escalation	Rs. 70,880						
9	Diff: cost of Wood work escalation	Rs. 6,888						
	Total Rs.	970,892		Total Rs. 970,696		Total Rs. 981,410		Total Rs. 991,659
	Say Rs.	970,900						

The rate quoted by M/S Muhammad Sameer, Government Contractor @46.00% above on schedule items only found lowest, hence recommended for necessary approval and issue of work order please.

  
 M/S Muhammad Sameer  
 Government Contractor

  
 M/S Shafi Muhammad  
 Provincial Buildings Division  
 Thatta



Tel # 0298-920097

No.TC/G-55/PBDT/ 1021  
Office of the Executive Engineer,  
Provincial Buildings Division, Thatta  
Dated: 02-06-2011

To,

Work Order Tender # 36

M/S Muhammad Sameer,  
Government Contractor,  
Bungalow No.61, Al-Abbas Housing Society,  
Near New Wahadat Colony, Qasimabad, Hyderabad

Subject: STRENGTHENING & IMPROVEMENT OF FISH & SHRIMP HATCHERIES IN SINDH AT BADIN  
(CONSTRUCTION OF WATCH TOWER & SHED) (ADP NO.72 OF 2010-2011)

Reference: Your B-I / B-II tender opened on dated 02.06.2011

Your B-I / B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates, Electrical (Composite) Publication No.45 in-force from 1<sup>st</sup> October 2004, including non-schedule items / rate analysis has been accepted by the competent Authority. The break up is as under:

Part-A Civil Schedule @ 46.00% above on schedule items only  
(Rupees forty six point zero percent above) only

- 1/- The amount of Rs.970,696/- includes schedule items, non schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on non schedule items / rates analysis items / offer rates.
- 2/- You are advised to please start the work under the instructions / supervision of the Assistant Engineer, Provincial Buildings Sub Division, Badin within (10) ten days from the issue of this work order.
- 3/- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- 4/- Time allowed for completion of work is (01) one month, which should be strictly adhered too as per clause (2) of the B-1 agreement form.
- 5/- Carriage of material will not be paid on any item of work separately.
- 6/- True copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- 7/- Work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- 8/- You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
- 9/- Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.

DA As above  
True copy of schedule-B

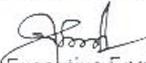
  
Executive Engineer  
Provincial Buildings Division  
Thatta

Copy forwarded with compliments for information to:

- i. The Chief Engineer, Buildings Department, Government of Sindh, Hyderabad.
- ii. The Superintending Engineer, Provincial Buildings Circle, Hyderabad.
- iii. The Assistant Engineer, Provincial Buildings Sub Division, Badin. He should ensure that no extra item and excess quantity over schedule-B is carried out unless specific permission is accorded from the competent Authority. He is also required to report the actual date of start of the work and to submit physical progress in un-ambiguous manner with correct financial consumption accordingly.

There should be no change in the specification / plan / design already approved of the work at later stage. The Contractor's signature on the plan and design must be taken in token of their acceptance. Departure from this will make the Assistant Engineer responsible for the change made if any.

He should also ensure that the individual quantity of the items provided in the estimate / schedule-B do not exceed, failing which he shall be held responsible for violation.

  
Executive Engineer  
Provincial Buildings Division  
Thatta

DETAIL WORKING ESTIMATE FOR  
Strengthening and Improvement of Fish and Shrimp Hatchery in Sindh at Badin  
[ Watch Tower and Shade ]

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.
II	<u>PART (A) CIVIL WORK.</u>				
I	<u>FOUNDATION</u>				
1	Excavation in foundation of buildings bridges & other structure 1/c dag; belling dressing refilling around the structure with excavated earth watering and ramming lead upto one chain and lift upto 5' ft: in ordinary soil (SINO. 18(b)P-05).	398	Cft	1306.80	% Cft 520
2	Centrat concret brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8. (SINO. 4(b)P-16)	148	Cft	3584.10	% Cft 5,304
3	Fabrication of mild steel reinforcement for C.C. cutting bending laying in position making joints and fastening including the cost of binding wire also including removal of rust from bars ) (SINO.7(a) P-18) Using Tor Bars.	24,313	Cwt	2772.55	P.Cwt 67,409
6	R.C.C. work including labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid seprectly. This rate also include all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface ( 1/c screening and washing of shingle) (a) R.C. work in froo slab, beams coloumns rafts lintels and other structural members laid in situ or precast laid in position complete in all respects (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4'-cft-shingle 1/8" to 1/4" gauge. (SINO.6 P-19)	880	Cft	114.00	P.Cft 100,320
5	Pacca brick work in foundation and plinth in cement sand mortar 1:6 ( SINO. 4(l)(c)P-25)	96	Cft	3865.15	% Cft 3,711
6	Pacca brick work in Ground Floor in cement sand mortar 1:6 ( SINO. 5 ( c ) P-25).	429	Cft	4246.30	% Cft 18,217
7	Cement plaster 1:6 upto 20' height 1/2" thick. (S.I.No. 13 (b) P-58)	1485	Sft	531.41	% Sft 7,891

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.
8	Cement plaster 1:4 upto 20' height 3/8" thick.(S.No.11(a)P-58)	1485	Sft	536.14	% Sft 7,962
9	Filling watering ramming earth in floor with foundation lead upto one chain and lift upto 5' ft: (SINO. 21 P-5)	133	Cft	641.30	%0 Cft 85
10	Filling watering ramming earth in floor with new earth excavated from out side & extra lead 3 miles (SINO. 22 P-5)	367	Cft	5602.10	%0 Cft 2,056
11	C.C. brick or stone ballast 1-1/2" gague ratio 1:5:10 (S. No. 4(c) P-16)	50	Cft	3213.95	% Cft 1,607
12	Distempering 2 coats with 1st coat over primary coat (3 coats) (S.I.No.24(n) P-60)	1485	Sft	263.51	% Sft 3,913
13	P/F G.I. Frame / Chowkats of size 7"x2" or 4-1/2"x3" for Door using 20 gague G.I.sheet including welded hinges and fixing at site with necessary holds fasts filling with cement sand slurry or ratio 1:6 and repairing the jambs the cost also including all carriage tolls and plants used in making and fixing. (S.I.No. 29 P-98)	17	Rft	113.37	P.Rft 1,927
14	First Class deodar wood wrough joinery in Doors & Windows etc fixed in position including chowkats hold fasts hinges aldrops iron tower bolts chocks cleats handles & cords with hooks etc. Deodar panelled or panelled and glazed or fully glazed 1-3/4" thick. (S.I.No. 7(b)P-65) (Without Chowkats).	25	Sft	228.38	P.Sft 5,710
15	P/L cement concrete toppig 1:2:4 including surface finishing and dividing into pannels (S.I.No. 18(b,c) P-43) 3" thick topping	100	Sft	1820.23	% Sft 1,820
16	P/L 1-1/2" thick topping c.c. 1:2:4 including surface finishing and dividing into panels.(SINO.16(b) P-47)	289	Sft	1115.18	% Sft 3,223

SGP (Khp.) D. No. 105-11-94-50,000 L.F. of 8 ls. each.

P.W.D. 287  
R. 29201

FORM B-1

G. R. P. W. D. Nos. 7938 of 6-4-35  
55-1 of 8-6-36, 1954-W of 27-9-37, G.C.M.P.  
and M. Deptt. No. 383-4/37 of 9-11-37  
(P. W. D.) No. 1-173, 2-W of 22-2-30,  
G. R. (P. W. D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 654-W of 22-2-39  
12-10-44, and 2-3-44, 65-W 1038/11-1 of  
28-3-49, 2-17-W 2 of 12-12-50.

PUBLIC WORKS DEPARTMENT  
P.W.D. Circle Hyderabad  
P.W.D. Division Thatta

M/s Muhammad Sameer  
Work order No. T/455/P.W.D./1081  
dated 02.06.2011

Percentage Rate, Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

PAKISTAN  
PAKISTAN  
PAKISTAN  
PAKISTAN  
PAKISTAN

2000R  
500R  
200R  
200R  
200R

SPECIAL ADHESIVE  
SPECIAL ADHESIVE  
SPECIAL ADHESIVE  
SPECIAL ADHESIVE  
SPECIAL ADHESIVE

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

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

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

5. The Executive Engineer or his duly authorised Assistant shall open tenders, in the presence of contractors who have submitted tenders, or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

*[Signature]*  
Contractor

*[Signature]*  
Executive Engineer  
Provincial Buildings Division  
Thatta

on-hall live  
of ates be-has ave  
ling nce  
rim  
da, ark in  
an- es- ing m- the as

SD-2338124 dated 30.05.2011  
ABL Casuarina, Hyderabad

is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should I not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1(A) of the said conditions, otherwise the said sum of Rs. 20,000/- shall be retained by Government on account of such security deposits as aforesaid; or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].\*\*

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199  
(Witnesses) M/S Yakub Aji & Co  
(Address) Govt. Cantt. Hyderabad  
(Occupation) Falehi Hyderabad

The above tender is hereby accepted by me on behalf of the Governor of Sind. Approved by the Executive Engineer, Division (or his duly authorized Assistant)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199  
Executive Engineer  
Provincial Buildings Division  
Hyderabad

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

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

M Contractor

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

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

\*Signature of the officers by whom accepted.

security deposits.

M Contractor

M Contractor

Executive Engineer  
Provincial Buildings Division  
Hyderabad



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...any such payment be considered  
as an admission of the due performance of the contract or any part thereof  
in any respect or the accruing of any claim; nor shall it conclude, determine;  
or effect in any other way the powers of the Engineer-in-charge as to the  
final settlement and adjustment of the accounts or otherwise, or in any way  
vary or effect the contract. The final Bill shall be submitted by the contractor  
within one month of the date fixed for the completion of the work otherwise  
Engineer-in-charge's certificate of the measurements and of the total amount  
payable for the works shall be final and binding on all parties.

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

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

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Contractor

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

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

Works to be op-  
ed to inspectio

Contractor or  
responsible agent  
to be present.

Clause 19.—The contractor shall give not less than five days notice in  
writing to the Engineer-in-charge or his subordinate-in-charge of the work  
before covering up or otherwise placing beyond the reach of measurement  
any work in order that the same may be measured, and correct dimensions  
thereof taken before the same is so covered up or placed beyond the reach  
of measurement, and shall not cover up or place beyond the reach of measu-  
rement 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 contrac-  
tor's expense, and in default thereof no payment or allowance shall be made  
for such work, or for the materials with which the same was executed.

Notice to be  
given before work  
is covered up.

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

Contractor is li-  
able for damage  
done, and for im-  
perfections for  
three months after  
certificate.

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

Contractor to su-  
ply plant, ladders  
scaffolding, etc.

*M. J. Joe*

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Provincial Engineer's Division  
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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 reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

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

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superint. Engineer to be final.

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

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

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

Lump sums in estimate, to be paid in accordance with estimate.

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

Action where no specification.

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the currency of the contract, no claim shall be preferable against Government on 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 carting of materials by vehicles having pneumatic tyres.

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

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

Clause 49.--I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1943, 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 in the work.

Clause--51.--The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.--"If any question, difference or objection whatsoever 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 either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer (Irrigation) Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

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

Divisional Accounts Officer  
 Provincial Accounts Division  
 Thatta

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

Contractor

Executive Engineer,  
 Provincial Accounts Division  
 Thatta

Procedure of acceptance of tenders when tendered rates are same.

Recovery of dues from contractor as arrears of Land Revenue.

Partnership of M.L.A'S for bidden.

Payment of Sale Tax.

Interest or share Government servant in the work

  
 Contractor

  
 Contractor

DETAIL WORKING ESTIMATE FOR  
Strengthening and Improvement of Fish and Shrimp Hatchery in Sindh at Badin  
[ Watch Tower and Shade ]

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.
I)	<u>PART (A) CIVIL WORK.</u>				
I	<u>FOUNDATION</u>				
1	Excavation in foundation of buildings bridges & other structure I/c dag belling dressing refilling arround the structure with excvated earth watering and ramming lead upto one chain and lift upto 5' ft: in ordinary soil (SINO. 18(b)P-05).	398	Cft	1306.80	% Cft 520
2	Cement concrel brick or stone ballast 1-1/2" to 2" gauge ratio 1:4:8. (SINO. 4(b)P-16)	148	Cft	3584.10	% Cft 5,304
3	Fabrication of mild steel reinforcement for C.C. cutting bending laying in position making joints and fastening including the cost of binding wire also including removal of rust from bars ) (SINO.7(a) P-18) Using Tor Bars.	24.313	Cwt	2772.55	P.Cwt 67,409
6	R.C.C. work including labour and material except the cost of steel reinforcedment and its labour for bending and binding which will be paid sepretey. This rate also include all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface ( i/c screening and washing of shingle) (a) R.C. work in froo slab, beams coloumns rafts lintels and other structural members laid in situ or precast laid in position complete in all respects (i) Ratio 1:2:4 90 lbs cement 2 cft sand 4-cft-shingle 1/8" to 1/4" gauge. (SINO.6 P-19)	880	Cft	114.00	P.Cft 100,320
5	Pacca brick work in foundation and plinth in cement sand mortar 1:6 ( SINO. 4(l)(c)P-25)	96	Cft	3865.15	% Cft 3,711
6	Pacca brick work in Ground Floor in cement sand mortar 1:6 ( SINO. 5 ( c ) P-25).	429	Cft	4246.30	% Cft 18,217
7	Cement plaster 1:6 upto 20' height 1/2" thick. (S.I.No. 13 (b) P-58 )	1485	Sft	531.41	% Sft 7,891

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.
8	Cement plaster 1:4 upto 20' height 3/8" thick.(SINO.11(a)P-58)	1485	Sft	536.14	% Sft 7,962
9	Filling watering ramming earth in floor with foundation lead upto one chain and lift upto 5' ft. (SINO. 21 P-5)	133	Cft	641.30	%0 Cft 85
10	Filling watering ramming earth in floor with new earth excavated from out side & extra lead 3 miles (SINO. 22 P-5)	367	Cft	5602.10	%0 Cft 2,056
11	C.C. brick or stone ballast 1-1/2" gague ratio 1:5:10 (S.I.No. 4(c) P-16)	50	Cft	3213.95	% Cft 1,607
12	Distemping 2 coats with 1st coat over primary coat (3 coats) ( S.I.No.24(a) P-60)	1485	Sft	263.51	% Sft 3,913
13	P/F G.I. Frame / Chowkats of size 7"x2" or 4-1/2"x3" for Door using 20 gague G.I.sheet including welded hinges and fixing at site with necessary holds fasts filling with cement sand slurry or ratio 1:6 and repairing the jambs the cost also including all carriage tolls and plants used in making and fixing . (S.I.No. 29 P-98)	17	Rft	113.37	P.Rft 1,927
14	First Class deodar wood wrough joinery in Doors & Windows etc fixed in position including chowkats hold fasts hinges aldrops iron tower bolts chocks cleats handles & cords with hooks etc. Deodar panelled or panelled and glazed or fully glazed 1-3/4" thick. (S.I.No. 7(b)P-65) (Without Chowkats).	25	Sft	228.38	P.Sft 5,710
15	P/L cement concrete toppig 1:2:4 including surface finishing and dividing into pannels (S.I.No. 18(b,c) P-43) 3" thick topping	100	Sft	1820.23	% Sft 1,820
16	P/L 1-1/2" thick topping c.c. 1:2:4 including surface finishing and dividing into panels.(SINO.16(b) P-47)	289	Sft	1115.18	% Sft 3,223

Sr. No.	Name of Item.	Quantity	Rate	Unit	Amount.	
17	Two coats of bitumen laid hot using 34 lbs for % sft over roof and blinded with sand at one Cft per % Sft (SINO.13 P-41)	289	Sft	431.21	% Sft	1,246
				Total	Rs.	232,921
	Add diff: cost of cement at Rs. 105/- Per Bag.	239	bags	105	Rs.	25095
	Add diff: cost of bricks . at Rs. 1000/- %0 Nos.	7088	Nos	1000	Rs.	70880
	Add diff: cost of steel at Rs.23000/- P. Ton.	1.216	Tons	23000	Rs.	27968
	Add diff: cost of wood @ Rs.1900.00 P.Cft(25x0.145=	28.625	Cft	1900	Rs.	54387.5

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PART ( B ) SHADE

Non-Schedule Items

1	Supplying and fixing Fiber Glass shade etc complete.	833	Sft	600.00	P.Sft	499,800
				Total of Shade	Rs.	499,800

  
Executive Engineer  
Provincial Buildings Division  
Thatta

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1. Name of the person

2. Address

3. Date of birth

4. Occupation

5. Signature

6. Stamp

7. Remarks

8. Date

9. Place

10. Authority

11. Signature

12. Stamp

13. Remarks

14. Date

15. Place

16. Authority

17. Signature

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19. Remarks

20. Date

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22. Authority

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27. Place

28. Authority

29. Signature

30. Stamp

31. Remarks

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34. Authority

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37. Remarks

38. Date

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58. Authority

59. Signature

60. Stamp

61. Remarks

62. Date

63. Place

64. Authority

65. Signature

66. Stamp

67. Remarks

68. Date

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70. Authority

71. Signature

72. Stamp

73. Remarks

74. Date

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76. Authority

77. Signature

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79. Remarks

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100. Authority

101. Signature

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103. Remarks

104. Date

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161. Signature

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163. Remarks

164. Date

165. Place

166. Authority

167. Signature

168. Stamp

169. Remarks

170. Date

171. Place

172. Authority

173. Signature

174. Stamp

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. It is essential to ensure that all entries are supported by appropriate documentation and receipts.

3. Regular audits should be conducted to verify the accuracy of the records and identify any discrepancies.

4. The second part of the document outlines the procedures for handling cash and credit transactions.

5. All cash receipts should be recorded immediately and deposited in a secure bank account.

6. Credit sales should be recorded at the time of sale, and the corresponding receivable should be tracked.

7. The third part of the document provides guidelines for managing inventory and stock levels.

8. Inventory should be counted regularly to ensure that the recorded quantities match the actual stock on hand.

9. The fourth part of the document discusses the importance of maintaining accurate financial statements.

10. These statements should be prepared on a regular basis and reviewed by management to assess the company's financial health.

11. The fifth part of the document outlines the procedures for handling customer complaints and returns.

12. All complaints should be addressed promptly and fairly to maintain customer satisfaction.

13. The sixth part of the document discusses the importance of maintaining accurate tax records.

14. All tax-related transactions should be recorded accurately and reported to the appropriate authorities.

15. The seventh part of the document outlines the procedures for handling employee payroll and benefits.

16. All payroll transactions should be recorded accurately and paid on time to employees.

17. The eighth part of the document discusses the importance of maintaining accurate financial statements.

18. These statements should be prepared on a regular basis and reviewed by management to assess the company's financial health.

19. The ninth part of the document outlines the procedures for handling customer complaints and returns.

20. All complaints should be addressed promptly and fairly to maintain customer satisfaction.

21. The tenth part of the document discusses the importance of maintaining accurate tax records.

1. Introduction

The purpose of this report is to analyze the data collected from the experiment and to determine the relationship between the variables.

2. Methodology

2.1 Experimental Setup

2.1.1 Equipment

The experiment was conducted using the following equipment: a digital scale, a stopwatch, a ruler, and a set of weights.

The data was collected by measuring the time taken for the object to fall from a certain height.

The results of the experiment are shown in the table below.

The data shows that the time taken for the object to fall increases as the height increases. This is expected, as the object is accelerating due to gravity.

The following table shows the relationship between the height and the time taken for the object to fall.

The data shows that the time taken for the object to fall is proportional to the square root of the height.

The following graph shows the relationship between the height and the time taken for the object to fall.

Conclusion

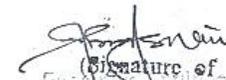
SCHEDULE A

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

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

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

(Signature of contractor)

  
 (Signature of Executive Engineer)  
 Executive Engineer  
 Provincial Buildings Division  
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to such construction, he constructed to mean the work or works constructed 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 amount of bill.

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

Refund of quarry fees and royalties.

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

Compensation under the Workmen's Compensation Act.

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

Claim for quantities, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of labour etc.

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

Claim for compensation for delay in starting the work.

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

Claim for Compensation for delay in execution of work.

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

Entering up on of commencing any portion of work.

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

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

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

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

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

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

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

Pakistani, Timbers to be used.

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

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Employment of  
female labour.

Work on Fridays.

Work not to be  
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*M. Thalia*  
Contractor

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

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

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

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

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

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

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

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

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

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Contractor

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extension of time

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

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its 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 been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Removal of "Bundhis"

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

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the bill so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advances.

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

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

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of the work in \_\_\_\_\_ of the time  
--do-- --do--  
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and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—  
In 1/4 1/2 3/4 of the time

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

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

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

Action when whole of security deposit is forfeited.

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

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

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

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

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

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

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

Tender for Works

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at 46-00 p. above.

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

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\*In Figures as well as in words.

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

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 315 and 316 of the P.W.D. Manual.

(d) This deposit shall be in accordance with paras 315 and 316 of the P.W.D. Manual.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken. See note 6 Clause of a condition of contract.

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

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Memorandum

(a) General description Strengthening & Improvement of fish and shrimp holdings in Sindh at Badin (Construction of water Power & Shad).

(b) Estimated cost Rs. 1,00,00,00/-

(c) Earnest money Rs. 20,000/-

(d) Security deposit—(including earnest money) Rs. 60,000/-

(e) Percentage, if any, to be deducted from bills. (Rupees 4/ ) percent. Rs. 40,000/-

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

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

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Executive Engineer  
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