

NOT (4-55) 162 dated 20-12-2010
SGP (Khp.) D. No. 105-11-94-30,000 L.F. of 8 ls. each.

R. 3000/2
P.W.D. 287

G. R. P. W. D. Nos. 7938 of 6-4-35
65-1 of 3-6-36, 1938-W of 27-9-37, G.C.M.P.
and M. Debt. No. 383-7/37 of 9-11-37
(P. W. D.) No. S-173, 2-W of 22-2-39,
G. R. (P. W. D.) No. 1038-1 of 22-2-39
12-10-44 and 2-5-44 654-W of 22-2-39
12-10-44, and 2-5-44, 65-W 1038/1-1 of
28-3-49, 2-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Provinc. Engineer CIRCLE Hyderabad

Provinc. Engineer DIVISION Thatta

M/s. Muleed Aalam Mithal

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors



posed to be executed by contract shall be notified in a
under posted on a board hung up in the office of the
signed by the Executive Engineer.

te the work to be carried out, as well as the date for
tenders, and the time allowed for carrying out the
of earnest money to be deposited with the tender, and
arity deposit to be deposited by the successful tenderers
ay to be deducted from bills. It will also state whic-
fees, royalties, octroi dues and ground rents will be
e specifications, designs and drawings and estimated
any other documents required in connection with the
the Executive Engineer for the purpose of identifi-
e 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 made on account of any work, when executed
by a firm, shall also be signed by all the partners, except where the contrac-
tors 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 un-
der take the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall
be framed. Tenders, which propose any alteration in the works specified in
the said form of invitation to tender or in the time allowed for carrying out
the work, or which contain any other conditions, will be liable to rejection.
No printed form of tender shall include a tender for more than one work,
but if contractors wish to tender for two or more works they shall submit a
separate tender for each. Tenders shall have the name and number of the
work to which they refer written outside the envelope.

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

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

J. Prof. Khan
Executive Engineer -
Provinc. Buildings Division
Thatta

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. CDRA/083112 dated 13-12-2010 from M. R. D. Malhotra Government Treasury or sub-Treasury at _____ in respect of the sum of Rs. 20,000/- is herewith forwarded representing the earnest money (a) the full value of

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

Dated the _____ day of _____ 199

(Witnesses ***) M. R. D. Malhotra
(Address) Govt. Cantt.
(Occupation) Merchant

*Amount to be specified in words and figures

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

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

**Signature of contractor before submission of tender

**Signature of witness to contractor's signature.

*Signature of the officers by whom accepted.

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

Executive Engineer

Division (or his duty authorized Assistant)

Dated the _____ day of _____

[Signature]
In-charge
Division

Condition of Contract

security deposits.

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

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

M. R. D. Malhotra

[Signature]
Division

M. R. D. Malhotra

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

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

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

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

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

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

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

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

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

[Signature]
Executive Engineer
Public Works Division

[Handwritten initials]

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

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

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

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

Bill to be submitted regularly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

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

M-A
10001

Exec. Engineer
P.W.D. Division

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

M.A. Contract No. 108.

Everton
 [Signature]
 [Signature]
 [Signature]

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

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

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

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

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

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

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

Lump sums in the estimate to be paid at the rates or in full as the case may be.

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

Action where no specification.

M.H.

Signature of Engineer-in-charge, Divisional Engineer, Province.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1943, or any other law for the time being in force.

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-	
Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

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

M-11

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
Provincial Engineer
Lahore

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

Contractor

Executive Engineer

M-11

31-
/ision

Strengthening & Improvement Fish & Shrimp Hetriches in Sindh Chilya District Thatta.
(Providing External Development with Drainage & Septic Tank etc ADP

No. 72 of 2010-2011)
(PART " A " CIVIL WORK)

S.#.	Description of Items	Quantity	Rate	Unit	Amount
1	Excavation in hard rock requiring blasting and disposal of excavated material (blasted material) upto 50ft, lead (including dressing and levelling to designed section etc, complete Grade VI.(S.I.No. 7f P.No. 2).				
	Qty: 4032.00 @	12180.90		%0Cft.	49113.39
2	Cement concrete brick or stone ballast 1 1/2 " to 2" gauge ratio 1:4:8 (S/I No 4 (c), P-17).				
	Qty: 576.00 @	3584.10		%Sft	20644.42
3	C/R masonry with hammer dressed in plinth foundation with cement sand mortar 1:6. (S/I No 3 P-32).				
	Qty: 1496.00 @	7263.90		%Cft	108667.94
4	P/L 1:3:6 cement concrete solid block masonry Wall above 6" in thickness set in 1:6 cement mortar in Ground Floor super structure including racking out joints and curing etc complete.(S/I No 23, P-22).				
	Qty: 187.00 @	6891.58		%Sft	12887.25
5	RCC work i/c all labour & material the cost of steel reinforcement and its labour for bending and binding which will be paid separately. this rate also i/c all kinds of forms moulds lifting shuttering curing and finishing the exposed surface and washing of shingle. RCC work in roofs slabs beams columns rafts lintels and other structural member laid in situ or pre cast in all respect ratio 1:11/2:3 90Lbs cement 2 cft sand and 4 cft shingle. (S.I.No.6-P-18).				
	Qty: 508.50 @	114.00		P.Cft.	57969.00
6	Fabrication of mild steel reinf. for: /c cutting bending laying in position making joints and fastening i/c cost of binding wire also i/c cost of rust from bars.(S.I.No.7(a)p-18).				
	Qty: 25.43 @	2772.55		P.Cwt.	70505.95
7	Cement plaster 3/4" thick 1:4 upto 20ft height(S.I.No. 11c P.No. 58).				
	Qty: 896.00 @	779.96		%Sft.	6988.44
8	Cement plaster 3/4" thick 1:6 upto 20ft height (S.I.No 13 P.No. 58).				
	Qty: 896.00 @	708.95		%Sft.	6352.19
9	Cement pointing raised on stone work in cement mortar 1:3 (S.I 20 (c-ii), P-58).				
	Qty: 360.00 @	934.23		%Sft.	3363.23
10	P/L C.C topping 1:2:4 i/c surface finishing and dividing into panels 2" thick. (S/I No 16 (c), P-47).				
	Qty: 576.00 @	1396.67		%Sft.	8044.82

(PART " B " DRAINAGE & SEPTIC TANK)

1	Excavation in hard rock requiring blasting and disposal of excavated material (blasted material) upto 50ft, lead (including dressing and levelling to designed section etc, complete Grade VI.(S.I.No. 7f P.No. 2).				
	Qty: 3500.00 @	12180.90		%0Cft.	42633.15
2	Construction of main hole or inspection chamber for the required dia of circular sewer and 3'-6" depth with walls of BB in cement mortar 1:3 cement plaster 1:3 1/2" thick inside of wall and 1" thick over benching and channel i/c fixing C.I manhole cover with frame of clear opening 1-1/2'x1-1/2' of 1.75 Cwt 88.9 K.g embedded in plain c.c 1:2:4 & fixing 1" dia M.s steps wide projecting 4" from the face of wall at 12" C/C duly pnted etc complete as per specification and drawing No.DP/1 of Public Health Circle zone. (a) 4" to 12" dia (Depth) 2'x2'x3'-6". (S.I.No.1.p.39).				
	Qty: 50.00 @	2368.58		Each	118429.00
3	Refilling the excavated stuff in the trenches 6" thick layer i.e watering remaining to full compaction. (S.I No. 24 Page No-53).				
	Qty: 2333.00 @	1343.00		%0Cft.	3133.22

S.#.	Description of Items	Quantity	Rate	Unit	Amount
------	----------------------	----------	------	------	--------

(NON SCHEDULE ITEMS)

- 1 Providing & fixing 6" dia Upvc soil and vent pipe of Pak Arab make of approved quality on wall upto height of 50 ft with plastic clamps paid separately. This rate also i/c making joints with UPVC fittings by using approved pest/solution (AGM make) etc complete as per instruction of the Engineer in charge. Rate includes all cost of labour material cartage scaffolding etc complete.
- Qty: 1000.00 @ 244.00 P.Rft 244000.00
- 2 Providing & fixing 6" dia plug/Tee Upvc of Pak Arab make of approved quality on wall upto height of 50 ft with plastic clamps paid separately. This rate also i/c making joints with UPVC fittings by using approved pest/solution (AGM make) etc complete as per instruction of the Engineer in charge. Rate includes all cost of labour material cartage scaffolding etc complete.
- Qty: 12.00 @ 756.00 P.Rft 9072.00
- 3 Providing & fixing 6" dia Upvc socket of Pak Arab (AGM make) of approved quality including making joints by using approved pest/solution (AGM make) etc complete as per instruction of the Engineer in charge. Rate includes all cost of labour material etc complete. (R.A.Attached).
- Qty: 50.00 @ 427.00 P.Rft 21350.00

Total: 783173.70 75445/35

CONTRACTOR


Executive Engineer
Provincial Buildings Division
Thatta

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

Alotted

Separately

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

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

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

Signature of Contractor)

Executive Provincial
 Executive Engineer
 (Signature of)
 Assistant Engineer

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

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

Receipt No. _____ dated _____ from Government Treasury or sub-Treasury at _____ in respect of the sum of Rs. 3000/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 3000/- shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].**

*Amount to be specified in words and figures

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

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

Dated the _____ day of _____ 199

(Witnesses ***) M/s Anwar Hussain Memon

(Address) Govt. Cantt. Mulla

(Occupation) _____

**Signature of contractor before submission of tender

**Signature of witness to contractor's signature.

The above tender is hereby accepted by me on behalf of the Governor of Sind. Rs. 3481/617 = Rupees Thirty Four Lacs Eighty one Thousand = 812 hundred and Seventeen only Executive Engineer

Division (or his duly authorized Assistant)

Dated the _____ day of _____ 199
Executive Engineer 109
Provincial Buildings Division
Thatta

Signature of the officers by whom accepted.

Condition of Contract

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

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

activity deposits.

Contractor

X.E.N.

Executive Engineer
Provincial Buildings Division
Thatta

Contractor

ful-
reto

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

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

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

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

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

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

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

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

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

Contractor

Executive Engineer
Provincial Buildings Division
Thatta

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

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

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

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

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

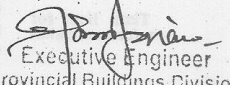
Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Store supplied by Government


Executive Engineer
Provincial Buildings Division
Thatta

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

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

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

Executive Engineer
Public Buildings Division
Thatta

Contractor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

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

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

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

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Supdt: Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

Executive Engineer
Provincial Buildings Division
Lahore

Contractor

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

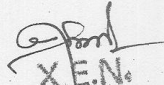
Clause—51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

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

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


Contractor


X.E.N.

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

Divisional Accounts Officer
Divisional Accountant.

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

Contractor.


Contractor


Executive Engineer,
Provincial Buildings Division
Executive Engineer,
Division

o
d.
re
es
ce
on
sed
pal
tor,
ion
er
no
or
her
the
e
n
o
ites
e-
rt-
id,
of
ny
the
rch
or
the
ree
vid-
iche
wed
tors
rom
hese
any
and
st to

Bill of Quantities
Construction of Pilot Shrimp & Crab Ponds under Sindh Coastal Community Development Project at Garho District
Thatta

S.No.	Description of Items	Quantity	Rate	Unit	Amount
Civil work					
1	Borrowpit excavation undressed lead upto 100 ft. (a) ordinary soil. (S.I.No.3-a page-1)	297,404 Cft	1488.00	% Cft	Rs. 442,537
2	Earth work compaction (soft, ordinary or hard soil) (b) laying earth in 6" layers levelling dressing and watering for compaction etc complete. (S.I.No.13-b page 4)	297,404 Cft	200.00	% Cft	Rs. 59,481
3	Earth work compaction (soft, ordinary or hard soil) (d) Ramming earth work (all types of soil). (S.I.No.13-d page 4)	297,404 Cft	205.00	% Cft	Rs. 60,968
4	Extra for every 50 ft. additional lead or part thereof. (S.I.No.8-b page-3)	297,404 Cft	41.00	% Cft	Rs. 12,194
5	Earth work excavation in irrigation channels, drains etc, dressed to designed section grades and profiles excavated material disposed off and dressed within 50 ft. lead (a) ordinary soil. (S.I.No.5-a page-1)	12,964 Cft	1495.00	% Cft	Rs. 19,381
6	Cement concrete brick or stone ballast 1-1/2" to 2" @ Ratio 1:4:8 (S.I.No.4-c P-17)	780 Cft	4565.00	% Cft	Rs. 35,607
7	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds, lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) (a) R.C. work in roof slab, beams columns rafts, liftels and other structural members laid in situ or precast laid in position completed in all respects. (Ratio (1:2:4) 90 Lbs Cement 2 Cft Sand 4 Cft Shingle 1/8" to 1/4" gauge. (S.I.No.6-a-i P-19).	351.87 Cft	158.00	P. Cft	Rs. 55,595
8	Fabrication of mild steel reinforcement for cement concrete including cutting bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars.) (B) Using Tor Bars (S.I.No.7-b P-20)	21.11 Cwt	4000.00	P. Cwt	Rs. 84,440
9	Coursed Rubble masonry including hammer dressing (d) in cement sand mortar (i) ratio 1:3. (S.I.No.2-d-i page-32)	3,815 Cft	9830.00	% Cft	Rs. 37,5015
10	Pointing flush on stone work © on stone work raised (ii) in cement mortar 1:3. (S.I.No.20-c-ii page-59)	1,440 Sft	1472.00	% Sft	Rs. 21,197
11	Earth work excavation undressed lead upto single throw (extra 1 miles lead).	43,004 Cft	322.00	% Cft	Rs. 13,8473



WSSF & PHE work

1	Providing and fixing 8" dia UPVC soil & vent pipe of Pak Arab make of approved quality on wall upto height of 50 ft. with plastic clamps. This rate also includes making joints with UPVC fittings by using approved pest / solution (AGM make) etc complete as per instructions of the Engineer incharge. Rate includes all cost of labour material cartage scaffolding etc complete.	600 Rft	1343.0	P. Rft	Rs. 805,800
2	Supplying and fixing wall 8" dia including Tee elbow etc complete.	22 Rft	4415.0	P. Rft	Rs. 97,130
3	Providing and fixing channel of fibre glass 0.5mm thickness for channel completed including fixing in pre-executed channel as per site incharge.	3,300 Sft	386.0	P. Sft	Rs. 1,273,800
Total Rs.					3,486,617

Signature of Contractor

Executive Engineer
Provincial Buildings Division
Thatta

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

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

[Signature]
 Signature of Contractor

[Signature]
 Executive Engineer
 Provincial Public Works Department
 Signature of Assistant Engineer

Note—To be continued on additional sheets if found necessary