

CORRIGENDUM


- READ: i) This office NIT Notice No.SKP/G-148/70 dated.11-01-2013.
ii) Sindh Public Procurement Regulatory Authority SPPRA letter No.7488 dated.23-1-2013.

The aforesaid NIT as called to be conducted on 30-1-2013 and 31-1-2013 as issue of tender and opening of tender respectively is hereby re-fixed rescheduled as under :-

	1 st Schedule	2 nd Schedule
Date of issue upto	11-2-2013.	21-2-2013.
Date of opening upto	12-2-2013.	22-2-2013.

The interested participants, bidders will have to produce, submit the 2% of the offer rates in shape of called deposit on submission of tender, bid documents. This has been rectified under instruction of SPPRA letter No. narrated above.

However all other terms and conditions shall remain the same.


EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B)
SUKKUR

Copy f.w.c to:

1. The Chief Engineer Irrigation Gudu Barrage Region Sukkur for favour of kind information.
2. The Superintending Engineer Desert Pat Feeder Circle Sukkur for favour of kind information.
3. The Director Information Advertisement Public Relation Department, Government of Sindh, Block No.96 Sindh Secretariat Building, Karachi with six spare copies for publication for insertion in 3 (Three) leading Newspapers i.e. Urdu, Sindhi and English.
4. The Management Director, Sindh Public Procurement Regulatory Planning & Development Department, Government of Sindh, Barrack No.08, Sindh Secretariat No 4-A, Court Road Karachi for placing the N.I.T on SPRRA web site.
Web Developer Sindh Government Portal & websites Focal Person / Incharge (www.sindh.gov.pk) Government of Sindh Information Technology Department 1st Floor, Sindh Secretariat Building No.6 Karachi, NIQ may please be sent to website system as per new method produced by Government of Sindh.
The Executive Engineers (All) of Gudu Barrage Region for information.
The Assistant Executive Engineers (All) of Mechanical Division (G.B) for information and provide items required for current fiscal year for quotation at the earliest.
NOTICE BOARD for information and wide publicity.

EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B)
SUKKUR

SPPRA INWARD DIARY

NO. 5056

DATE 04-02-2013

OFFICE OF THE EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B) SUKKUR

No.SKP/G-66/ 266

Sukkur Dated. 14-2

Managing Director
Sindh Public Procurement
Regulatory Authority Karachi


SUBJECT: POSTING ON WEBSITE OF SPPRA.

Kindly find enclosed here with the bid evolution reports minutes of meeting, attendance sheet of bidders and bid opening sheet of repair/ Replacement & Rehabilitation of Regulator Gates of Guddu Barrage Region ADP Scheme No.280/2012-13 for posting on website of sppra please.

SPPRA INWARD DIARY

NO ... 6565

DATED 18-02-2013


ABDUL ALEEM SHAIKH
EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B)
SUKKUR

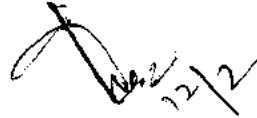
Copy f.w.es to (I) The Chief Engineer Irrigation Guddu Barrage Region Sukkur
for kind information

(II) Superintending Engineer, Desert Pat Feeder Circle Sukkur

OPENING STATEMENT

The opening process of Tenders (Repair/Replacement & Rehabilitation of Regulator Gates of Gudu Barrage Region ADP Scheme No.280/2012-13) of Mechanical Division (G.B) Sukkur for the following works for the year 2012-2013 is held on 12-2-2013 at 2:00 PM before the Committee: -

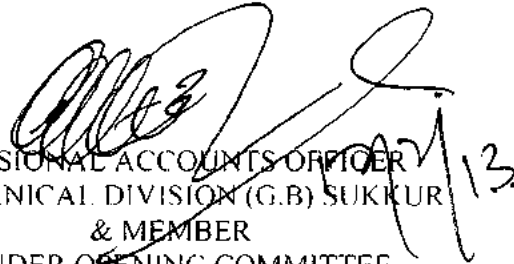
Sr. #	Name of work.	Number of Contractors/Firms participated
1.	REPAIR/REPLACEMENT & REHABILITATION OF REGULATOR GATES OF SUKKUR BEGARI BUND DIVISION SUKKUR.	05 Nos.
2.	REPAIR/REPLACEMENT & REHABILITATION OF REGULATOR GATES OF THUL AND CHOI SUB DIVISION OF BEGARI DIVISION JACOBABAD.	04 Nos.
3.	REPAIR/REPLACEMENT & REHABILITATION OF REGULATOR GATES OF GARHI KHAIRO AND JACOBABAD SUB DIVISIONS OF BEGARI DIVISION JACOBABAD.	05 Nos.
4.	REPAIR/REPLACEMENT & REHABILITATION OF REGULATOR GATES OF KANDH KOT DIVISION KASHMORE.	05 Nos.



SUPERINTENDING ENGINEER
DESERT PAT FEEDER CIRCLE SUKKUR
& CHAIRMAN
TENDER OPENING COMMITTEE
GUDU BARRAGE REGION



EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B) SUKKUR
& MEMBER
TENDER OPENING COMMITTEE
GUDU BARRAGE REGION

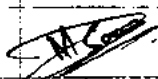
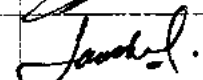
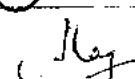

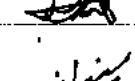
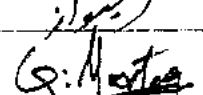
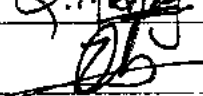
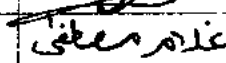


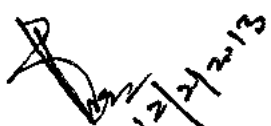
DIVISIONAL ACCOUNTS OFFICER
MECHANICAL DIVISION (G.B) SUKKUR
& MEMBER
TENDER OPENING COMMITTEE
GUDU BARRAGE REGION

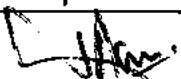
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ATTENDANCE STATEMENT

The opening process of Tenders (Repair-Replacement & Rehabilitation of Regulator Gates of Gudu Barrage Region ADP Scheme No.280/2012-13) of Mechanical Division (G.B) Sukkur for the following packages held on 12-2-2013 at 2:00 PM before the Tender Opening Committee. The following Agencies/Firms/Contractors were participated present at the time of opening: -

Sr. #	Name of Agency/Contractor.	No. of Contractor participated in Packages				Total	Signature.	Remarks.
		I	II	III	IV			
1.	M/S MADANI CONSTRUCTION COMPANY.	-	-	1	1	2		
2.	M/S QALANDAR BUX ABRO & COMPANY.	1	1	1	1	4		
3.	M/S CEMCON CONSTRUCTION COMPANY.	1	1	1	1	4		
4.	M/S ZULFIQAR ALI ABRO & BROS.	1	1	1	1	4		
5.	M/S HAFIZ RAB NAWAZ & CO.	-	-	1	-	1		
6.	M/S GHILLAM MURTAZA GHUMRO.	1	1	-	1	2		
7.	M/S Z.A CONSTRUCTION COMPANY.	1	-	-	-	1		
8.	M/S GHILLAM MUSTAFA & SONS.	-	-	-	1	1		
		5 nos.	4 nos.	5 nos.	5 nos.	19 nos.		


12/2/2013
SUPERINTENDING ENGINEER
DESERT PAT FEEDER CIRCLE SUKKUR
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MECHANICAL DIVISION (G.B) SUKKUR
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DIVISIONAL ACCOUNTS OFFICER
MECHANICAL DIVISION (G.B) SUKKUR
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GUDU BARRAGE REGION

MINUTES OF MEETING

A meeting of committee Executive Engineer, Mechanical Division (G.B) Sukkur for scrutinizing the financial proposals/Bids submitted by various contractors/firms for the work Repair Replacement/ Rehabilitation of regulator Gates of Gudu Barrage Region Sukkur.

The bids were opened by the committee on 12-02-2013 in presence of the contractors/representative of the firms.

7 Nos. firms have purchased bidding documents for the above work offer their bids after evaluation/scrutinizing all the bids offered by various contractors/firms the following position has been emerged.

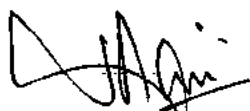
S.No.	Name of Contractors/ Firms	DR No. and Date.
1.	M/S Z.A Qureshi Const: Co.	6482 dated 04-02-2013
2.	M/S Ghulam Murtaza Ghumro	6483 dated 04-02-2013
3.	M/S Camcon Const: Co.	6484 dated 04-02-2013
4.	M/S Zulfiqar Ali Abro & Brothers	6485 dated 06-02-2013
5.	M/S Qalander Bux Abro & Co.	6486 dated 06-02-2013
6.	M/S Madani Engineering Const: Co.	6487 dated 06-02-2013
7.	M/S Ghulam Mustafa & Sons.	6488 dated 11-02-2013
8.	M/S Hafiz Rabnawaz & Co.	6489 dated 11-02-2013

The rates coated by bidders were read out loudly and encircled by the chairman of committee.

The bidders were informed that after completion of Bid evaluation process the bid evaluation reports would be hoisted. The meeting ended with vote of thanks from and to the chair.



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DIVISIONAL ACCOUNTS OFFICER
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BID EVALUATION REPORT


1. Name of Procuring Agency: Executive Engineer, Mechanical Division (G.B) Sukkur
2. Tender Reference No.: SKP/G-148/70 dated 11-01-2013.
3. Tender Description/ Name of work/item: Repair, Replacement/ Rehabilitation of Regulator Gates of Gudu Barrage Region (Garhi Khero & Jacobabad Sub Division of Begari Division Jacobabad)
4. Method of Procurement: Single Stage on Envelope Procedure.
5. Tender Published: Notice Invited Bids published on SPPRA website as well as Leading News papers.
6. Total Bid Documents Sold: 05 Nos.
7. Total Bids Received: 05 Nos.
8. Technical Bid Opening date: 12-02-2013.
9. No. of Bid Technically Qualified: 01 No.
10. Bid(s) Rejected: 04 Nos.
11. Financial Bid opening date: 12-02-2013.

12. Bid Evaluation Report


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost %	Reasons of acceptance/ rejection	Remarks
1.	M/S Hafiz Rabnawaz & Co.	Item wise detailed evaluation report is attached in chap of comparative statement.				Qualified
2.	M/S Madani Engineering Const: Co.		----do----			Disqualified
3.	M/S Zulfiqar Ali Abro & Brothers		----do----			Disqualified
4.	M/S Qalander Bux Abro & Co.		----do----			Disqualified
5.	M/S Camcon Const: Co.		----do----			Disqualified



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BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Mechanical Division (G.B) Sukkur
2. Tender Reference No.: SKP/G-148/70 dated 11-01-2013.
3. Tender Description/ Name of work/item: Repair, Replacement/ Rehabilitation of Regulator Gates of Gudu Barrage Region (Choi & Thul Sub Division of Begari Division Jacobabad)
4. Method of Procurement: Single Stage on Envelope Procedure.
5. Tender Published: Notice invited Bids published on SPPRA website as well as Leading News papers.
6. Total Bid Documents Sold: 04 Nos.
7. Total Bids Received: 04 Nos.
8. Technical Bid Opening date: 12-02-2013.
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12. Bid Evaluation Report

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost %	Reasons of acceptance/ rejection	Remarks
1.	M/S Ghulam Murtaza Ghumro	Item wise detailed evaluation report is attached in chap of comparative statement.				Qualified
2.	M/S Camcon Const: Co.		-----do-----			Disqualified
3.	M/S Zulfiqar Ali Abro & Brothers		-----do-----			Disqualified
4.	M/S Qalander Bux Abro & Co.		-----do-----			Disqualified


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BID EVALUATION REPORT


1. Name of Procuring Agency: Executive Engineer, Mechanical Division (G.B) Sukkur
2. Tender Reference No.: SKP/G-148/70 dated 11-01-2013.
3. Tender Description/ Name of work/item: Repair, Replacement/ Rehabilitation of Regulator Gates of Gudu Barrage Region (Kandh Kot Division @ Kashmore)
4. Method of Procurement: Single Stage on Envelope Procedure.
5. Tender Published: Notice Invited Bids published on SPPRA website as well as Leading News papers.
6. Total Bid Documents Sold: 05 Nos.
7. Total Bids Received: 05 Nos.
8. Technical Bid Opening date: 12-02-2013.
9. No. of Bid Technically Qualified: 01 No.
10. Bid(s) Rejected: 04 Nos.
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12. Bid Evaluation Report

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost %	Reasons of acceptance/ rejection	Remarks
1.	M/S Madani Engineering Const: Co.	Item wise detailed evaluation report is attached in chap of comparative statement.				Qualified
2.	M/S Qalander Bux Abro & Co.		-----do-----			Disqualified
3.	M/S Camcon Const: Co.		-----do-----			Disqualified
4.	M/S Zulifiqar Ali Abro & Brothers		-----do-----			Disqualified
5.	M/S Ghulam Mustafa & Sons.		-----do-----			Disqualified



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4. Method of Procurement: Single Stage on Envelope Procedure.
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6. Total Bid Documents Sold: 05 Nos.
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1.	M/S Z.A Qureshi Const: Co.	Item wise detailed evaluation report is attached in chap of comparative statement.				Qualified
2.	M/S Ghulam Murtaza Ghumro			-----do-----		Disqualified
3.	M/S Camcon Const: Co.			-----do-----		Disqualified
4.	M/S Zulfiqar Ali Abro & Brothers			-----do-----		Disqualified
5.	M/S Qalander Bux Abro & Co.			-----do-----		Disqualified



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DIVISIONAL ACCOUNTS OFFICER MECHANICAL
DIVISION (G.B) SUKKUR
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TENDER OPENING COMMITTEE
GUDU BARRAGE REGION

PACKAGE -2
COMPARATIVE STATEMENT OF MATERIAL FOR REGULATOR GATES OF
BEGARI DIVISION JACOBABAD (CHOI & THUL SUB DIVISIONS)


TENDERS CALLED VIDE NIT NO.SKP/G-66/70 DATED.11-1-2013 WITH DATE OF ISSUE 11-2-2013 & OPENING 12-2-2013.


S. NO.	DESCRIPTION OF ITEM	UNIT	Ghulam Murtaza Ghumro	Cemcon Const: Co	Zulfiqar Ali Abro & Bros	Qalandar Bux Abro & Co
1.	MFG AND SUPPLYING M.S.VERTICAL SHUTTER COMPLETE IN ALL RESPECT WITH TWO COAT OF RED OXIDE AND BLACK BITUMEN PAINT.	SET.	(3570)	3600	3650	3700
2.	MFG AND SUPPLYING M.S.RADIAL SHUTTER COMPLETE IN ALL RESPECT WITH TWO COAT OF RED OXIDE AND BLACK BITUMEN PAINT.	SET.	(7275)	7300	7430	7550
3.	M.S. NUT AND BOLTS 5/8" FULL THREADED OFF SIZE	KG	(300)	310	320	325
4.	M.S. CARRIAGE BUSH 3" LONG FOR PLATE FORM.	KG	310	320	(300)	330
5.	M.S. WASHERS 5/8".	KG	310	320	330	(300)
6.	M.S. KEYS 10X9X9MM	EACH	(185)	225	250	275
7.	STEEL WIRE ROPE STEEL CORE 16MM	RFT	270	(225)	300	250
8.	G.I.U CLUMPS 16MM	EACH	(175)	200	250	275
9.	WENCH THURST BEARING.	EACH	1300	(1280)	1350	1370
10.	RUBBER INSERTION SHEET.	KG	(420)	450	500	510
11.	M.P. GREASE.	KG	450	(435)	475	500
12.	C.OIL/GEAR OIL FOR REGULATOR GATES.	LIT	(425)	450	475	490
13.	M.S PLATE 10 MM REQUIRED SIZE AS PER PC-1	KG	310	320	(300)	330
14.	COTTON WASTE.	KG	(185)	200	250	250
15.	M.S.SCREW ROD 76MM WITH M.S.COLLER D/S POLISHED.	RFT	(4300)	4400	4500	4575
16.	M.S.SCREW ROD 64MM WITH M.S BOTTOM PLATE S/S POLISHED.	RFT	(4200)	4300	4400	4500

S. NO.	DESCRIPTION OF ITEM	UNIT	Ghulam Murtaza Ghumro	Cemcon Const: Co	Zulfiqar Ali Abro & Bros	Qalandar Bux Abro & Co
17.	M.S.COUNTER SHAFT 38MM DIA WITH FOUR KEY GROOVES	RFT	2600	(2440)	2700	2750
18.	WOODEN PLANK 2.5'X1.0'X1.5" BABUL WOOD OR EQUIVALENT QUALITY.	RFT	(600)	650	700	750
19.	C.I.STOPPER WITH M.S.BOLT.	EACH	(1390)	1450	1500	1550
20.	C.I.DOG WITH M.S.BOLT RADIAL.	EACH	(2660)	2700	2800	2900
21.	M.S.FLUNCH FOR RADIAL.	EACH	1100	(1060)	1150	1200
22.	C.I.TAPPER PINION 38MM DIA FOR 76MM SYSTEM	EACH	(2800)	2900	3000	3050
23.	C.I.PLUMPING BRACKET 38MM DIA FOR 76MM SYSTEM.	EACH	(3400)	3500	3600	3650
24.	C.I.TOP GEAR 76MM SYSTEM.	EACH	(19500)	19600	19700	19800
25.	C.I.TOP BRACKET 76MM SYSTEM.	EACH	11000	(10500)	11550	11600
26.	C.I.TOP BRACKET 64MM DIA S/S.	EACH	(9400)	9500	9550	9600
27.	C.I.BOTTOM BRACKET 76MM WITH M.S.COVER PLATE.	EACH	(10500)	11600	11700	11850
28.	C.I.ROUND HAND WHEEL COMPLETE 76MM DIA HOLE.	EACH	(17000)	17600	17650	17700
29.	BRASS NUT 76MM SQ.TYPE FOR D'S GATE.	EACH	(18000)	18100	18200	18300
30.	BRASS NUT 64MM PHOOL TYPE FOR S'S GATE.	EACH	15400	15450	(15300)	15500
31.	M.S.HANDLE FOR SINGLE SCREW GATE.	EACH	4350	4400	4500	(4300)
32.	M.S.HANDLE FOR RADIAL GATE.	EACH	(4400)	4450	4500	4600
33.	M.S ANGLE IRON 4X4 / 3X3 REQUIRED SIZE AS PER PC-1	KG	(300)	310	320	325
34.	M.S CHANNEL 6X3 4X2 REQUIRED SIZE AS PER PC-1	KG	(300)	310	325	340
35.	MFG M.S.ANCHOR BEAM COMPLETE WITH TWO COATS OF RED OXIDE AND BLACK BITUMEN PAINT.	Rft.	(13300)	13400	13450	13500
36.	M.S.ANCHOR BRACKET OF M.S.ANGLE 3x3x3/8	EACH	(14100)	14150	14175	14200
37.	M.S.BEAM BRACKET LARGE SIZE.	EACH	(11800)	11850	11875	11900
38.	C.I PAVIT BRACKET LARGE SIZE FOR RADIAL.	EACH	11200	(11000)	11250	11275
39.	C.I PAVIT BRACKET SMALL SIZE FOR RADIAL.	EACH	11200	11250	(11000)	11280

S. NO.	DESCRIPTION OF ITEM	UNIT	Ghulam Murtaza Ghumro	Cemcon Const: Co	Zulfiqar Ali Abro & Bros	Qalandar Bux Abro & Co
40.	M.S.PIN FOR RADIAL LARGE SIZE.	EACH	4550	4580	4600	4650
41.	M.S.PIN FOR RADIAL SMALL SIZE.	EACH	4550	4600	4650	4700
42.	M.S.WIRE ROPE BRACKET 6MM SHEET THICK.	EACH	9000	9100	9125	9150
43.	C.I.WEDGE AND SOCKET.	EACH	2650	2675	2700	2710
44.	M.S.WORM SMALL SIZE.	EACH	11700	11750	11775	11800
45.	C.I.WENCH GEAR SMALL SIZE.	EACH	14300	14350	14375	14400
46.	ENGAGING CRANE ON HIRE BASIS MORE THAN 15 TON CAPACITY WITH ALL CHARGES BUT WITHOUT POL. CHARGES.	HOUR	4390	4400	4410	4425
47.	SUPPLYING OXYGEN AND D.A.GASES 3+1 SET	SET	13100	13150	13175	13200
48.	C.I.WENCH MACHINE COVER SMALL SIZE APS.	EACH	14250	14200	14300	14400


CERTIFIED THAT THE 04 NOS. CONTRACTORS/AGENCIES/BIDDERS/FIRMS HAVE BEEN PARTICIPATED IN THE COMPETITION AND QUOTED THEIR RATES. LOWEST RATES ARE ENCIRCLED WITH RED INK AND RECOMMENDED FOR NECESSARY APPROVAL.


 DIVISIONAL ACCOUNTS OFFICER
 MECHANICAL DIVISION (G.B) SUKKUR


 EXECUTIVE ENGINEER
 MECHANICAL DIVISION (G.B) SUKKUR

Approved lowest rates for item Nos. 1 to 48 required for repair replacement of Regulator Gates of Bagari Dam. Jacked up photo by various contractors.

Lowest rates recommended.


 Superintending Engineer
 Pat Feeder Circle
 SUKKUR.


 CHIEF ENGINEER IRRIGATOR
 BUDDU BARRAGE SUKKUR.

PACKAGE-3

**COMPARATIVE STATEMENT OF MATERIAL FOR REGULATOR GATES OF
BEGARI DIVISION JACOBABAD (GARHI KHAIRO & JACOBABAD SUB DIVISIONS)**

TENDERS CALLED VIDE NIT NO.SKP/G-66/70 DATED.11-1-2013 WITH DATE OF ISSUE 11-2-2013 & OPENING 12-2-2013.

S. NO.	DESCRIPTION OF ITEM	UNIT	Madani Engin: Const: Co	Hafiz Rabnawaz & Co	Zulfiqar Ali Abro & Bros.	Qalandar Bux Abro & Co	Cemcon Const: Co
1.	MFG AND SUPPLYING M.S.VERTICAL SHUTTER COMPLETE IN ALL RESPECT WITH TWO COAT OF RED OXIDE AND BLACK BITUMEN PAINT.	SFT	3650	3570	3700	3750	3800
2.	MFG AND SUPPLYING M.S.RADIAL SHUTTER COMPLETE IN ALL RESPECT WITH TWO COAT OF RED OXIDE AND BLACK BITUMEN PAINT.	SFT	7350	7300	7400	7425	7450
3.	M.S. NUT AND BOLTS 5/8" FULL THREADED OFF SIZE	KG	310	300	315	325	350
4.	M.S. CARRIAGE BUT 3" LONG FOR PLATE FORM.	KG	325	320	350	310	375
5.	M.S. WASHERS 5/8".	KG	310	325	350	375	390
6.	M.S. KEYS 101X9X9MM	EACH	210	200	215	185	225
7.	STEEL WIRE ROPE STEEL CORE 16MM	RFT	230	225	235	240	245
8.	G.I.U CLUMPS 16MM	EACH	175	190	200	210	225
9.	WENCH THURST BEARING.	EACH	1325	1300	1280	1330	1340
10.	RUBBER INSERTION SHEET.	KG	425	420	430	440	450
11.	M.P. GREASE.	KG	440	435	460	457	480
12.	C.OIL/GEAR OIL FOR REGULATOR GATES.	LIT	470	450	425	490	500


S. NO.	DESCRIPTION OF ITEM	UNIT	Madani Engin: Const: Co	Hafiz Rabnawaz & Co	Zulfiqar Ali Abro & Bros.	Qalandar Bux Abro & Co	Cemcon Const: Co
13.	M.S PLATE 10 MM REQUIRED SIZE AS PER PC-I	KG	300	310	320	340	350
14.	COTTON WASTE.	KG	190	185	195	200	210
15.	M.S.SCREW ROD 76MM WITH M.S.COLLER D/S POLISHED.	RFT	4350	4300	4375	4400	4450
16.	M.S.SCREW ROD 64MM WITH M.S.COLLER D/S POLISHED.	RFT	4200	4250	4300	4350	4375
17.	M.S.SCREW ROD 64MM WITH M.S BOTTOM PLATE S/S POLISHED.	RFT	4250	4225	4300	4400	4450
18.	M.S.COUNTER SHAFT 38MM DIA WITH FOUR KEY GROOVES	RFT	4350	4300	4375	4425	4450
19.	WOODEN PLANK 2.5'X1.0'X1.5" BABUL WOOD OR EQUIVALENT QUALITY.	RFT	2480	600	2490	2500	2510
20.	C.I.STOPPER WITH M.S.BOLT.	EACH	1400	1390	1410	1425	1430
21.	C.I.DOG WITH M.S.BOLT RADIAL.	EACH	2660	2655	2670	2680	2700
22.	M.S.FLUNCH FOR RADIAL.	EACH	1060	1070	1090	1100	1120
23.	C.I.TAPPER PINION 38MM DIA FOR 76MM SYSTEM	EACH	2820	2800	2825	2830	2840
24.	C.I.TAPPER PINION 38MM DIA FOR 64MM SYSTEM	EACH	2820	2800	2830	2850	2870
25.	C.I.PLUMPING BRACKET 38MM DIA FOR 76MM SYSTEM.	EACH	3450	3400	3475	3500	3525
26.	C.I.PLUMPING BRACKET 38MM DIA FOR 64MM SYSTEM.	EACH	3050	3060	3070	3090	3100
27.	C.I.TOP GEAR 76MM SYSTEM.	EACH	19510	19500	19520	19530	19550
28.	C.I.TOP GEAR 64MM SYSTEM.	EACH	17850	17800	17860	17890	17900
29.	C.I.TOP BRACKET 76MM SYSTEM.	EACH	10580	10500	10600	10650	10700
30.	C.I.TOP BRACKET 64MM SYSTEM.	EACH	9400	9410	9420	9425	9450

S. NO.	DESCRIPTION OF ITEM	UNIT	Madani Engin: Const: Co	Hafiz Rabnawaz & Co	Zulfiqar Ali Abro & Bros.	Qalandar Bux Abro & Co	Cemcon Const: Co
31.	C.I.TOP BRACKET 64MM DIA S/S.	EACH	9520	9500	9530	9550	9575
32.	C.I.BOTTOM BRACKET 76MM WITH M.S.COVER PLATE.	EACH	17125	17100	17150	17200	17250
33.	C.I.BOTTOM BRACKET 64MM WITH M.S.COVER PLATE.	EACH	9300	9275	9310	9325	9350
34.	C.I.ROUND HAND WHEEL COMPLETE 76MM DIA HOLE.	EACH	17150	17100	17175	17200	17250
35.	BRASS NUT 76MM SQ.TYPE FOR D/S GATE.	EACH	18050	18000	18075	18100	18150
36.	BRASS NUT 64MM SQ.TYPE FOR D/S GATE.	EACH	15325	15300	15350	15375	15400
37.	BRASS NUT 64MM PHOOL TYPE FOR S/S GATE.	EACH	15300	15350	15375	15400	15450
38.	M.S.HANDLE FOR SINGLE SCREW GATE.	EACH	4310	4300	4325	4350	4400
39.	M.S ANGLE IRON 4X4 / 3X3 REQUIRED SIZE AS PER PC-1	KG	330	320	300	340	350
40.	M.S CHANNEL. 6X3 4X2 REQUIRED SIZE AS PER PC-1	KG	320	300	325	330	340
41.	M.S.WIRE ROPE BRACKET 6MM SHEET THICK.	EACH	6870	6860	6900	6910	6920
42.	C.I.WEDGE AND SOCKET.	EACH	2675	2650	2700	2725	2750
43.	M.S.WORM LARGE SIZE.	EACH	11725	11700	11730	11750	11775
44.	M.S.WORM SMALL SIZE.	EACH	11700	11725	11750	11775	11800
45.	C.I.WENCH GEAR SMALL SIZE.	EACH	14350	14300	14360	14380	14390
46.	C.I.DOG RADIA.	EACH	890	870	900	910	925

S. NO.	DESCRIPTION OF ITEM	UNIT	Madani Engin: Const: Co	Hafiz Rabnawaz & Co	Zulfiqar Ali Abro & Bros.	Qalandar Bux Abro & Co	Cemcon Const: Co
47.	ENGAGING CRANE ON HIRE BASIS MORE THAN 15 TON CAPACITY WITH ALL CHARGES BUT WITHOUT POL CHARGES.	HOUR	4400	4390	4410	4425	4450
48.	SUPPLYING OXYGEN AND D.A.GASES 3+1 SET	SET	13125	13100	13150	13200	13250
49.	C.I.WENCH MACHINE COVER LARGE SIZE APS.	EACH	14220	14200	14300	14350	14400
50.	C.I.WENCH MACHINE COVER SMALL SIZE APS.	EACH	14220	14200	14250	14300	14350

CERTIFIED THAT THE 05 NOS. CONTRACTORS/AGENCIES/BIDDERS/FIRMS HAVE BEEN PARTICIPATED IN THE COMPETITION AND QUOTED THEIR RATES. LOWEST RATES ARE ENCIRCLED WITH RED INK AND RECOMMENDED FOR NECESSARY APPROVAL.

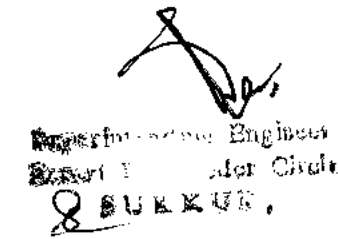

 DIVISIONAL ACCOUNTS OFFICER
 MECHANICAL DIVISION (G.B) SUKKUR


 EXECUTIVE ENGINEER
 MECHANICAL DIVISION (G.B) SUKKUR

Approved lowest rates for item Nos. 1 to 50 required for repair/ replacement of Regulator Gates of Begari Divn. Jambhagar quoted by various contractors.

Lowest rates recommended


 CHIEF ENGINEER IRRIGATION
 JDDU BARRAGE SUKKUR.


 Superintending Engineer
 District Irrigation Circle
 SUKKUR.

Package -1

COMPARATIVE STATEMENT OF MATERIAL FOR REGULATOR GATES OF SUKKUR BEGARI BUND DIVISION SUKKUR

TENDERS CALLED VIDE NIT NO.SKP/G-66/70 DATED.11-1-2013 WITH DATE OF ISSUE 11-2-2013 & OPENING 12-2-2013.

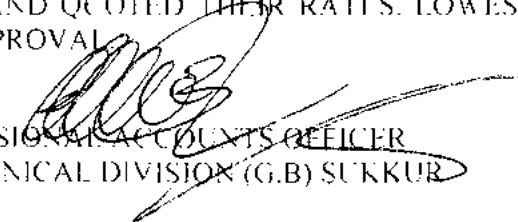
S. NO.	DESCRIPTION OF ITEM	UNIT	Ghulam Murtaza Ghumro	Z.A Qureshi Const: Co	Cemcon Const: Co	Zulfiqar Ali Abro & Bros	Qalandar Bux Abro & Co
1.	MFG AND SUPPLYING M.S.VERTICAL SHUTTER COMPLETE IN ALL RESPECT WITH TWO COAT OF RED OXIDE AND BLACK BITUMEN PAINT.	Sft.	3575	3570	3590	3600	3650
2.	MFG AND SUPPLYING M.S.RADIAL SHUTTER COMPLETE IN ALL RESPECT WITH TWO COAT OF RED OXIDE AND BLACK BITUMEN PAINT.	Sft	7300	7260	7350	7375	7400
3.	M.S. NUT AND BOLTS 5/8" FULL THREADED OFF SIZE	KG	300	309	310	315	330
4.	PROVIDING PLATE FORM SINGLE SIDE COMPLETE IN ALL RESPECT ACCORDING TO SITE REQUIREMENT MATERIAL TO BE USED FOR PLATE FORM M.S.ANGLE IRON 3x3x3/8. G.I. PIPE 25MM, G.I.SOCKET 25MM AND WOODEN PLANK 2.5x1.0x1.5" WITH COLOR AND MAKING STAIR IF REQUIRED	Rft	11000	10890	11200	11300	11500
5.	M.S. ANGLE IRON OF 3X3 & 4X4 AS PER REQUIRED SIZE AS PER PC-1	Kg	310	300	325	350	375
6.	M.S. CARRIAGE NUT & BOLT 3" LONG FOR PLATE FORM.	KG	310	320	325	330	335
7.	M.S. WASHERS 5/8".	KG	310	320	325	330	335
8.	M.S. KEYS 101X9X9MM	EACH	210	200	185	225	250
9.	M.P. GREASE.	KG	450	435	475	500	520
10.	COTTON WASTE.	KG	210	200	185	225	250
11.	M.S.SCREW ROD 64MM WITH M.S.COLLER D/S POLISHED.	RFT	4250	4200	4300	4325	4350

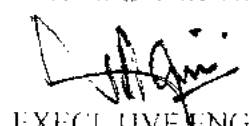
S. NO.	DESCRIPTION OF ITEM	UNIT	Ghulam Murtaza Ghumro	Z.A Qureshi Const: Co	Cemcon Const: Co	Zulfiqar Ali Abro & Bros	Qalandar Bux Abro & Co
12.	M.S.SCREW ROD 64MM WITH M.S BOTTOM PLATE S S POLISHED.	RFT	4250	4225	4300	4325	4350
13.	M.S.SCREW ROD 76MM WITH M.S BOTTOM PLATE S S POLISHED.	RFT	4400	4300	4500	4550	4600
14.	M.S.COUNTER SHAFT 38MM DIA WITH FOUR KEY GROOVES	RFT	2450	2440	2460	2475	2500
15.	WOODEN PLANK 2.5'X1.0'X1.5" BABUL WOOD OR EQUIVALENT QUALITY.	RFT	600	620	625	650	700
16.	WOODEN PACKING OFF SIZE AS PER REQUIRED SIZE.	EACH	220	215	225	210	300
17.	C.I.S TOPPER 38 MM DIA WITH M.S.BOLT.	EACH	1400	1390	1425	1475	1500
18.	C.I.TOP BRACKET 64MM DIA S/S.	EACH	9590	9400	9600	9650	9700
19.	C.I.TOP BRACKET 64MM DIA D/S.	EACH	9550	9500	9600	9650	9700
20.	C.I.TOP BRACKET 76MM DIA S/S.	EACH	10600	10500	10650	10700	11000
21.	C.I.BOTTOM BRACKET 64MM WITH M.S.COVER PLATE.	EACH	9300	9275	9350	9400	9500
22.	C.I.BOTTOM BRACKET 76MM WITH M.S.COVER PLATE.	EACH	10600	10500	10650	10700	11000
23.	C.I.ROUND HAND WHEEL COMPLETE 76MM DIA HOLE.	EACH	17200	17100	17300	17400	17450
24.	C.I.ROUND HAND WHEEL COMPLETE 64MM DIA HOLE.	EACH	17200	17000	17300	17400	17450
25.	BRASS NUT 64MM SQ.TYPE FOR D S GATE.	EACH	16000	15300	16200	16300	16500
26.	BRASS NUT 64MM PHOOL TYPE FOR S S GATE.	EACH	16000	15300	16200	16300	16500
27.	BRASS NUT 76MM SQ.TYPE FOR D S GATE.	EACH	18150	18000	18250	18300	18400
28.	BRASS NUT 76MM PHOOL TYPE FOR D S GATE.	EACH	18200	18030	18250	18300	18400
29.	M.S.HANDLE FOR SINGLE SCREW GATE.	EACH	4400	4300	4425	4450	4500
30.	M.S.CHANNEL 6X3 /4X2 REQUIRED SIZE AS PER PO-I	KG	325	320	340	300	350

S. NO.	DESCRIPTION OF ITEM	UNIT	Ghulam Murtaza Ghumro	Z.A Qureshi Const: Co.	Cemcon Const: Co	Zulfiqar Ali Abro & Bros	Qalandar Bux Abro & Co
31.	SUPPLYING OXYGEN AND D.A.GASES 3+1 SET	SET	13200	13100	13300	13400	14000
32.	M.S STEEL WIRE ROPE 16 MM AS PER PC-I REQUIRED SIZE	RFT	210	215	225	230	240
33.	G-I CLAMP 16 MM	EACH	175	180	200	210	225
34.	WENCH THURST BEARING	EACH	1275	1255	1300	1325	1350
35.	C-OIL	LITER	440	430	425	450	475
36.	ENGAGING CRANE ON HIRE BASIS MORE THAN 15 TON CAPACITY WITH ALL CHARGES BUT WITHOUT POL. CHARGES.	HOUR	4400	4390	4500	4550	4600
37.	M.S CHANNEL 6X3 / 4X2 AS PER PC-I REQUIRED SIZE	KG	310	300	315	325	375
38.	M.S PLATE 10 MM REQUIRED SIZE AS PER PC-I	KG	300	310	325	350	375
39.	M.S WIRE ROPE BRACKET	EACH	7000	6860	7200	7300	7400
40.	M.S FLUNCH FOR REDIAL	EACH	1150	1100	1060	1200	1300
41.	C-I DOG WITH M.S BOLT REDIAL	EACH	1050	1000	1100	950	1150
42.	M.S WORM GEAR LARGE SIZE	EACH	12600	12540	12700	13000	13500
43.	C-I TOP GEAR 64 MM D/S	EACH	18000	17820	18200	18500	18600
44.	C-I TOP GEAR 76 MM D/S	EACH	20000	19500	21000	21500	21600
45.	C-I TAPPER PINION DIA 38 MM 64 MM D/S	EACH	2850	2800	2900	3000	3100

S. NO.	DESCRIPTION OF ITEM	UNIT	Ghulam Murtaza Ghumro	Z.A Qureshi Const: Co	Cemcon Const: Co	Zulfiqar Ali Abro & Bros	Qalandar Bux Abro & Co
46.	C-I PLUMBING BLOCK 38 MM DIA 76 MM	EACH	3500	(3400)	3600	3700	3800
47.	C-I TAPPER PINION DIA 38 MM 76 MM D S	EACH	3080	(3050)	3100	3200	3300
48.	M.S WENCH MACHINE COVER	EACH	15500	(15200)	15700	15900	16000
49.	M.S WENCH MACHINE COMPLETE L.S	EACH	27000	(24900)	33600	33700	33800
50.	RUBBER INSERTION SHEET	KG	(420)	430	440	450	475


CERTIFIED THAT THE 05 NOS. CONTRACTORS/AGENCIES/BIDDERS/FIRMS HAVE BEEN PARTICIPATED IN COMPETITION AND QUOTED THEIR RATES. LOWEST RATES ARE ENCIRCLED WITH RED INK AND RECOMMENDED FOR NECESSARY APPROVAL.


 DIVISIONAL ACCOUNTS OFFICER
 MECHANICAL DIVISION (G.B) SUKKUR


 EXECUTIVE ENGINEER
 MECHANICAL DIVISION (G.B) SUKKUR

Approved lowest rates for items Nos. 1 to 50 for the replacement of the gates of Sukkur Barrage. The rates are submitted by various contractors.

3270
 Comd. Recommended


 Superintending Engineer
 Resort P.M. Polder Circle
 SUKKUR.


 CHIEF ENGINEER IRRIGATION
 GUDDU BARRAGE SUKKUR.

PACKAGE-4

**COMPARATIVE STATEMENT OF MATERIAL FOR REGULATOR GATES OF
KANDH KOT DIVISION AT KASHMORE**

TENDERS CALLED VIDE NIT NO.SKP/G-66/70 DATED.11-1-2013 WITH DATE OF ISSUE 11-2-2013 & OPENING 12-2-2013.

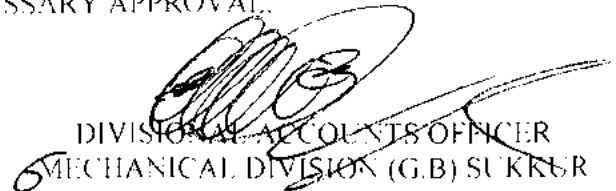
S. NO.	DESCRIPTION OF ITEM	UNIT	Qalandar Bux Abro & Co	Cemcon Const: Co	Madani Const: Co	Zulfiqar Ali Abro & Bros	Ghulam Mustafa & Sons
1.	MFG AND SUPPLYING M.S.VERTICAL SHUTTER COMPLETE IN ALL RESPECT WITH TWO COAT OF RED OXIDE AND BLACK BITUMEN PAINT.	Sft.	3650	3700	3600	3800	3900
2.	MFG AND SUPPLYING M.S.RADIAL SHUTTER COMPLETE IN ALL RESPECT WITH TWO COAT OF RED OXIDE AND BLACK BITUMEN PAINT.	Sft	7350	7375	7300	7400	7450
3.	M.S. NUT AND BOLTS 5/8" FULL THREADED OFF SIZE	KG	310	300	325	350	375
4.	M.S. ANGLE IRON OF 3X3 / 4X4 AS PER REQUIRED SIZE AS PER PC-1	KG	325	350	300	375	400
5.	M.S. CARRIAGE NUT & BOLT 5" LONG FOR PLATE FORM.	KG	325	350	310	375	400
6.	M.S. WASHERS 5/8".	KG	320	325	300	350	400
7.	M.S. KEYS 101X9X9MM	EACH	186	225	200	240	250
8.	M.P. GREASE.	KG	430	475	450	500	520
9.	COTTON WASTL.	KG	186	225	200	260	275
10.	M.S.SCREW ROD 64MM WITH M.S.COLIER D/S POLISHED.	RFT	4400	4500	4300	4256	4600

S. NO.	DESCRIPTION OF ITEM	UNIT	Qalandar Bux Abro & Co	Cemcon Const: Co	Madani Const: Co	Zulfiqar Ali Abro & Bros	Ghulam Mustafa & Sons
11.	M.S.SCREW ROD 64MM WITH M.S BOTTOM PLATE S/S POLISHED.	RFT	4400	4500	4300	4250	4600
12.	M.S.SCREW ROD 76MM WITH M.S BOTTOM PLATE S/S POLISHED.	RFT	4400	4500	4450	4600	4800
13.	M.S.COUNTER SHAFT 38MM DIA WITH FOUR KEY GROOVES	RFT	2500	2550	2460	2600	2700
14.	WOODEN PLANK 2.5'X1.0'X1.5" BABUL WOOD OR EQUIVALENT QUALITY.	RFT	675	700	650	600	750
15.	C.I.STOPPER 38 MM DIA WITH M.S.BOLT.	EACH	1425	1450	1400	1500	1550
16.	C.I.TOP BRACKET 64MM DIA S/S.	EACH	9600	9700	9575	9800	9900
17.	C.I.TOP BRACKET 76MM DIA	EACH	10700	10600	10800	11000	11500
18.	C.I.BOTTOM BRACKET 64MM WITH M.S.COVER PLATE.	EACH	9400	9500	9300	9600	9700
19.	C.I.BOTTOM BRACKET 76MM WITH M.S.COVER PLATE.	EACH	10700	10800	10650	10600	11500
20.	C.I.ROUND HAND WHEEL COMPLETE 64 & 76MM DIA HOLE.	EACH	17500	17600	17300	17800	18000
21.	BRASS NUT 64MM SQ.TYPE FOR D/S GATE.	EACH	15500	15600	15300	16000	16500
22.	BRASS NUT 64MM PHOOL TYPE FOR S/S GATE.	EACH	15500	15600	15400	16000	16500
23.	BRASS NUT 76MM SQ.TYPE FOR D/S GATE.	EACH	18500	19000	18000	19300	19400
24.	BRASS NUT 76MM PHOOL TYPE FOR D/S GATE.	EACH	18500	19000	18000	19300	19400
25.	M.S.HANDLE FOR SINGLE SCREW GATE.	EACH	4390	4600	4400	4650	4700
26.	M.S.HANDLE FOR REDIAL GATE.	EACH	4500	4390	4400	4600	4700

S. NO.	DESCRIPTION OF ITEM	UNIT	Qalandar Bux Abro & Co	Cemcon Const: Co	Madani Const: Co	Zulfiqar Ali Abro & Bros	Ghulam Mustafa & Sons
27.	M.S CHANNEL 6X3 /4X2 REQUIRED SIZE AS PER PC-I.	KG	350	400	300	500	600
28.	SUPPLYING OXYGEN AND D.A.GASES 3-1 SET	SET	13300	13500	13170	13600	13700
29.	M.S STEEL WIRE ROPE 16 MM AS PER PC-I REQUIRED SIZE	RIT	250	300	225	215	315
30.	G-I CLAMP 16 MM	EACH	200	225	175	250	300
31.	WENCH THURST BEARING	EACH	1300	1350	1280	1400	1365
32.	C-OIL	LITER	475	500	450	425	550
33.	ENGAGING CRANE ON HIRE BASIS MORE THAN 15 TON CAPACITY WITH ALL CHARGES BUT WITHOUT POL CHARGES.	HOUR	4450	4500	4400	4600	4390
34.	M.S CHANNEL 6X3 /4X2 AS PER PC-I REQUIRED SIZE	KG	300	350	325	380	400
35.	M.S PLATE 10 MM REQUIRED SIZE AS PER PC-I	KG	330	350	320	380	400
36.	M.S WIRE ROPE BRACKET	EACH	6925	6950	6975	6920	7000
37.	M.S WORM GEAR LARGE SIZE	EACH	12650	12700	12640	12800	12900
38.	C-I TOP GEAR 64 MM D/S	EACH	17975	18000	17955	18500	19000
39.	C-I TOP GEAR 76 MM D/S	EACH	21000	20000	20100	23000	23500
40.	C-I TAPPER PINION DIA 38 MM 64 MM D/S	EACH	2795	2825	2800	2850	2900
41.	C-I PLUMBING BRACKET DIA 38 MM 64 MM D/S	EACH	3100	3200	3060	3300	3400

S. NO.	DESCRIPTION OF ITEM	UNIT	Qalandar Bux Abro & Co	Cemcon Const: Co	Madani Const: Co	Zulfiqar Ali Abro & Bros	Ghulam Mustafa & Sons
42.	C-I PLUMBING BRACKET 38 MM 76 MM D/S	EACH	3475	3500	3400	3600	3700
43.	C-I WEDGE & SOCKET	EACH	2670	2680	2660	2700	2650

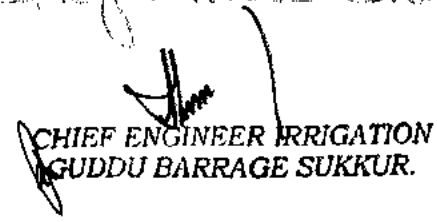
CERTIFIED THAT THE 05 NOS. CONTRACTORS/AGENCIES/BIDDERS/FIRMS HAVE BEEN PARTICIPATED IN THE COMPETITION AND QUOTED THEIR RATES. LOWEST RATES ARE ENCIRCLED WITH RED INK AND RECOMMENDED FOR NECESSARY APPROVAL.

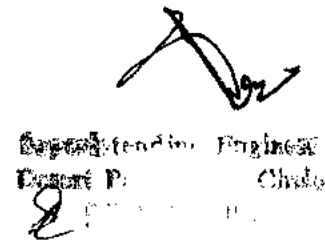

 DIVISIONAL ACCOUNTS OFFICER
 MECHANICAL DIVISION (G.B) SUKKUR


 EXECUTIVE ENGINEER
 MECHANICAL DIVISION (G.B) SUKKUR

Approved for installation for item Nos. 1 to 13 required for repair/replacement of Regulator gate of Mandir Nat. Div. of irrigation project by various contractors.

Lowest rate recommended.


 CHIEF ENGINEER IRRIGATION
 GUDDU BARRAGE SUKKUR.


 Deputy Engineer
 District P. Chito

**ESTIMATES FOR REPAIR/REPLACEMENT & REHABILITATION OF
REGULATOR GATES OF KANDH KOT DIVISION UNDER ADP
SCHEME NO. 280 FOR THE YEAR 2012-2013**

GENERAL ABSTRACT

S.No.	Description.	Amount.
1.	Frontier RD-40, 1 No 64 mm S/S	22,82,84/-
2.	Faizabad Hd:Reg, 2 No 64 mm D/S	232973
3.	109 Pst Feeder 11 No, Radial Gate	16118736
4.	Bakhshapur Minor 2 No, 64 mm S/S	334334
5.	Bakhsho karrio 1 No, 64 mm S/S	189186
6.	7 th Mile D-Canal 7 No, Radial Gate	178902
7.	X-Regulator RD-54 Toj	1242120
8.	Kajli Minor Head Regulator	301343
9.	X-Regulator RD-22 Toj	136582
10.	X-Regulator RD-40 Toj	89391
11.	X-Regulator 19 Mile Desert Canal	236238
12.	Toj Sub Branch Head Reg:	105164
13.	Murad Wah Hd:Reg: 64 mm S/S	658211
14.	Thallo Distry 2 No, 64 mm S/S	422720
15.	Noorpur Hd:Reg: 2 No, 64 mm S/S	450019
16.	Chacher Hd:Reg: 1 No, 64 mm S/S	78,520/-
17.	RD-144 Fall Garhi Hassan Distry	387,730/-
18.	Hairo Head Reg:	733625
19.	Dubi Head Regulator	60042
20.	Bhatta Head Regulator	65442
21.	Fall Garhi Hassan Head Regulator RD-33	841744
22.	Bahadurpur Head Regulator	104762
23.	Garhi Hassan Distry RD-56	465727
24.	Qaiser Head Regulator	1053496
25.	Desert Canal RD-63 Mile Head Reg:	153832
26.	Jungoo Head Regulator	291813/-
27.	Fall Garhi Hassan Br: RD-92	128292
28.	Mistry Minor Head Regulator	190613
29.	41 Mile Desert Canal	202,386/-
30.	Tharoo Head Regulator	733624
31.	Old Manghi Head Regulator	28007
32.	New Manghi Head Regulator	56842
33.	50 Mile Desert Canal	466,093/-
34.	Ahmed Head Regulator	458806
GRAND TOTAL=		35042853.8

Rate Approved by chief Engineer Irrigation
Gudu Barrage Region SUKKUR Vid No: 0-91/
W-B-I/488 dated 14-02-2013

35,041,370/-

[Signature]
EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B.)
SUKKUR

*Sanctioned for RS=35,041,370/-
Rupees Three Crore Fifty Lac Forty
= one thousand five hundred and seventy*

Recommended

[Signature]
Superintending Engineer
Desert Pancher Circle
SUKKUR.

[Signature]
CHIEF ENGINEER IRRIGATION
GUDU BARRAGE SUKKUR

**ESTIMATES FOR REPAIR / REPLACEMENT & REHABILITATION OF
REGULATOR GATES OF BEGARI DIVISION JACOBABAD
(THUL & CHOI SUB DIVISIONS)
UNDER ADP SCHEME NO. 280 FOR THE YEAR 2012-2013**

GENERAL ABSTRACT

S.No.	Description.	Amount.
1.	9 th Mile Unar 14 No 64 mm S/S	113270
2.	Hazaroo Minor 2 No 64 mm S/S	59225
3.	Baragh Minor 3 No 64 mm S/S	668848
4.	17 th mile Saifal 6 No Redial	8654007
5.	Unar Distry 3 No 64 mm S/S	92765
6.	Saifal Distry 2 No 64 mm S/S	54210
7.	Moosa Allahabad RD-45 5 No 76mm D/S	2842925
8.	Anis Minor 1 No 64 mm S/S	261548
9.	Moosa Allahabad RD-66 3 No 64 mm D/S	207165
10.	Bitti Hd: Reg: 2 No 64 mm S/S	667361
11.	Daho Hd: Reg: 2 No 64 mm S/S	664582
12.	28 th Mile Begari 11 No Redial gate	11679663
13.	Mirza Head 4 Nos Redial Gate	4358195
14.	10 th Mile Choi 4 No 76 mm D/S	631349
15.	13 th Mile 3 No 76 mm D/S	689340
16.	19 th Mile 3 No 76 mm D/S	87495
17.	22 Mile 2 No 76 mm D/S	41350
18.	RD-133 Choi 3 No 64 mm S/S	98865
19.	9 th Mile Mirza 3 No, 64 mm S/S	81765
20.	Mirpur Minor 2 No, 64 mm S/S	392807
21.	12 th Mile Mirza 2 No, 64 mm S/S	57610
22.	D 2 L, 2 No, 64 mm S/S	846357
23.	D 3 L, 2 No, 64 mm S/S	248727
24.	D 5 R, 1 No, 64 mm S/S	60955
25.	D 6 R, 2 No, 64 mm S/S	176773
26.	D 6 L, 2 No, 64 mm S/S	319135
27.	Choi Head 4 No, Redial Gate	150300
28.	Gohar Shakh 1 No, 64 mm S/S	324036
29.	Kalhora Head 2 No, 64 mm S/S	100010
30.	Bhatti Head Reg: 2 No, 64 mm S/S	53310
31.	Channa Head 3 No, 64 mm D/S	104995
32.	Sone wah 2 No, 64 mm S/S	53610
33.	6 th mile Mirza 4 No, 64 mm S/S	88420
GRAND TOTAL=		34930973

*Rate Approved by Chief Engineer
Irrigation Levels Barrage, Repair
Sukkur Vade Letter No. OL 911
W-B-1/488 dated 14-02-2013.*

[Signature]
EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B)
SUKKUR

*Sanctioned for Rs=34930973/-
Repres Three Crore Forty Nine Lac=
=Thirty thousand, Nine hundred and Seventy Three*

Recommended

[Signature]
CHIEF ENGINEER IRRIGATION
SUKKUR BARRAGE SUKUR

[Signature]
SuperIntending Engineer
Desert Postfeeder Circle
SUKKUR.

**ESTIMATES FOR REPAIR / REPLACEMENT & REHABILITATION OF
REGULATOR GATES OF SUKKUR BEGARI BUND DIVISION SUKKUR
UNDER ADP SCHEME NO. 280 FOR THE YEAR 2012-2013**


GENERAL ABSTRACT

S.No.	Description.	Amount.
1.	RD-393X- Regulator 3 No S/S	895701
2.	New Rajib Hd: 2 No D/S	131330
3.	Goserji Hd: Reg: 2 No D/S	65356
4.	BSF RD-380 X-Reg: 5 No D/S	160422
✓5.	BSF RD-338 X-Reg: 3 No Redial	1385211
✓6.	Colonel Five Reg: 6 No D/S	1144065
✓7.	Mirza Hd: Reg: 4 No S/S	808669
✓8.	BSF RD- 320 X- Reg: 7 No Redial	4592652
✓9.	Sindh Hd: 2/4 X-Reg: 7 No Redial	1431174
✓10.	18 th Mile Sindh Canal 8 No D/S	1406908
✓11.	Sind Canal 4/5 X-Reg:7 No D/S	1501154
✓12.	29 Mile Sind Canal Reg: 2 No S/S	526919
✓13.	RD 113 Sind Canal Reg: 6 No S/S	1465520
✓14.	Jaro Hd Reg: 3 No S/S	500620
✓15.	Chotta Begari Hd: Reg: 2 No D/S	821387
✓16.	25 th Mile X-Reg: 2 No D/S	1399341
✓17.	Wazir Abad Hd: Reg: 1 No. D/S	212118
✓18.	9/5 X- Reg: Sind Canal 6 No Redial	3895198
✓19.	Rais Wah RD-11 Reg: 2 No S/S	408916
GRAND TOTAL=		22752661


*Rate approved by Chief Engineer
Irrigation Level Barrage Refin Sukkur.
vide letter no. O-9/1/W-B-I/
400 dated 14-02-2013.*


EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B.)
SUKKUR

Recommended


Superintending Engineer
Desert Pafeder Circle
SUKKUR.

Sanctioned for Rs=2,27,52,661/=
(Rupees Two Crore Twenty Seven Lac=
= Fifty Two thousand Six hundred and Sixty one only)


CHIEF ENGINEER IRRIGATION
GODDU BARRAGE SUKKUR

**ESTIMATES FOR REPAIR/REPLACEMENT & REHABILITATION OF
REGULATOR GATES OF BEGARI DIVISION JACOBABAD
(GARHI KHERO SUB DIVISION & JACOBABAD SUB DIVISION) UNDER
ADP SCHEME NO. 280 FOR THE YEAR 2012-2013**

GENERAL ABSTRACT

S.No.	Description.	Amount.
✓ 1.	Gul Shakh 4 Nos. 76 mm D/S	1652757
✓ 2.	Buriro Head Regulator 2 Nos. 64 mm S/S	58120
✓ 3.	60 Mile Begari 5 Nos. 76 mm D/S	3309610
4.	58 th Mile Begari 4 Nos. 76 mm D/S	171980
✓ 5.	Lal Shahbaz 2 Nos. 64mm S/S	353270
✓ 6.	Tajo Dero Head Regulator 4 Nos. 64 mm S/S	128740
✓ 7.	Shahpur Head Regulator 2 Nos. 64 mm S/S	75620
✓ 8.	37 th mile Begari 9 No, Redial Gate	12631505
✓ 9.	Noor Wah 6 No, Redial Gate	360420
✓ 10.	Humayon Hd: Reg: 4 No, 64 mm S/S	256280
11.	Katta Hd: Reg: 2 No, Redial Gate	256630
12.	Garhi Chand Hd: Reg: 3 No, 64 mm D/S	932645
✓ 13.	Koreja Hd: Reg: 4 No, 64 mm S/S	288780
✓ 14.	43 rd Mile Begari 6 No, Redial Gate	8325932
✓ 15.	47 th Mile Begari 6 No, Redial Gate	8848226
16.	New Hazaroo 2 No, 64 mm S/S	220869
✓ 17.	8 th Mile Koreja 3 No, 64 mm S/S	951494
✓ 18.	Alhando Minor 1 No, 64 mm S/S	283108
19.	Ahmed Hd: Reg 2 No, 64 mm S/S	618656
✓ 20.	Raj Wah Head 1 No 64 mm S/S	79765
21.	Oid Hazaro 1 No 64 mm S/S	219508
22.	Jani Dero Hd Reg: 64 mm	141636
GRAND TOTAL=		40165551

*Rate Approved by Chief Engineer
irrigation Goda Barrage Koprin
Sukkur vide letter No: 0271/
W-B-I/488 dated 14-02-2013*

[Signature]
EXECUTIVE ENGINEER
MECHANICAL DIVISION (G.B)
SUKKUR

Recommended

[Signature]
Superintending Engineer
Desert Patfeeder Circle
SUKKUR

*Sanctioned for Rs. 40165551/-
(Rupees Four Crore one lac fifty five
thousand five hundred and fifty one only)*

[Signature]
CHIEF ENGINEER IRRIGATION
GODA BARRAGE SUKKUR



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

Karachi dated the

December 2012

ORDER

NO.10/2012-SO(PL)/12:- Administrative Approval of the Government of Sindh is hereby accorded in favour to Chief Engineer Irrigation, Gudu Barrage Region, Sukkur, for execution of ADP scheme namely "Rehabilitation / Replacement & Repair of Regulator / Gates of Gudu Barrage Region" (ADP No.280, 2012-13) approved at the cost of Rs.149.961 million (Rupees One Hundred Forty Nine Million Nine Hundred Sixty One Thousand) only with FEC Nil.

2. The expenditure involved will be debited to the head of account "04-Economic Affair (Cap)042-Agriculture, Food, Irrigation, Forestry and Fishing 0422-Irrigation-042203-Canal Irrigation". The plan period of the scheme is up to the financial year 2013-2014.

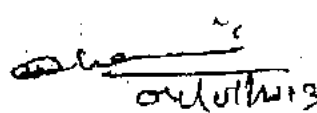
3. The scheme has been approved by PDWP in its meeting held on 17-12-2012 at Karachi.


(BAHAR HUSSAIN EFFENDI)
SECRETARY TO GOVERNMENT OF SINDH

04-01-2013

NO.FD.SO(DEV-II) 7(62)12-13 Karachi, dated the ~~December 2012~~

Copy forwarded to the Accountant General Sindh, Karachi, for information and necessary action.


(ABDUL HAMEED KHASKHERI)
SECTION OFFICER (DEV-II)
FOR SECRETARY TO GOVT. OF SINDH
FINANCE DEPARTMENT

(ABDUL HAMEED KHASKHERI)
Section Officer (Dev-II)
Government of Sindh
Finance Department
Karachi

Cont'd P/2

B-2 - Tender issued to M/S Hafiz Subhan & Co on 4th of Tender Form No 2000/ DR No 6484 dt 11.2.2013.

P.W.D. 207

(7)

G.Rs. W.P.D., Nos. 7938 of 6-1-35, 56-1 of 6-1-36, 1659, W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-P/37 of 9-11-37 (P.W.D.) No. 5-173, 2-W of 22-2-39 12-10-41 and 2-5-44, 65-W of 22-2-39 12-10-41 and 2-2-44, 65-W 10/12/11-1 of 28-3-42, 5647-W2 of 12-12-50

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE - D.P.F. O Sullu
DIVISION - Mech. Div. G.B. Sullu

Percentage Rate Tender and Contract
for works Repair/Replacement & Rehabilitation
7 Reg: Gate of Gudu Lake to 3rd rd of Div
1 Reg: Div. Jodig Gudu Barrage
Reg in Sullu. No. 4016 5551/.

General Rules and Direction for the Guidance of Contractors

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

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

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

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

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

Subscribed by
Executive Engineer
Mech. Div. Sullu
No. 4016-48/527
dt 18/2/2013.

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

Executive Engineer
Mechanical Division
(G.B.) Sullu

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

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

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

Executive Engineer
Mechanical Division
(G.B.) Sullu

CONTRACTOR

by the Public Works Department and their rates shall be filled in and completed by the office of Executive Engineer, before the tender form is issued. If a form issued to an intending tender has been so filled in and completed he shall request the said office to have this done before he complete and delivers his tender.

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

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

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

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

Tender for Work

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

Memorandum

- (a) General description *Repair/Replacement of Pehlebbi Katani 7 Bag: Gata 7 Gathi Lehera 3 Jod 8/1000 7 Repair Dm Jod.*
- (b) Estimated cost. *Rs. 4016555/-*
- (c) Earnest money. *2%* Rs. *803311/-*
- (d) Security deposit — (including earnest money) *5%* Rs.
- (e) Percentage, if any, to be deducted from bills (Rupees) *6%* Rs.) per cent.
- (f) Time allowed for the work from date of written order to commence. Months

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

Receipt No. _____ dated _____ from Government Treasury or Sub-Treasury at _____ in respect of the sum of Rs. *802000/-* *Allah Bank of Pub. Lab.*

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

[Signature]
Executive Engineer
Mechanical Division
(G.B.) Sukkur

*in figures as well as in words.

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

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

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

e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirement, of the case, where security deposit is taken. See note of clause 1 of condition of contracts.

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

* Amount to be specified in words and figures

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

[Stamp]

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

*Should not (b) if any cash security deposit is to be taken.

Date Dated the _____ day of _____ 199 _____

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

(Witness)
(Address)
(Occupation)

[Signature]
CONTRACTOR

The above tender is hereby accepted by me on behalf of the Government of Sind.
for Rs. 40,551/- (Chufun four core, one lac, fifty five thousand =
Executive Engineer, *five hundred & fifty one* only.
Division (or his duly authorised Assistant)

Signature of the officer by whom accepted.

Date Dated the _____ day of _____ 199 _____
CHIEF ENGINEER
Irrigation Gudu Barrage Sukkur.

Conditions of Contract

Clause 1. — The persons whose tender may be accepted (hereinafter called the contractor) shall (A) within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 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 Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to, per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sales aforesaid the contractor shall, within ten days thereafter, 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.

Security deposit.

[Signature]
CONTRACTOR

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

Compensation for delay.

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

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

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

[Signature]
CONTRACTOR

[Signature]
Executive Engineer
Mechanical Division
(G.B.) Sukkur

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

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

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

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

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

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

Action when whole of security deposit is forfeited.

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

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

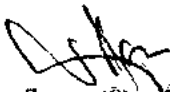
(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and given it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or 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, with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performances of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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


Executive Engineer
Mechanical Division
(G.B.) Sukkar

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Clause 5.— In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall 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 a case of contract not being applicable, at current market rates, to be certified by the Executive Engineer, whose certificate thereof shall be final. In the alternative the Executive Engineer, may after giving notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

[Signature]
CONTRACTOR

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

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

Select clause

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

[Signature]
CONTRACTOR

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.

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

The Certificate

[Signature]
CONTRACTOR

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Executive Engineer
Mechanical Division
(G.B.) Sukkur

Removal of Bundhis

[Signature]
CONTRACTOR

Payments on intermediate certificates to be regarded as advances

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

[Signature]
Bills to be submitted monthly

Bills to be on Printed form

Store supplied by Government

[Signature]
CONTRACTOR

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

Clause 8. — No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in Clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring and bad, unsound, imperfect or unskillful work to be removed or taken away and re-constructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims; nor shall it conclude, determine; or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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

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

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

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

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Mechanical Division
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store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matter in strict accordance with specification, lodged in the office of the executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relation to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such, drawings, and instructions as aforesaid.

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

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid clause 38 below as Part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive, and if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at* (.....) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration accordance with the procedure laid down in clause—52.

Alteration in Specification and designs not to invalidate Contracts.

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

No. claim in any payment of compensation for alteration into restriction of work

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.

Time limit for unforeseen claims

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

Action and compensation payable in case of bad work.

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

Work to be open to inspection.

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

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

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

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

Contractor to supply plant, 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 proper for the execution of the work, whether in the original, altered, or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in the conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to arrive 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, weighting and assisting in the measurement or examination at any time and from time to time of the work or the material, Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above

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

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precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

Measures for prevention of fire

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

[Signature]
CONTRACTOR

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

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

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

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

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

Employment of female labour

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

Work on Fridays

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

Work not to be sublet.

[Signature]

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

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

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

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

Changes in the constitution of firm to be Notified

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

Work to be under direction of Superintending Engineer.

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CONTRACTOR

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

Decision of Superintending Engineer to be final.

[Signature]
DIRECTOR

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

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

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

Lumpsums in estimates.

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

Action where no specification.

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

Definition of work.

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

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

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

Refund of quarry fees and royalties.

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

Compensation under the workmen's Compensation Act.

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

Claim for quantities entered in the tender or estimate.

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

Employment of non-labour.

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

Claim for Compensation for delay in starting the work.

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

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Executive
Mechanical
(G.B.)

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

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

Entering upon or Commencing any portion of work

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

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

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

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

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

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

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 other Timbers.

Pakistan Timber to be used.

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

Certificate for Concessionary freight Charges from Railway.

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

Procedure of acceptance of tenders when tenders rates are same.

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

Recovery of dues from Contractor as arrears 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. forbidden.

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

Payment of sales tax.

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

Interest or share Government Servant in the work.

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

When the sanctioning authority for the tender is:--

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

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CONTRACTOR

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Executive Engineer
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Government

One hundred & eighty days.

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

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

[Signature]
Divisional Accountant
SUKKUR.

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

Executive Engineer.

[Signature]
Contractor

[Signature]
Executive Engineer
Mechanical Division
(G. By Sukkur)

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SCHEDULE A

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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.	Paisa	
				
				
				
				
				
				
				
				
				
				
				
				
				

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 **Mechanical Engineer**
Mechanical Division
Assistant Engineer)

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SCHEDULE - B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Item No.	Quantities estimated but may be more or less.	Items of work	Tenders rate			Unit	Total amount according to estimate quantities
			In figures		In words		
			Rs.	Paisa.			

Note 1 - All work shall be carried out as per Public Works Department's Manual-book and other specifications of the Division or as directed.

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

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

(Signature of Contractor)

(Signature of Inspecting Engineer)

Mechanical Engineer
(G.B) Sukkur

Note - To be continued on a additional sheets if found necessary.

B-2 - Tender issued to M/S Ghulam Mustafa Ghumro Contractor on a/c of
Tender No. 123000. DR no: 6483 dt. 4.2.2013. P.W.D. 287

G.Os, W.P.D., Nos. 7938 of 6-4-35, 36-1 of 6-1-36,
1659, W of 27-9-37, G.C.M.P. and M.Deptt. No.
383-F/37 of 9-11-37 (P.W.D.) No. 5-173, 2-W of
22-2-39 12-10-44 and 2-3-44, 653-W of 22-2-39
12-10-44 and 2-2-44, 65-W 103B/11-1 of 28-3-49,
5647-W2 of 12-12-50

FORM B-I

PUBLIC WORKS DEPARTMENT

CIRCLE - D.P.F. O Jalla
DIVISION - Mech. Div. G.B
Subkur

Percentage Rate Tender and Contract
for works same of work

Repair: Replacement of Mch. cbl. to tank
of Ref: Galla Bagri Div: Jall
Tanda Barrage/Region Subkur.

General Rules and Direction for the Guidance of Contractors

A-39517884/-

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

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

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

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

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

Authority
Extant. Sanctioned by
Chief Engineer G.B.
Region Subkur. DR/
LB-GB/527
dt: 18/2/2013.
A-39517884/-

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

Executive Engineer
Mechanical Division
(G.B) Subkur

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

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

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

Executive Engineer
Mechanical Division
(G.B) Subkur

G. N. Jalla
Subkur

by the Public Works Department and their rates shall be filled in and completed by the office of Executive Engineer, before the tender form is issued. If a form issued to an intending tender has been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

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

Memorandum

- (a) General description. *Repair, Replacement & Rehabilitation of Reg. Gates & Reg. No. 1 of Quila Barrage Reg. Sindh*
- (b) Estimated cost. *Rs. 39517884/-*
- (c) Earnest money. *2%* Rs. *790358/-*
- (d) Security deposit — (including earnest money) *5%* Rs. _____
- (e) Percentage, if any, to be deducted from bills (Rupees _____) per cent. *6%* Rs. _____
- (f) Time allowed for the work from date of written order to commence. _____ Months

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

Call Dept. No. 050139 dt 30.1.2013

Receipt No. _____ dated _____ from Government Treasury or Sub-Treasury at _____ in respect of the sum of Rs. *790358/-*

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

*in figures as well as in words.

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

c) The amount of earnest money to be deposited shall be in accordance with the provisions of para 515 and 116 of the P.W.D. Manual.

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

e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirement, of the case, where security deposit is taken. See note of clause 1 of condition of contracts.

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

* Amount to be specified in words and figures

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

*Executive Engineer
Mechanical Division
(G.B) Sukkur*

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

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

Dated the _____ day of _____ 199__

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

(Witness)
(Address)
(Occupation)



Signature of the officer by whom accepted.

The above tender is hereby accepted by me on behalf of the Government of Sind, for Rs. 3,95,17,884/- *Chupar Three coran Nambur Lira kani Sadahtu* Executive Engineer, *Tharu eight-hundred & eighty four only* Division (or his duly authorised Assistant).

Dated the _____ day of _____ 199__
CHIEF ENGINEER
Irriation Gudu Barrage Sulem
Conditions of Contract

Clause 1. — The persons whose tender may be accepted (hereinafter called the contractor) shall (A) within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 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 Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to, per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sales aforesaid the contractor shall, within ten days thereafter, 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 cast of the depositor, be converted into interest, bearing securities provided that the depositor has expressly desired this in writing.

Security deposit



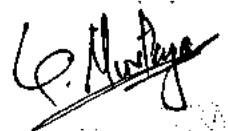
If the amount of the security deposit to be paid in a lumpsum within the period specified at (A) above is not paid tender / contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

Compensation for delay.

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

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

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



[Signature]
Executive Engineer
Mechanical Division
(G.B) Sulem

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

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

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

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

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

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

Action when whole of security deposit is forfeited.

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

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

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

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

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

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

G. M. ...

G. M. ...

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 a case of contract not being applicable, at current market rates, to be certified by the Executive Engineer, whose certificate thereof shall be final. In the alternative the Executive Engineer, may after giving notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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



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

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

Selection time.



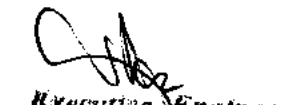
Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the P.W.D. or any of its authorised officers the Executive Engineer, may at any time before the date of completion and on his own initiative extend the time for completion of the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

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

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

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

Final Certificate


Executive Engineer
Mechanical Division
(C.B.) Sukkur



Removal of Bundhis

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

Payments on 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 work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in Clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring and bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims; nor shall it conclude, determine; or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work. The otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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

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

Bills to be submitted monthly

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

Bills to be on Printed form

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

Store supplied by Government

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 for time to time to be need by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted contract, or otherwise, or from the security deposits or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in the case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of government and shall on no account be removed from the site of the work, as shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfect good condition at the time of completion or determination the contract shall be refunded to the P.W.

(G.B.) Sukkur
District Engineer
Mechanical Division

store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for, any wastage in or damage to any such materials.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matter in strict accordance with specification, lodged in the office of the executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relation to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such, drawings, and instructions as aforesaid.

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



Alteration in Specification and designs not to invalidate Contracts

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid clause 38 below as Part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive, and if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at* (.....) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration accordance with the procedure laid down in clause—52.



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

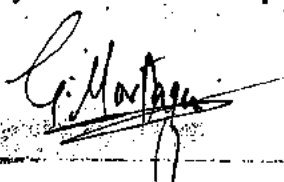
Clause 15—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out in part, he shall give notice in writing of the fact to the contractor,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

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

Time limit for unforeseen claims

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

Action and compensation payable in case of bad work.



Executive Engineer
Mechanical Division
(G.B.) Sukkur

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

C. M. D. J.

Work to be open to inspection.

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

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

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

C. M. D. J.

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

Contractor to supply plant, 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 proper for the execution of the work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents, forming part of the contract or referred to in the conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or of material, Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above

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

C. M. D. J.

Executive Engineer
Mechanical Division
(G.B.) Sukkur

precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

Measures for permission of fire

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

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

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

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

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

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

Employment of female labour

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

Work on Fridays

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

Work not to be sublet.

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

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

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

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

Changes in the constitution of firm to be Notified

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

Work to be under direction of Superintending Engineer.

Executive Engineer
Mechanical Division
(G.R.) Subbarao

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

Decision of Superintending Engineer to be final.

G. H. Montagu

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

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

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

Lumpsums in estimates.

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

Action where no specification.

G. H. Montagu

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

Definition of work.

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

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

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

Refund of quarry fees and royalties.

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

Compensation under the workmen's Compensation Act.

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

Claim for quantities entered in the tender or estimate.

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

Employment of cool labour.

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

Claim for Compensation for delay in starting the work.

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

G. H. Montagu

G. H. Montagu
Executive Engineer
Mechanical Division
(G. B.) Sukkur

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

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

Entering upon or Commencing any portion of work

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

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

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

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

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

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

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

Pakistan Timber to be used.

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

Certificate for Concessionary freight Charges from Railway.

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

Preference in acceptance of tenders when tenders rates are same.

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

Recovery of dues from Contractor as arrears 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. forbidden.

Clause 49.— I/We hold myself/ourselves responsible to pay the sales tax as fixed 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 share Government Servant in the work.

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

When the sanctioning authority for the tender is:—

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

Executive Engineer
Mechanical Division
(G.B) Sukkur

Government

One hundred & eighty days

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

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

[Handwritten Signature]
Divisional Engineer
SUKKUR.

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.

[Handwritten Signature]
Contractor

[Handwritten Signature]
Executive Engineer
Mechanical Department
(G.B.) Division

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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.	Paisa	
PAKISTAN SPECIAL ADHESIVE 10000R				
PAKISTAN SPECIAL ADHESIVE 10000R				
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PAKISTAN SPECIAL ADHESIVE 1000R				
PAKISTAN SPECIAL ADHESIVE 500R				
PAKISTAN SPECIAL ADHESIVE 30R				
PAKISTAN SPECIAL ADHESIVE 25R				

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]
 (Signature of Contractor),

[Signature]
 Executive Engineer
 Mechanical Division
 Assistant Engineer

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SCHEDULE - B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Item No.	Quantities estimated but may be more or less.	Item of work	Tenders rate			Unit	Total amount according to estimate quantities
			In figures		In words		
			Rs.	Paisa.			

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

(Signature of Contractor)

(Signature of Executive Engineer)
(Signature of Mechanical Division)
(G.O) SE

Note - To be continued on a additional sheets if found necessary.

Q-2. Tender issued to M/S Z.A. Ahmed Construction Company on 4-2-13
 Tender Fee Rs 2000/- DR no: 6482 dt 4-2-2013.

P.W.D. 287

FORM B-I

G.Rs. W.P.D., Nos. 7938 of 6-1-35, 56-1 of 6-1-36, 1659, W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-P/37 of 9-11-37 (P.W.D.), No. 5-173, 2-W of 22-2-39, 12-10-44 and 2-3-41, 651-W of 22-2-39, 12-10-44 and 2-2-44, 65-W 1038/11-1 of 28-3-42, 5647-W2 of 12-12-50

PUBLIC WORKS DEPARTMENT
 CIRCLE
 DIVISION

O.P.F. O Sullu
Mech. Div: A. B
Sullu

Percentage Rate Tender and Contract
 for works *Repair, Resurfacing & Rehabilitation*
of Reg. Gates of S.B.S. Div: Sullu
Sullu Barrage Region Sullu

General Rules and Direction for the Guidance of Contractors

R. 22752661/



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 tenders as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

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

Authority
Executive Engineer
Mechanical Division
(G.B.) Sullu
CE-9.B/527
dt. 18/2/2013.
R. 22752661/

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

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

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

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

[Signature]
 Executive Engineer
 Mechanical Division
 (G.B.) Sullu

[Signature]
 CONTRACTOR

by the Public Works Department and their rates shall be filled in and completed by the office of Executive Engineer, before the tender form is issued. If a form issued to an intending tender has been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

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

Memorandum

- (a) General description. *Repair/Replacement & Rehabilitation of Reg. Gate 7 Sukkur Begun Canal Division Sukkur.*
- (b) Estimated cost. *Rs. 22752661/-*
- (c) Earnest money. *2%* Rs. *455053/-*
- (d) Security deposit — (including earnest money) *5%* Rs.
- (e) Percentage, if any, to be deducted from bills (Rupees) *6%* Rs. per cent.
- (f) Time allowed for the work from date of written order to commence. Months

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

Call Deposit No: 050137 dt. 30-1-2013.

Receipt No. dated from Government Treasury or Sub-Treasury Lt. *Habib Mehsopolitani Bank Ltd Sukkur* in respect of the sum of Rs. *600000/-*

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

[Signature]
Executive Engineer
Mechanical Division
(G.B) Sukkur

[Signature]
CONTRACTOR

a) If several sub-work are included they should be detailed in a separate list.
[Signature]

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

d) This deposit shall be in accordance with paras 515 and 521 A 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 requirement, of the case, where security deposit is taken. See note of Clause 1 of condition of contracts.

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

* Amount to be specified in words and figures

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

[Signature]
CONTRACTOR

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

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

CONTRACTOR
Signature of the officer by whom accepted

Security deposit.

CONTRACTOR

Compensation for delay.

Executive Engineer
Mechanical Division
(G.B.) S...

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

Dated the _____ day of _____ 199 _____

(Witness)

(Address)

(Occupation)

Superintending Engineer
Resort Pat Feeder Circle

The above tender is hereby accepted by me on behalf of the Government of Sind.
Executive Engineer - *Thana...*
Division (or his duly authorised Assistant).

Dated the _____ day of _____ 199 _____

CHIEF ENGINEER

Conditions of Contract
Irrigation Gudu Barrage Sub

Clause 1. — The persons whose tender may be accepted (hereinafter called the contractor) shall (A) within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs., 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to, per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sales aforesaid the contractor shall, within ten days thereafter, 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.

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

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

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

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

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

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

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

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

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

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

Action when whole of security deposit is forfeited.

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

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

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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and given it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or 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, with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performances of such work and the amount payable, in respect thereof, and he shall only be entitled to be paid the amount so certified.

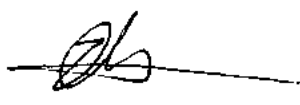
Action when the progress of any particular portion of the work is unsatisfactory.

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

Executive Engineer
Mechanical Division
(G.B.) Sukkur

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 a case of contract not being applicable, at current market rates, to be certified by the Executive Engineer, whose certificate thereof shall be final. In the alternative the Executive Engineer, may after giving notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of any such sale shall be final and conclusive against the contractor.

Contractor remains to pay compensation if action is taken under clause 3 and 4.



CONTRACTOR

This certificate possession of or require removal of or take contract plant

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

Extension time

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

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

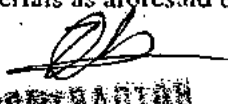


CONTRACTOR

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.

The Certificate


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



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Mechanical Division
(G.B.) Subcar*

Removal of Bundhis


CONTRACTOR

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

Payments on 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 work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in Clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring and bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims; nor shall it conclude, determine; or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.


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

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

Bills to be submitted monthly

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


Bills to be on Printed form

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

Store supplied by Government

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 for 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 deposit is held in Government securities, the same or a sufficient portion thereof shall in the case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of government and shall on no account be removed from the site of the work, as shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfect good condition at the time of completion or determination the contract shall be refunded to the P.W.


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Mechanical Division
(G.B) Sukkur

store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Clause 13. —The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matter in strict accordance with specification, lodged in the office of the executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relation to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such, drawings, and instructions as aforesaid.

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

CONTRACTOR

Clause 14.— The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid clause 38 below as Part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive, and if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at* (.....) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration accordance with the procedure laid down in clause—52.

Alteration in Specification and designs not to invalidate Contracts.

CONTRACTOR

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

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

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.


Time limit for unforeseen claims

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

Action and compensation payable in case of bad work.

CONTRACTOR

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Mechanical Division
(G.B.) Subur


CONTRACTOR

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


Work to be open to inspection.

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

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

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


CONTRACTOR

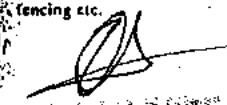
Contractor liable for damage done, and for inspections for three months after certificate

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 or grass land or cultivated ground continuously the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever, or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall 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 proper for the execution of the work, whether in the original, altered, or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in the conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to arrive 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, weighting and assisting in the measurement or examination at any time and from time to time of the work or of material. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above

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


CONTRACTOR

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Mechanical Division
(Sd/-) Sankar

precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

Measures for prevention of fire

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



CONTRACTOR

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

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

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

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

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

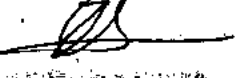
Employment of female labour

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

Work on Fridays

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

Work not to be sublet



CONTRACTOR

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

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

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

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

Changes in the constitution of firm to be notified

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

Work to be under direction of superintending Engineer



CONTRACTOR

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

Decision of Superintending Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

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

Lumpsums in estimates.

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

Action where no specification.

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

Definition of work

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

Contractors percentage where applied to net or gross amounts of bill

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

Refund of quarry fees and royalties

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

Compensation under the workmen's Compensation Act.

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

Claim for quantities entered in the tender or estimate

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

Employment of convict labour.

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

Claim for Compensation for delay in starting the work

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

Executive Engineer
Mechanical Division
(Sd/-) Sukkur

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


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

Entering upon or Commencing any portion of work

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

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

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



CONTRACTOR

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

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

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

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

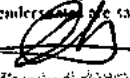
Pakistan Timber to be used.

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

Certificate for Concessionary freight Charges from Railway.

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

Procedure of acceptance of tenders when tenders are the same.



CONTRACTOR

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

Recovery of dues from Contractors as arrears Land Revenue.

Clause 48.— Certified that no member of Legislative Assembly is in partnership with 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. forbidden.

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

Payment of sales tax.

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

Interest or share Government Servant in the work.


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

When the sanctioning authority for the tender is:—

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



CONTRACTOR

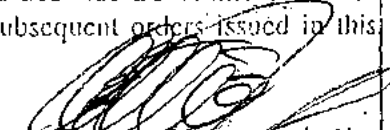

Executive Engineer
Mechanical Division
(G.B) Sukkur

Government

One hundred & eighty days.

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


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


Divisional Accountant
P.W.D. Division (G.B.)
Sukkur.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1005-1 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiency is placed on me.

Executive Engineer.


Contractor


Executive Engineer
Mechanical Division
(G.B.) Sukkur

SCHEDULE A

33

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.

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

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
Mechanical Division
Assistant Engineer)

SCHEDULE - B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Item No.	Quantities estimated but may be more or less.	Item of work	Tenders rate		Unit	Total amount according to estimate quantities
			In figures			
			Rs.	Paisa.		



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

[Signature]
 (Signature of Contractor)

[Signature]
 Executive Engineer
 Mechanical Engineer
 (Signature)

Note - To be continued on a additional sheets if found necessary.

B-2 Tender issued to M/S Madani Engineering Construction Company on behalf of
Tender Form No. 3000. DR: no. 6487 dt 6-2-2013.
P.W.D. 287

G.R. W.P.D., Nos. 7938 of 6-1-35, 86-1 of 6-1-36,
1659, W of 27-9-37, G.C.A.P. and M. Deptt. No.
383-F/37 of 9-11-37 (P.W.D.) No. 5-173, 2-W of
22-2-39, 12-10-44 and 2-5-44, 65-W of 22-2-39,
12-10-44 and 2-24-44, 65-W 10/18/11-1 of 28-3-49,
5647-W2 of 12-12-50

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE - D.P.F.O. Sullu
DIVISION - Mech. Div. G.B.
Sullu

Percentage Rate Tender and Contract

for works Repair / Replacement & Rehabilitation
of Reg. Gate of Leavath lot on work over
of Sullu Barrage Repair Sullu.

General Rules and Direction for the Guidance of Contractors

N: 3504137 of.

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

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

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

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

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

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

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

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

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

Executive Engineer
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CONTRACTOR

by the Public Works Department and their rates shall be filled in and completed by the office of Executive Engineer, before the tender form is issued. If a form issued to an intending tender has been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

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

Memorandum

- (a) General description: *Repair/Replacement & Rehabilitation of Reg. Gates of Leavth*
- (b) Estimated cost: *Rs. 350,41,370/-*
- (c) Earnest money: *2%* *Rs. 700,827/-*
- (d) Security deposit — (including earnest money) Rs.
- (e) Percentage, if any, to be deducted from bills (Rupees) per cent. Rs.
- (f) Time allowed for the work from date of written order to commence. Months

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

Call deposit no. 6170512 dt. 30-1-2013

Receipt No. _____ dated _____ from Government Treasury or Sub-Treasury at _____ in respect of the sum of Rs. *800,000/-*
United Bank Ltd. New Sindh Karachi

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

*Executive Engineer
 Mechanical Division
 (G.B) Sukkur*

* in figures as well as in words.

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

c) The amount of earnest money to be deposited shall be in accordance with the provisions of para 313 and 316 of the P.W.D. Manual.

d) This deposit shall be in accordance with para 313 and 321 A 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 requirement of the case, where security deposit is taken. See note of clause 1 of condition of contracts.

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

* Amount to be specified in words and figures

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

Signature

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

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

Dated the _____ day of _____ 199__

(Witness)

(Address)

(Occupation)

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

Signature of the officer by whom accepted.

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

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

199__ **CHIEF ENGINEER**
Irrigation Gudu Barrage Sub
Conditions of Contract

Clause 1. — The persons whose tender may be accepted (hereinafter called the contractor) shall (A) within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 up to Rs., 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to, per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sales aforesaid the contractor shall, within ten days thereafter, 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.

Security deposit

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

Compensation for delay.

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

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

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

Mechanical Division
(G.B) Sukkur

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:

S. B. Akbar
~~XXXXXXXXXX~~
 $\frac{1}{4}$ th of the work in $\frac{1}{4}$ th of the time.

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

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

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

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

Action when whole of security deposit is forfeited.

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

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

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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and given it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or 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, with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performances of such work and the amount payable, in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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

S. B. Akbar
Executive Engineer
Mechanical Division
(G.B.) Sukkur

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 a case of contract not being applicable, at current market rates, to be certified by the Executive Engineer, whose certificate thereof shall be final. In the alternative the Executive Engineer, may after giving notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

A handwritten signature in black ink, possibly reading 'M. S.', is written over a circular stamp. The stamp contains some illegible text, possibly 'CONTRACTOR'.

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

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

Selecting time

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

A handwritten signature in black ink, possibly reading 'M. S.', is written over a circular stamp. The stamp contains some illegible text.

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

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

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

Final Certificate

A handwritten signature in black ink, possibly reading 'M. S.', is written at the bottom left of the page.

A large, stylized handwritten signature in black ink is written at the bottom center of the page.

A handwritten signature in black ink, possibly reading 'M. S.', is written over a circular stamp. The stamp contains some illegible text.

Removal of Bundhis

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

Payments on 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 work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in Clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring and bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claims; nor shall it conclude, determine; or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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

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

Bills to be submitted monthly

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

Bills to be on Printed form

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

Store supplied by Government

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 for 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 deposit is held in Government securities, the same or a sufficient portion thereof shall in the case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of government and shall on no account be removed from the site of the work, as shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfect good condition at the time of completion or determination of the contract shall be refunded to the P.W.

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Mechanical Division
(L.B) Srinagar

store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Clause 13. —The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matter in strict accordance with specification, lodged in the office of the executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relation to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such, drawings, and instructions as aforesaid.

Clause 14.— The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid clause 38 below as Part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in-charge as to such proportion shall be conclusive, and if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at* (.....) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be final. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration accordance with the procedure laid down in clause—52.

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

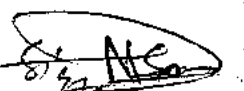
Clause 16.— Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

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

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


CONTRACTOR


Alteration in Specification and designs not to invalidate Contract


ENGINEER-IN-CHARGE

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

Time limit for unforeseen claims

Action and compensation payable in case of bad work.


Executive Engineer
Mechanical Division
(C.B.) Sukkur

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

S. J. ...

Work to be open to inspection.

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

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

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

S. J. ...

Contractor liable for damage done, and for imperfections 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 or grass land or cultivated ground continuously the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall 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 scaffoldings, 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 proper for the execution of the work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents, forming part of the contract of referred to in the conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to be brought 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, weighting and assisting in the measurement or examination at any time and from time to time of the work or the material, Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above

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

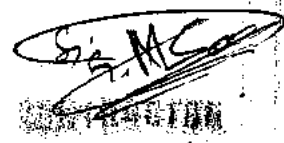
S. J. ...

*Executive Engineer
Mechanical Division
(G.D.) 547*

precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

Measures for prevention of fire



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

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

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

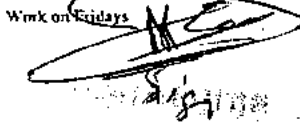
Clause 23.— Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge subject to the decision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

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

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

Employment of female labour

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



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

Work not to be sublet.

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

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

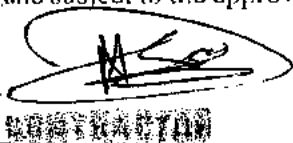
Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be Notified

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

Work to be under direction of Superintending Engineer.



Executive Engineer
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(G.B.) Sukkur

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

Decision of Superintending Engineer to be final.

[Signature]
 CONTRACTOR

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

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

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

Lumpsums in estimates.

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

Action where no specification.

[Signature]

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

Definition of work.

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

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

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

Compensation under the workmen's Compensation Act.

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

Claim for quantities covered in the tender or estimate.

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

Employment of non-employees.

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

Claim for compensation for delay in starting the work.

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

[Signature]
 Associate Engineer
 Mechanical Division
 (G. B.) Sukkur

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

Sgt. H. S. Khan

Entering upon or Commencing any portion of work

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

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

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

(ii) No contractor shall employ donkeys or other animals with breecching of string or thin rope. The breecching 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.

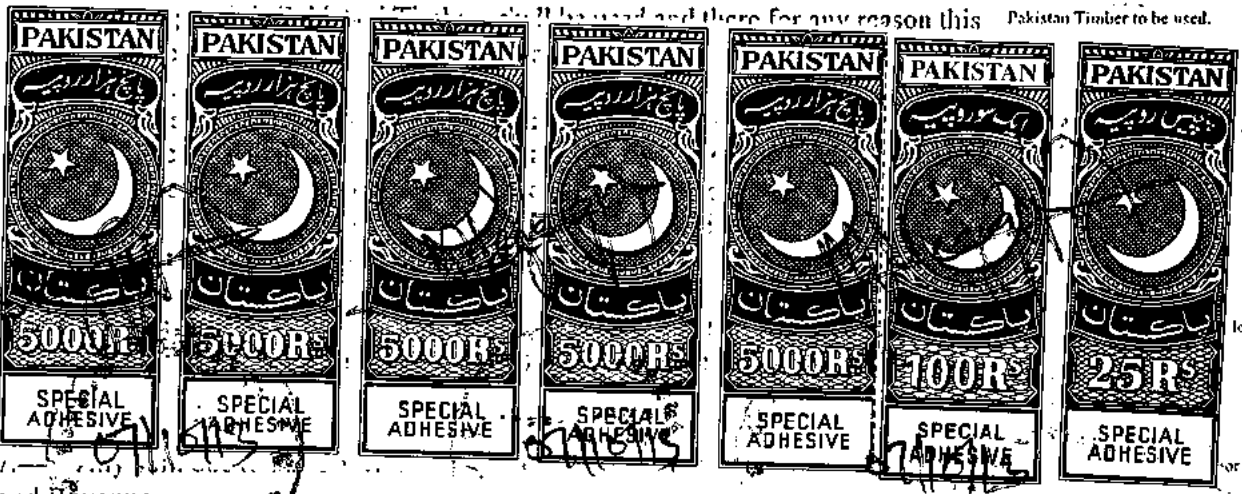
Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

ME

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

Sgt.

Clause 4



Pakistan Timber to be used.

Clause 4

by rail, the cost that the mater however, such contract, no

Clause 4

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. forbidden.

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

Payment of sales tax.

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

Interest or share Government Servant in the work.

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

When the sanctioning authority for the tender is:—

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

Sgt. H. S. Khan
Executive Engineer
Mechanical Division
(G.P.) Sukkur

Sgt. H. S. Khan
CONTRACTOR

Government

One hundred & eighty days

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

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

[Signature]
Divisional Accountant
P.W.D. Divisional Accountant
BUKKUR.

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

Executive Engineer.

[Signature]
CONTRACTOR

Contractor

[Signature]
Executive Engineer
Mechanical Division
(G.B) Sukkur

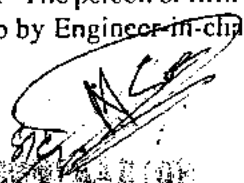


SCHEDULE

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.	Paisa	

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 Assistant Engineer)
Mechanical Division

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Chief
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006-1
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Inscr.

SCHEDULE - B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Item No.	Quantities estimated but may be more or less.	Item of work	Tenders rate		Unit	Total amount according to estimate quantities	
			In figures				In words
			Rs.	Paisa.			

SK0074066

SR=9621

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

(Signature of Contractor)

Executive Engineer
 (Signature) Mechanical Division
 Assistant Engineer
 (G.B) Sukui

Note - To be continued on a additional sheets if found necessary.