

OFFICE OF THE
DISTRICT OFFICER EDUCATION WORKS (W&S) GHOTKI

No. TCEW/G 2240/2011
Ghotki Dated 30/6/2011

To,

MIR. MUHAMMAD SHARIF
Govt. Engineer.

SUBJECT: Estt. Estt. of Public School 2007-08 for Quail

Reference: Your B-I Tender opened on 9-6-2011.

The rate quoted by you for the above mentioned work at 47.10% Above (Rupees Forty Seven Poo one zero percent above) only, On composite Building schedule of rates (Part-A) and at — % Above of rates (Part B) entered in schedule B has been accepted by the Executive District Officer Works & Services Department Ghotki vide his letter No: EDO/W&S/BB/ Dated:

You are requested to supply this office a copy a partner ship deed/ Registration deed the firm and power of attorney in the shape of any partner employee of the firm who is authorize too sign bills receive payment and instruction in respect of this work.

You are requested to please attend this office within seven days to complete the tender documents.

You are requested to start the work with in seven days after issue of this work order under the supervision of the Deputy District Officer Education Works

The stipulated date of start completion is fixed as _____ and _____ respectively.

- 1) The work to be carried out as per PWD specification.
- 2) No cartage for any material either arranged by you or supplied by a Govt. will paid separately.
- 3) No premium will be allowed on any Non-Schedule items involving of cement.
- 4) No escalation of cement will be paid separately.

The receipt of this letter may please be acknowledged.
The stipulated time of completion (24 Months)

[Signature]
DISTRICT OFFICER
EDUCATION WORKS (W&S) Deptt.
GHOTKI.

Copy forwarded with compliments to:

1. The Executive District Officer Works & Services, Ghotki for info.
2. The Deputy District Officer Education Works, Ubern information and necessary action. He should report actual date of start to this office (and submit progress report as required under clause (2) of the agreement.

[Signature]
DISTRICT OFFICER
EDUCATION WORKS (W&S) Deptt.
GHOTKI

COMPARATIVE STATEMENT

DISTRICT OFFICER EDUCATION WORKS GHOTKI

NAME OF WORK *Establi. Shud of Public School 2007-08 Pk.*

Estimate Cost Rs. 10601700-0
Date of Issue 9-6-2011
Date of opening 9-6-2011
Time for completed (24) Months

S.No	Name of contractor	Rate quoted by him
1	<i>Mr. Muhammad Shafiq</i>	Rs. 47.10 % Above Part-A Rs. — % Above Part-B
2	<i>Mr. Ruler Mal.</i>	Rs. 47.90 % Above Part-A Rs. — % Above Part-B
3	<i>Mr. Waqar Ali</i>	Rs. 48-0 % Above Part-A Rs. — % Above Part-B

SUBMITTED TO BE

The lowest rates quoted *Mr. Muhammad Shafiq* Govt. Contractor at Rs. 47.10 % Above Part-A and @ Rs. — % Above on Part-B on schedule of rate the comparative statement and financial review statement is submitted herewith for favour of perusal.

FOR ORDERS

[Signature]
DISTRICT OFFICER
EDUCATION WORKS (W&S)
GHOTKI

FINANCIAL REVIEW STATEMENT

NAME OF WORK: Exhibit Grand of Public School in Siroki
 202.08 Pop. 4/11/11

NAME OF CONTRACTOR: Mr. Mahmood Danish
 Estimate sanction by ED, O/W&S/EB Deptt vide letter no. 803 dated: 28-5-2011 Rs. 1060736/-

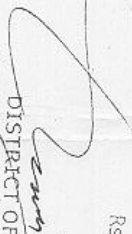
Amount of Sanctioned Estimate	Total Tender Cost	
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Part-A Amount of schedule item Amount of Non Schedule item Amount of Cartage Rs. 5685782-0 Rs. - Rs. 1521335-0	Part-A Amount of schedule item Amount of Non Schedule item Difference of Cement Difference of Bricks Difference of Steel Difference of Wood Add: 20% Above Add: Contingency 2 % Rs. 100755-0 Rs. 735150-0 Rs. 836204-0 Rs. 551333-0 Rs. 1115972-0 Rs. 55004-0
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Part-B Amount of schedule item Amount of Non Schedule item Amount of premium 20% Total Part-B Ded: Contingency % (-) G-Total A+B Rs. - Rs. - Rs. - Rs. 55004-0 Rs. 10546732-0	Part-B Amount of schedule item Amount of Non Schedule item Amount of premium % above Rs. - Rs. - Rs. -
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Total Part-A Total Part-B Total Part-A+B Rs. 1060736-0 Rs. - Rs. 10537350-0	Total Part-A Total Part-B Total Part-A+B Rs. 10537350-0 Rs. - Rs. 10537350-0
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Rs. 9392-0 Saving


 DISTRICT OFFICER
 EDUCATION WORKS (W&S)
 SROTKI

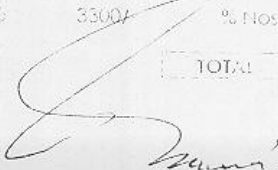
SCHEDULE "B"

NAME OF WORK: **CONSTRUCTION OF BOUNDARY WALL PUBLIC SCHOOL AT UBAURO.**

S. No	Item of Work	Qty	Rate	Unit	Amount
1	Excavation in Foundation of building bridges and other structure i/c dog belying dressing refilling around structure with excavated earth watering and ramming lead upto one chain and lift upto 5' (S.No. 18 P-5)	27746	1306/80	%CCH	36258/-
2	Filling watering and removing earth in floor with surplus earth from lewd upto one chain and lift upto 5'	32721	1488/30	%CCH	48698/-
3	Add. Extra lead 50 additional 03 miles	32721	323/70	%CCH	105918/-
4	Coursed Rubble masonry i/c chammar dressing (d) in cement sand mortar ratio 1:3 (S.No: 2 P.No: 32)	8606	8194/75	%CCH	705240/-
5	Cement concrete plain i/c placing completing finishing and curing, complete (including screening and washing of stone aggregate without shuffling, (1) ratio 1:2:4 (S.No: 5 P.No: 18)	2861	5941/10	%CCH	169975/-
6	RCC work i/c all labour and material except the cost of steel reinforcement and it is labour for bending which will be paid separatel. This rate also i/c all kinds forms mold filling shuffling curing rendering and finishing the exposed surface i/c screening and washing if single	13424	114/-	P.CCH	1530336/-
7	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position. Making joints and fastenings i/c cost of binding wire (also i/c removal of rust from bars) (S.I No. 19 P-58)	479.428	2772/55	P.Cwl	1329238/-
8	Paced Brick work in other than building cement sand mortar ratio 1:6	18770	4039/-	%CCH	767505/-
9	Cement pointing struck on walls 1:2 (S.I No. 19 P-59)	23463	645/37	%SH	151423/-
10	Cement plaster 1:4 1/2 thick up to 20" height cement sand mortar (S.No: 11 P.No: 58)	23463	577/77	%SH	134389/-
11	Cement plaster 1:4 3/8 up to 20 nil height cement	23463	536/74	%SH	125795/-
12	Primary coat of chalk order	56384	58/85	%SH	32593/-
13	Distemping wall 3 coat	56384	267/51	%SH	149942/-
14	S/F special heavy type steel doors for lock ups with angle iron frame of 2- 1/2" x 3/8" size and shutter of 2"2 x 3/8 with 1" diameter MS bars placed @ 4" center with locking arrangement as per approved design including costy of erect in of steel gate and affixing in masonry wall in cement concrete 1:2:4 etc. complete as per instruction of Engineer Incharge (S.No: 27 P.No: 98)	280	556/27	P.SH	155756/-
15	P/S laying single per layer of polythene sheet 0.13 mm thick for water proofing and specification and instructions of Engineer Incharge (S.No: 38 P.No: 44)	14073	3.64	P.Sh	51225/-
16	Vertical damp proof course of 1/2" thick cement plaster 1:2 with bitumen at (20 lbs %SH) (S.No: 70 P.No: 112)	18764	1041/84	%SH	195491/-
17	Exculation of cement Difference	3770	195/-	P.Bag	736150/-
18	Exculation of S/R cement Difference	2239	145/-	P.Bag	100755/-
19	Exculation of Steel Difference	23.971	2300/-	P.Ton	551333/-
20	Exculation of Bricks Difference	253395	3300/-	%Nos	836204/-

TOTAL **7909224/-**


CONTRACTOR


DISTRICT OFFICER
EDUCATION WORKS (W&S) DEPT:

DR. NO 868 dt 9.6.2011
B. 3008

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

P.W.D. 287

G.R. P.W.D. Nos. 7938 of 6-4-35
56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.
and M. Deptt. No. 383-P/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-30.
G. Rs (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 64-W of 22-2-39
28-3-49, 1-47-W 7 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT
CIRCLE

Skup duty deducted 10% DA 10%
Rs. 31805/-
of Public Works Deptt.
2007-08/10

Name of work: Establishment of 10000 sq. ft. (G. road)

DIVISION
2007-08/10

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.
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 a refund of quarry fees, royalties, octroi dues and ground rents will be 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 official receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the ^{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 mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

ATB

[Signature]
EXECUTIVE ENGINEER
P.W.D.

EDUCATION DEPARTMENT

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

Receipt No. ... dated ... from Government Treasury or sub-Treasury at ... 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 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 ***) (Address) (Occupation)

The above tender is hereby accepted by me on behalf of the Government of Sind. 10537340/ Ten Million Frie... Th... Division for his duly authorized Assistant

Dated the ... day of ... 199

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 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.

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*Amount to be specified in words and figures

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

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

**Signature of contractor before submission of tender

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

*Signature of the officers by whom accepted.

Security deposits.

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(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 him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

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

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

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

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the final payment only, and not as payments for work actually done...
shall not preclude the Engineer-in-charge from requiring...
unsound, imperfect or unskillful work to be removed or taken away...
constructed, or re-created; nor shall any such payment be considered...
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 progress of the Engineer-in-charge as to the...
final settlement and adjustment of the accounts or otherwise, or in any way...
vary or affect 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...
the 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 also...
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.

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.

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 prac-...
ticable for the convenience of the contractor but not so as in any way to...
contradict 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 such 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 com-...
pletion or determination of the contract shall be refunded to the P.W.D...
by the Engineer-in-charge so requires by a notice in writing under his...
hand, but the contractor shall not be entitled to retain 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 afore-...
said 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...
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

...

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

Bill to be submitted monthly.

Bills to be on printed forms.

Stores supplied by Government

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

DISTRICT OFFICE
EDUCATION WORKS

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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 contiguous 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.

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DISTRICT OFFICE
CONSTRUCTION WORKS

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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 2 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 reference to actual loss.

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of Supdtg. Engine 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 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 of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums in estimate.

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

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DISTRICT OFFICE
EDUCATION WORKS
CHITTEL

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 lived 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 rights 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.

Assistant Account Officer
Divisional Accountant
Education Works (Wds) Deptt.
Ghotki

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
EDUCATION WORKS
Executive Engineer,
Division

(Signature)
(Signature)


(Signature)

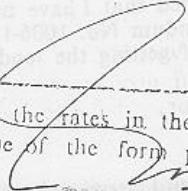
SCHEDULE A

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

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

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


(Signature of contractor)


(Signature of **DISTRICT OFFICER**
EDUCATION WORKS
Executive Engineer)
Assistant Engineer

to such construction, be constructed to mean the work or works contract to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

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

Clause 36.—All quarry fees, royalties, octroi dues and ground rent stocking materials in 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 conditions on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

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

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

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

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

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

Clause 42.—The contractor shall not enter upon or commence any portion or 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.—(i) No contractor shall employ any person who is under the age of 12 years.

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

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

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

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

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

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

Refund of quarry fees and royalties.

Compensation under the Workmen's Compensation Act.

Claim for quantity, entered in the tender or estimate.

Employment of famine etc. labour.

Claim for compensation for delay in starting the work.

Claim for Compensation for delay in execution of work.

Entering up on of commencing any portion of work.

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

Pakistani, Timbers to be used.

DISTRICT OFFICER
CONSTRUCTION WORKS

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

And is liable for damages arising from non-provision of lights, fences etc.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

On the part of the 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 works 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, or such other officer as he may appoint and the estimates of the Engineer-in-charge, subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted from the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

show else at

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.

Employment of female labour

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

Work on Friday

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

Work not to be sublet

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

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

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confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge. He may 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 design, drawings, and instructions as aforesaid.

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

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

Alterations in specifications and designs not to invalidate contracts.

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

Time limit for enforcement claims

Action and compensation payable in case of defective work

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DISTRICT OFFICE
EDUCATION WORKS

extension of time

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

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

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

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

Final certificate

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

all materials
shall be removed
within 15 days
from the date
of completion of
the work.

Removal of
"Bundhis"

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

Payment on in-
termediate certifi-
cates to be regar-
ded as advances.

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

MR

DEPARTMENT OF
PUBLIC WORKS
CALCUTTA

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

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

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

of the work in _____ of the time
—do— —do—
—do— —do—

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

The following proportions will usually be found suitable :—

	In 1/3 1/2 3/4 of the time
Reasonable progress of earth work	1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work	1/104/108/10 do do.

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

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

Action when whole of security deposit is forfeited.

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

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

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

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

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

9. All work shall be measured 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 circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

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Tender for Works

*In Figures as well as in words.

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

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

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Memorandum

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

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 512 and 518 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

(d) This deposit shall be in accordance with paras 512 and 518 of the P.W.D. Manual.

(d) Security deposit--(including earnest money)

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken. See note 4 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) 6 percent.

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

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

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

Rs. 9100000-0
182000-0

Rs. 455000/-

546000/-

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SCHEDULE B.


Memorandum Showing Items of Work To be Carried out

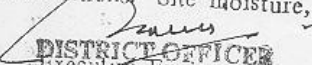
Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	Ps.		

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 of Contractor)


DISTRICT OFFICER
Public Works
(Signature of ———)
Assistant Engineer

Note—To be continued on additional sheets if found necessary

Bid Evaluation Report

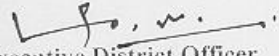
1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1920/2011. Dated: 09/05/2011.
3. Tender Description/Name of work: Establishment of Public School Ubauro (Compound Wall) Taluka Ubauro.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8564
6. Total Bid documents sold: 03 Nos:
7. Total Bid Received: 03 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 02 Nos:
11. Final Bid Opening date: 09-6-2011

12. Bid Evaluation Report:


S.No.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	Mr. Mohd: Sharif	10537340/-	1 st	A) 0.16 Below	Accepted Being Lowest rate quoted by the bidder	
2	M/S Relu Mal	10581979/-	2 nd	A) (-) 0.64 Below	Rejected due to highest rate quoted by the bidder	
3	Mr. Wazir Ali	10587559/-	3 rd	A) (-) 0.74 Below	Rejected due to highest rate quoted by the bidder	

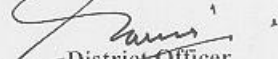
Signature of Members of the Committee.

Chairman


Executive District Officer
Works & services Department
Ghotki @ Mirpur Mathelo

Member


Assistant Accounts Officer
Education Works Division
Ghotki


District Officer
Education Works (W&S)
Department Ghotki

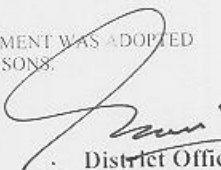
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONSTRUCTION EVALUATION FORM

TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial Government
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER:
- 5) BRIEF DESCRIPTION OF CONTRACT: Establishment of Public School Ubauro (Compound Wall) Taluka Ubauro.
- 6) FORUM THAT APPROVED THE SCHEME: D.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 9100000/-
- 8) ENGINEER'S ESTIMATE Rs: 10601700/-
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): (24 Months)
- 10) TENDER OPENED ON (DATE & TIME): 07-06-2011
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos;
- 12) NUMER OF BIDS RECEIVED: 03 Nos;
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos;
- 14) BID EVALUATION REPORT: Attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: Mr. Mohammad Sharif
- 16) CONTRACT AWARD PRICE: 10537340/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(I.E 1st, 2nd, 3rd,) (1. Mr. Mohd: Sharif, 2. M/S Relu Mal, 3. Mr. Wazir Ali)
- 18) METHOD OF PROCUREMENT USED:- (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
 - b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
 - c) TWO STAGE BIDDING PROCEDURE _____
 - d) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED
i.e EMERGENCY, DIRECT CONTRACTING ETC WITH REASONS.


District Officer
Education Works (W&S) Deptt:
Ghotki

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes		No	✓
-----	--	----	---

21) ADVERTISEMENT:

i) SPPRA Website
(If yes, give date SPPRA Identification No.)

Yes	✓	ID NO.
No		

ii) News Papers
(If yes, give names of newspapers and date)

Yes	✓	i) Kaleem 14-05-2011 ii) Express 14-05-2011 iii) Nijat 14-05-2011 iv) Soabh 14-05-2011
No		

22) NATURE OF CONTRACT

Domicile/ local	✓	Int:	
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes		No	✓
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER
(If yes, enclose a copy)

Yes		No	✓
-----	--	----	---

25) WHETHER APPROVAL OF COMPLETE AUTHORITY WAS OBTAINED FOR USING FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes		No	✓
-----	--	----	---

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

Yes	✓	No	
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST
EVALUATION BID / BEST EVALUATION BID
(If case of Consultancies)

Yes		No	✓
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28) WHETHER THE SUCCESSFUL BIDDER WAS
TECHNICALLY COMPETANT?

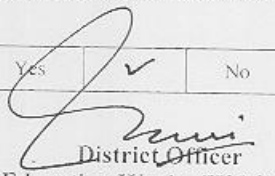
Yes	✓	No	
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT
AT THE TIME OF OPENING OF BID?

Yes	✓	No	
-----	---	----	--

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the evaluation report)

Yes	✓	No	
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District Officer
Education Works (W&S) Deptt:
Ghotki

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	<input checked="" type="checkbox"/>

32) ANY DEVIATION FROM SPECIFICATION GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	<input checked="" type="checkbox"/>

33) WAS THE EXTANSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	<input checked="" type="checkbox"/>

34) DEVAITION FROM QUALIFICATION CRETERIA
(If yes, give detailed reasons)

Yes	
No	<input checked="" type="checkbox"/>

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FRIM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO
THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WHERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT
IN THE CONTRACT (BANK GUARINTEED ETC.)?

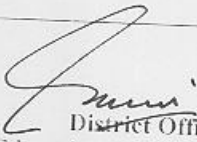
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	<input checked="" type="checkbox"/>

Signature & Official Stamp of
Authorized Officer _____

FOR OFFICE USE ONLY


District Officer
Education Works (W&S) Deptt:
Ghotki

OFFICE OF THE
DISTRICT OFFICER EDUCATION WORKS (W&S) GHOTKI

No. TC/EWG/2070/2010
Ghotki Dated 10/16/2010

To, Mr. Gulam Mubhammad Dyo
GAD Center.

SUBJECT: upgrade of M.S. in to High School in PWA 208-88
G.M.B. Wadhani, Mathelo

Reference: Your B-I Tender opened on 9-6-2011

The rate quoted by you for the above mentioned work at 41.30% Above (Rupees ~~Thirty~~ ^{Thirty one} ~~on~~ ^{per} ~~the~~ ^{cent} above) only. On composite Building schedule of rates (Part-A) and at 19.50% Above of rates (Part B) entered in schedule B has been accepted by the Executive District Officer Works & Services Department Ghotki vide his letter No: EDO/W&S/BB/ Dated:

You are requested to supply this office a copy a partner ship deed/ Registration deed the firm and power of attorney in the shape of any partner employee of the firm who is authorize too sign bills receive payment and instruction in respect of this work.


You are requested to please attend this office within seven days to complete the tender documents.

You are requested to start the work with in seven days after issue of this work order under the supervision of the Deputy District Officer Education Works

The stipulated date of start completion is fixed as _____ and _____ respectively.

- 1) The work to be carried out as per PWD specification.
- 2) No cartage for any material either arranged by you or supplied by a Govt. will paid separately.
- 3) No premium will be allowed on any Non-Schedule items involving of cement
- 4) No escalation of cement will be paid separately.

The receipt of this letter may please be acknowledged.
The stipulated time of completion 24 Months)


DISTRICT OFFICER
EDUCATION WORKS (W&S) Deptt.
GHOTKI.

Copy forwarded with compliments to:

1. The Executive District Officer Works & Services, Ghotki @ M. Mathelo for favour of information.
2. The Deputy District Officer Education Works ^{Mathelo} information and necessary action. He should report actual date of start to this office and submit progress report as required under clause (2) of the agreement.


DISTRICT OFFICER
EDUCATION WORKS (W&S) Deptt.
GHOTKI.

COMPARATIVE STATEMENT

DISTRICT OFFICER EDUCATION WORKS GHOTKI

NAME OF WORK: *upgrdn of M.S into High School in PVI
208-09 Pp - GMS Hachan Mahi.*

Estimated Cost 8872300/-
 Date of Issue 9-6-2011
 Date of opening 9-6-2011
 Time for completed 24 Months

S.No	Name of contractor	Rate quoted by firm
1	<i>MR. Gulam Mohd Dijo</i>	Rs. 41.30 % Above Part A Rs. 19.50 % Above Part-B
2	<i>MR. Ali Hanam Kalur</i>	Rs. 42.20 % Above Part A Rs. 19.60 % Above Part-B
3	<i>MR. Waqar Ali Mahi</i>	Rs. 43.50 % Above Part A Rs. 19.70 % Above Part-B

SUBMITTED TO BE

The lowest rates quoted *Mr. Gulam Mohd* Govt. Contractor at Rs. *41.30* % Above Part-A and @ Rs 19.50 % Above on Part-B on schedule of rate the comparative statement and financial review statement is submitted herewith for favour of perusal.

FOR ORDERS

L.F.M.
 Executive District Officer
 Works & Services Department
 Ghotki & Mirpur Mathelo

[Signature]
 Assistant Account Officer
 Education Works (W&S) Deptt
 Ghotki
11/6/2011

[Signature]
 DISTRICT OFFICER
 EDUCATION WORKS (W&S)
 GHOTKI

NAME OF WORK:

WIPDA of M.S. into the main road
GMS
Nathan Mahan

NAME OF CONTRACTOR

Shri. Satish Maheshwari & Co.

Amount of Sanctioned

Part-A

Amount of schedule item
Amount of Non Schedule item
Amount of Cartage

20% Cont.

Difference of Cement
Difference of Bricks
Difference of Steel
Difference of Wood
Add: 20% Above
Add: Contingency 2%

Total Part-A

Part-B

Amount of schedule item
Amount of Non Schedule item
Amount of premium 20%

Total Part-B
Add: Contingency % (-)
Total A+B

Rs 537482.00
Rs 964030.00
Rs 192806.00
Rs 31195.00
Rs 176908.00
Rs 432630.00
Rs 792850.00
Rs 166913.00
Rs 167496.00
Rs 5823256.00
Rs 33990.00
Rs 8816.00
Rs 6798.00
Rs 47604.00
Rs 107496.00
Rs 2764264.00

FINANCIAL REVIEW STATEMENT

Part-A

Amount of schedule item
Amount of Non Schedule item

Difference of Cement
Difference of Bricks
Difference of Steel
Difference of Wood

Amount of premium 20% above

Total Part-A

Part-B

Amount of schedule item

Amount of Non Schedule item

Amount of premium 19.5% above

Total Part-B

Total Part-A+B

Amount of Sanctioned
Total Tender Unit
Saving / Excess

537482.00
964030.00
192806.00
31195.00
176908.00
432630.00
792850.00
166913.00
167496.00
5823256.00
33990.00
8816.00
6798.00
47604.00
107496.00
2764264.00

WIPDA of M.S. into the main road
GMS
Nathan Mahan
Shri. Satish Maheshwari & Co.

SCHEDULE "B"

NAME OF WORK:

UP-GRADATION OF GOVT. MIDDLE SCHOOL TO HIGH SCHOOL IN SINDH
2008-09 PROGRAMME @ WADHAN MAHAR TALUKA KHANGARH.

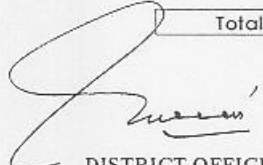
S. No	Item of Work	Qty	Rate	Unit	Amount
1.	Excavation in Foundation of building bridges and other structure i/c dag belying dressing refilling around structure with excavated earth watering and ramming lead upto one chain and lift upto 5' (S.No. 18 P-5)	15198	1306/80	%Cft	19861/-
2.	Cement concrete brick or stone ballast 1 1/2" to 2 gauge 1.5.10 S.I No. 4 @p-17	3564	3584/10	%Cft	127737/-
3.	Cement concrete brick or stone ballast 1 1/2" to 2 gauge 1.5.10 S.I No. 4 @p-17	4214	3213/95	%Cft	135436/-
4.	Pacca brick work foundation and plinth in cement sand mortar ratio 1.6(S.I No. 4 (e)P-25)	5888	3865/15	%Cft	227580/-
5.	Coursed Rubble masonry including hammer dressing ratio 6	3861	7263/90	%Cft	280459/-
6.	RCC work i/c all labour and material except the cost of steel reinforcement and it is labour for bending which will be paid separatel. This rate also i/c all kinds forms mold filling shuttering curing rendering and finishing the exposed surface i/c screening and washing if single	5907	114/-	P.Cft	673398/-
		112	119/80	P.Cft	13418/-
7.	First floor Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position. Making joints and fastenings i/c cost of binding wire (also i/c removal of rust from bars) (S.I No. 19 P-58)	349.31	2772/55	P.Cwt	968479/-
	Tor bar	26.87	2651/55	P.Cwt	71247/-
	Mild steel	10132	641/30	%Cft	6498/-
8.	Filling watering and remaining earth in floor with new earth under floor lead up to one chain lift upto 5' feet.	10132	641/30	%Cft	6498/-
9.	Filling watering and remaining earth in floor with new earth under floor lead up to one chain lift upto 5' feet.	16929	1488/30	%Cft	10116/-
10.	Supplying sand under floor plugging in wall.	2236	203/50	% Cft	4550/-
11.	Add: Extra lead 50 additional 03 miles	9033	323/70	% Sft	29239/-
12.	Pacca brick work in ground floor cement sand mortar ratio 1:6	6542	4246/30	%Cft	277793/-
		678	4473/20	%Cft	30328/-
13.	First floor Cement plaster 1/2" thick upto 20' height 1.6(S.I No..11P-59)	1125	531/41	%Cft	89596/-
		2385	583/71	%Cft	13921/-
14.	First floor Cement plaster 3/8" thick upto 20' height 1.4 (S.I No. 13 P-59)	16860	536/14	%Sft	90393/-
		2385	588/44	%Sft	14034/-
15.	First floor Cement pointing struck on walls 1.2 (s.I No. 19 P-59)	2253	645/37	%Cft	14540/-
16.	Cement pointing flush on stone 1.3 (S.I No. cii P/No. 59)	858	934/23	%Sft	8016/-
17.	Cement concret plain including placing completing finishing and curing, complete including screening and washing of stone aggregate without shuttering 1:2:4	732	5941/10	%Cft	43489/-
18.	P/L Halla or pattern tiles glazed on floor or wall facing in required color and pattern of site specification jointed in white cement and pigment over a base of 1:2 gray cement mortar 3/4" thick i/c washing and filling of joints i/c cutting tiles of proper profile.	5907	17091/69	%Sft	1009606/-
19.	Laying floor approved white glazed tiles 1/4 " thick in white cement 1:2 over 3/4 " thick cement motor etc complete	96	10416/34	%Sft	1000/-
20.	White glazed tiles dado 1/4 " thick dado jointed in white cement and laid over 1:2 cement sand mortar 3/4 " thick i/c finishing (S.I No. 37 P. No. 50)	292	10700/69	%Sft	31246/-
21.	P/F 3/8" thick morble tiles of approved quality and colour shaded size 8" x 4/6" x 4" in dado shirting and facing removal tucking of existing plaster surface etc over 1/2 " thick base of cement mortar slurry current finishing leaning and polish etc complete.	91	74/65	P.Sft	6793/-
22.	P/F plaster of paris ceiling border false ceiling (S. No. 44 P. 45)	480	10630/26	%Sft	51025/-

(Handwritten signature)

S. No	Item of Work	Qty	Rate	Unit	Amount
23.	P/F plaster of paris ceiling border false ceiling (S. No. 44 P. 45)	1598	87/73	%Rft	140193/-
24.	P/F cement paving blocks flooring having size of 197 x 97 x 8.0(M.M) of city Qudra / Cabble shape with pigment having strength b/w 500 PSI to 8500 PSI i/c filling the joints with halsand lying in specified Manner / Pattern & Designe / etc complete S.No. 15 P.No. 56)	3375	93/85	P.Sft	316744/-
25.	Bitmen coating sand blinded (S.No. 13 P.No. 41)	5664	431/21	%Sft	24424/-
26.	Marble flooring ¾ " (S.No. 28 P.No. 49)	109	148/06	P.Sft	16139/-
27.	P/L 2" thick c.c topping 1.2.4 i/c surface finishing and dividing into panels	5678	1487/42	%Cft	84456/-
	G. Floor	1560	1396/67	%Cft	21788/-
28.	Providing and fixing G.I frame / chowkats of size 7x2" or 4 ½"x3" for door using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1.6 and repairing the mambe. The costt also i/c all carriage tools and plants used in making and fixing	171	113/37	P.Rft	19386/-
29.	Providing and fixing G.I frame / chowkats of size 7x2" or 4 ½"x3" for door using 20 gauge G.I sheet i/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1.6 and repairing the mambe. The costt also i/c all carriage tools and plants used in making and fixing	583	122/17	P.Rft	71225/-
30.	Supplying and fixing in position iron steel grill 1 ½ x 1 x ½ " x ¼ " flat iron of approved design including painting three coats etc. completed weight not be less than 3.7 lbs or finished grill.	693	115/47	P.Sft	80021/-
31.	Making and Fixing steel grill door 1/16" thick shuttering i/c angle iron frame 2 x 23/4" x 1 x 8" thick shuttering i/c angle iron bars 4" c.c with locking the arrangement.	80	147/61	P.Sft	11809/-
32.	First class deodar wood wrought joinery in doors and windows etc fixed in chowkats i/c chowkats flats rings iron lower balls hinges with cards etc complete ¾" thick	161	228/38	P.Sft	159866/-
33.	Only shutters	200	28/86	P.Sft	5772/-
34.	Making notice board made with cement	676	17091/69	%Sft	115540/-
35.	P/L Halla or pattern tiles glazed 6" x 6" x ¼ " on floor or wall facing in required color and pattern of site specification jointed in white cement and pigment over a base of 1:2 gravy cement mortar ¾" thick i/c washing and filling of joints i/c cutting tiles of proper profile.	10 Nos.	161/45	Each	1615/-
36.	RCC spouts i/c fixing in position	5701	115/18	%Sft	6566/-
37.	White wash three coats	11633	58/85	%Sft	6846/-
38.	Primary coat of chalk under distempering	11633	263/51	% Sft	30654/-
39.	Distempering three coat	2253	103/79	%Sft	2338/-
40.	Colour Wash Two Coats	1400	978/95	% Sft	13705/-
41.	Preparing surface Painting Doors & Windows any type (new surface)three coat.	80	584/54	% Sft	467/-
42.	Preparing surface painting gards bars similar any type edges three coats.	2971	105/-	P.bags	311955/-
43.	Escalation of cement Difference	18.81	23000/-	P.Ton	432630/-
44.	Escalation of steel Difference	176958	1000/-	%0 Nos	176958/-
45.	Escalation of Bricks Difference	101.50	1900/-	P. Cft	192850/-
45.	Escalation of Wood Difference				

Total Rs: 6489195/-

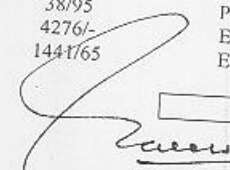
کداری
CONTRACTOR


DISTRICT OFFICER
EDUCATION WORKS (W&S) DEPTT:
GHOTKI

PART "B" W/S & S/F

S. No	Item of Work	Qty	Rate	Unit	Amount
1.	P/F squatting type white glazed earthen ware wc pan with cost of flush ng cistern with internal fitting and flush pipe with bend and flush pipe with ben & making requisite number of holes in walls plinth and floor for pipe connection and making good cc 1.2.4. (b) W.C. of not less than 19" clear opening between flushing rims and 3 gallons flushing tank with 4" dia C.I trap and C.I thimble.	02	2274/80	Each	4550/-
2.	Providing and fixing 4" dia C.I plain bend of the required degree i/c extra painting to match the colour of the building (S.I No.10P-9)	02	168/40	Each	337/-
3.	S/F 4"x4"x4" dia C.I branches of the required degree with access doors rubber washer 1/8" thick and bolts and nuts and extra painting to match the colour of the building.	02	179/40	Each	359/-
4.	Providing and fixing 4" dia C.I soil and vent pipes i/c cutting and fitting and extra painting to match the colour o building S.I No. 1P-8	16	103/40	P.Rft	1654/-
5.	RCC pipe with collar (Dedexor equivalent) i/c digging the ranch to required depth and fixing in position i/c cutting, fitting and jointing with maxphlat composition and cement mortar 1:1 and testing with water pressure to ahead of 4 feet a above the top of the height pipe and refilling with excavated staff (S.No.2 P-21)	150	72/40	P.Rft	10860/-
6.	Providing G.I. Pipe special itc i/c fixing cutting and fitting complete with i/c the cost of cutting trenches upto 2-2" feet deep refilling watering ramming and disposal of surplus earth within one chain inand painging 2 coats of bitumen paint to pipe and special after cleaning and hassain cloth soaket in maxpphlat composition wrapped tightly round pipe and testing to pressure head of 200 feet and handing	30	25/20	P.Rft	756/-
	1/2" dia	80	34/40	P.Rft	2752/-
	1" dia	30	46/50	P.Rft	1395/-
7.	S.F long bib cock of superior quality with C.P head 1/2 " concealed dia S.I No.3 P-13	06	91/95	each	552/-
8.	P/F position C.P stop cock (S.I No.7 P-14)	03	53/45	Each	160/-
9.	Providing and Fixing handle valves,	05	102/95	P.No:	515/-
10.	P/F 4" dia C.I terminal guard i/c extra painting to mach the colour of the buildings	02	115/10	Each	230/-
11.	S/F Fiber glass tank of approved quality and design and wall thickness as specified i/c cost of nuts and bolts fixing in platform of cc 1.3.6 and making connections for inlet and out let over flow pipe etc complete 600 gallons wall thickness 4.5 mm (S.No. 3 P-18) 250 gallons	01	9869/80	Each	9870/-
					Total 33990/-
12.	Providing Instlating piston pump approved quality jawedmak 1 1/2"x1" suction and delivery with base plate and complete 1 HP sinle phase motor 60 RFT head 2800 i/c the cost of G.I fitting nuts and bolts.				
	Filter pipe	10	76/05	P.Rft	761/-
	G.I. pipe	60	38/95	P.Rft	2337/-
	P.P	01	4276/-	Each	4276/-
	H.Pump.	01	1441/65	Each	1442/-
					Total 8816/-


CONTRACTOR


DISTRICT OFFICER
EDUCATION WORKS (W&S) DEPTT:
GHOTKI

G.R. P.W.D. Nos. 7938 of 6-4-35
56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.
and M. Dept. No. 383-17/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-30,
G. R. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 654-W of 22-2-39
12-10-44, and 2-5-44, 05-W 1038/11-1 of
28-3-49, 547-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Step duty deducted from W/P

CIRCLE

26220f

DIVISION

Name of work: *upgradation of M. S. H.S. in R/A 2008-09*
S.H.S. Kachan *Maharaj*

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.
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 a refund of quarry fees, royalties, octroi dues and ground rents will be 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 under 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 mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

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

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

*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.

Dated the _____ day of _____ 199 _____
(Witnesses ***)
(Address)
(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. 8758422 - Eighty Seven Lacs and Fifty Eight Thousand = Four Hundred Twenty Two Rupees only. Executive Engineer

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Dated the _____ day of _____ 199 _____

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 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 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.

Security deposits.

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(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 day's 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 clause 3 and 4.

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

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shall the final payment only and not as payments for work actually done
and shall not preclude the Engineer-in-charge from requiring
any 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 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
the 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.

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.

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 prac-
ticable for the convenience of the contractor but not so as in any way to
affect 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 are 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 com-
pletion or determination of the contract shall be refunded to the P.W.D.
stores 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 afore-
said 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
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

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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.

Bill to be submitted monthly.

Bills to be on printed forms.

Stores supplied by Government

Work to be executed in strict accordance with specifications, drawings and orders.

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any materials or articles provided by him for the execution of the work
unsound, or of a quality inferior to that contracted for, or are otherwise
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 inade-
quately passed, certified and paid for, the contractor shall be bound
nevertheless to rectify or remove and reconstruct the work so specified in
whole or in part, as the case may require, or it so required, shall remove the
materials or articles so charge and cost; and in the event of his failing to do
so within a period to be specified and provide other proper & suitable
materials or articles at his own proper by the Engineer-in-charge in the
writing intimation aforesaid, the contractor shall be liable to pay compensation
at the rate of one percent. On the amount of the estimate for every day
not exceeding ten days, during which the failure continues, and in the case
of any such failure the Engineer-in-charge may rectify or remove, and re-
execute the work or remove and replace the materials or articles complained
of as the case may be at the risk and expense in all respects of the contrac-
tor. Should the Engineer-in-charge consider that any such inferior work or
materials as described above may be accepted or made use of; it shall be
within his discretion to accept the same at such reduced rates as he may
fix 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 contract-
or shall at all times during the usual working hours, and at all other times
at which reasonable notice of the intention of the Engineer-in-charge or
his subordinate to visit the work shall have been given to the contractor,
either himself be present to receive orders and instructions, or have a res-
ponsible agent duly accredited in writing present for that purpose. Orders
given to the contractor's duly authorised agent shall be considered to have
the same force an effect as if they had been given to the contractor himself.

Works to be 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 mea-
surement any work without the consent in writing of the Engineer-in-charge
or his subordinate-in-charge of the work; and if any work shall be covered
up or placed beyond the reach of measurement without such notice having
been given to consent obtained, the same shall be uncovered at the contrac-
tor's expense, and in default thereof no payment or allowance shall be made
for such work, or for the materials with which the same was executed.

Notice to be
given before work
is covered up.

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

Contractor liable
for damage
done, and for im-
perfections for
three months after
completion.

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

Contractor to supply
plant, ladders,
scaffolding, etc.

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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 any sum payable for any work therefore actually performed under the contract.

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

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

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

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, for any part thereof or in making up any articles required therefor 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 of 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 to be paid at same rates as are payable under this contract for such items.

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.

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

Certificate for concessionary freight charges from the Railway.

Clause 46.--When tendered rates are the same preference will be given in discretion of the accepting authority to those who tender for the use 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 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 tender.

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

Payment of Sales Tax.

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

Interest or share of 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."

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.

Assistant Account Officer
Education Works, W.D. Department.

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.

Chotki
Executive Engineer
Executive Engineer
Division

(Signature)
(Signature)
L. B. J. C.

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Public works to be charged for delivery

Item	Quantities estimated	Item of work	Tenders rates		Total estimated quantities
			Rs.	Ps.	

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
(Signature of *[Name]*)
Assistant Engineer

Note—To be continued on additional sheets if found necessary

Bid Evaluation Report


1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1920/2011, Dated: 09/05/2011.
3. Tender Description/Name of work: Up-Gradation of Middle School To High School 2008-09 Programme @ GMS Wadhan Mahar.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8564
6. Total Bid documents sold: 03 Nos:
7. Total Bid Received: 03 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 02 Nos:
11. Final Bid Opening date: 09-6-2011

12. Bid Evaluation Report:

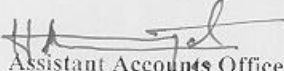
S.N o.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	Mr. Ghulam Mohammad	8758422/-	1 st	A) 0.34 Below B) 0.50	Accepted Being Lowest rate quoted by the bidder	
2	Mr. Ali Hassan Kalwar	8794491/-	2 nd	A) (-) 0.56 0.40 Below	Rejected due to highest rate quoted by the bidder	
3	Mr. Wazir Ali	8864017/-	3 rd	A) (-) 1.86 B) 0.30	Rejected due to highest rate quoted by the bidder	

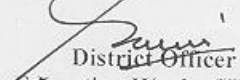
Signature of Members of the Committee.

Chairman


Executive District Officer
Works & services Department
Ghotki @ Mirpur Mathelo

Member


Assistant Accounts Officer
Education Works Division
Ghotki


District Officer
Education Works (W&S)
Department Ghotki

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

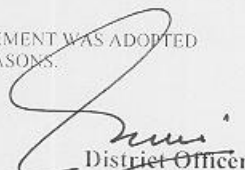
CONSTRUCTION EVALUATION FORM

TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial Government
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER:
- 5) BRIEF DESCRIPTION OF CONTRACT: Up-Gradation of Middle School To High School 2008-09 Programme @ GMS Wadhan Mahar.
- 6) FORUM THAT APPROVED THE SCHEME: D.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 5000000/-
- 8) ENGINEER'S ESTIMATE Rs: 8872300/-
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): (24 Months)
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
- 12) NUMER OF BIDS RECEIVED: 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
- 14) BID EVALUATION REPORT: Attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: Mr. Ghulam Mohammad
- 16) CONTRACT AWARD PRICE: 10537340/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(I.E 1st, 2nd, 3rd,) (1. Mr. Ghulam Mohammad, 2. Mr. Ali Hassan Kalwar, 3. Mr. Wazir Ali)
- 18) METHOD OF PROCUREMENT USED:- (Tick one)

a)	SINGLE STAGE – ONE ENVELOPE PROCEDURE _____	<input checked="" type="checkbox"/>
b)	SINGLE STAGE – TWO ENVELOPE PROCEDURE _____	<input type="checkbox"/>
c)	TWO STAGE BIDDING PROCEDURE _____	<input type="checkbox"/>
d)	SINGLE STAGE – ONE ENVELOPE PROCEDURE _____	<input type="checkbox"/>

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED
I.E EMERGENCE, DIRECT CONTRACTING ETC WITH REASONS.


District Officer
Education Works (W&S) Deptt:
Ghotki

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes		No	<input checked="" type="checkbox"/>
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21) ADVERTISEMENT:

i) SPPRA Website
(If yes, give date SPPRA Identification No.)

Yes <input checked="" type="checkbox"/>	ID NO.
No	

ii) News Papers
(If yes, give names of newspapers and date)

Yes <input checked="" type="checkbox"/>	i) Kaleem 14-05-2011 ii) Express 14-05-2011 iii) Nijat 14-05-2011 iv) Soabh 14-05-2011
No	

22) NATURE OF CONTRACT

Domicile/ local	<input checked="" type="checkbox"/>	Int:	
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes		No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER
(If yes, enclose a copy)

Yes		No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPLETE AUTHORITY WAS OBTAINED FOR USING FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes		No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST
EVALUATION BID / BEST EVALUATION BID
(If case of Consultancies)

Yes		No	<input checked="" type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS
TECHNICALLY COMPETANT?

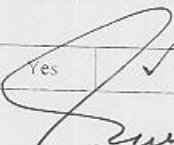
Yes	<input checked="" type="checkbox"/>	No	
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT
AT THE TIME OF OPENING OF BID?

Yes	<input checked="" type="checkbox"/>	No	
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the evaluation report)

Yes	<input checked="" type="checkbox"/>	No	
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District Officer
Education Works (W&S) Deptt:
Ghotki

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	✓

32) ANY DEVIATION FROM SPECIFICATION GIVEN IN THE TENDER NOTICE / DOCUMENTS
DOCUMENTS (If yes, give details)

Yes	
No	✓

33) WAS THE EXTANSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	✓

34) DEVIATION FROM QUALIFICATION CRETERIA
(If yes, give detailed reasons)

Yes	
No	✓

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FRIM IS NOT
BLACK LISTED?

Yes	✓	No	
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO
THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILED TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

Yes		No	✓
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37) WHERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT
IN THE CONTRACT (BANK GUARINTEED ETC.)?

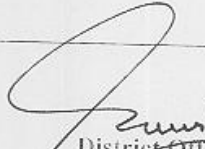
Yes		No	✓
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	✓

Signature & Official Stamp of
Authorized Officer _____

FOR OFFICE USE ONLY


District Officer
Education Works (W&S) Deptt:
Ghotki

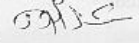
SCHEDULE A

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

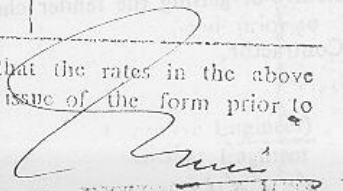
Item No.

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

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



(Signature of contractor)



(Signature of Executive Engineer)
Assistant Engineer

to such construction, be constructed to mean the work or works contract to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

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

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

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

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.

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

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

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

Clause 42.—The contractor shall not enter upon or commence any portion or 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.—(i) No contractor shall employ any person who is under the age of 12 years.

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

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

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

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

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

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

Refund of quarry fees and royalties.

Compensation under the Workmen's Compensation Act.

Claim for quantities entered in the tender or estimate.

Employment of famine etc. labour.

Claim for compensation for delay in starting the work.

Claim for Compensation for delay in execution of work.

Entering up on of commencing any portion of work.

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

Pakistani Timbers to be used.

Clause 45.—Required to be by the Engineer-in-charge for the bill. However, the current on this at

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

Measures for prevention of fire.

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

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

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

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

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

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

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

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

from non-provision of lights, fencing etc.

to be done on the part of the contractor.

to be done by the contractor for any damage done in or outside works area.

to be done by the contractor.

Employment of female labour.

Work on Fridays.

Work not to be sublet.

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

thereupon the same shall be paid by P. Clause under section 105 of the contract Act.

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

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 13 below as part of the work shall be carried out by the Contractor on the same conditions in all respects in which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at () percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, Provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly 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 the Superintending Engineer of the circle will be final,

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

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extension of time

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

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

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

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

Final certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Removal of Bundhis

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

Payment on intermediate certifi. cases to be regarded as advances.

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

Received
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P.W.D.
District
Muzaffarpur

P.S.

DISTRICT OFFICE
EDUCATION WORKS

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

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

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

of the work in _____ of the time
—do— —do—
—do— —do—

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

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

Reasonable progress of earth work .. 1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work .. 1/104/108/10 do do.

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

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

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

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

†The amount of this percentage not exceeding 10% will be fixed in every case, to suit requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 2% of the estimated cost of the work then 2% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Action when whole of security deposit is forfeited.

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DISTRICT OFFICER

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