0245

0238-571722

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No. XEN/E.W/: /2013 Umerkot 946 dated: 19-6 -2013.

To,

The Director, (Enf-I)
Sindh Public Procurement Regulatory Authority,
Government of Sindh.
Karachi.

SUBJECT: **NIT NO.XEN/EW/714/2012 DATED:01.10.2012**
Reference: Your Kind Office letter No.Dir (Enf0l)/0245/SPPRA/3-25(U.Kot)/12-12/5975 Karachi dated the June 12th 2013 address to worthy Secretary to Government of Sindh, Works & Services Department Karachi and copy to concerned quarters.

It is submitted that this office has neither violated SPPRA rules 2010 nor disobeyed the orders of SPPRA rules 2010, accordingly submitted that already constituted Procurement committee by worthy Deputy Commissioner Umerkot vide his notification No.DC/UK/Dev/341/2013 dated: 12.03.2013 (copy enclosed) was information and tenders were opened before the constituted Procurement committee.

Since desired your kind office fresh Procurement committee constituted duly modified by worthy Deputy Commissioner Umerkot framed & Notification issued vide his No.DC/UK/Dev/846/of 2013 Umerkot dated 19.06.2013. (Copy enclosed) for favour of your kind information and necessary approval.

Further pointed out here that 1/3 members are out side i-e majority of other departments.

Further orders are solicited.

(Engr: Muhammad Azam Hamdani)
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

Copy forwarded with complements to:

1. Private Secretary Office of Secretary to Govt. of Sindh, Works & Services Department Karachi for favour of his kind information.
2. The Deputy Commissioner, Umerkot for his kind information.
3. The Superintending Engineer, Works & Services Department Umerkot for his kind information.

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(EF-I) 12285 24.6.13

Phone (Office) 0238-570700
(Fax) 0238-571474

No.DC/UK/Dev/846/Of 2013
Office Of The
Deputy Commissioner Umarkot
Umarkot dated the 19.06. 2013

NOTIFICATION

In partial modification of this office Notification No.DC/UK/Dev/ 341/2013 dated 12.3.2013 and in accordance with Rule 7 of Sindh Public Procurement Rules, 2010, Procurement committees comprising the following officers are hereby re-constituted to deal with the procurement of Works & Services department district Umarkot, with immediate effect and till further orders:

I. Procurement Committee, Highways division

i. Superintending Engineer, Works & Services, Umarkot	Chairman
ii. Executive Engineer, Highways division, Umarkot	Member
iii. Assistant Engineer, PHE Division, Umarkot	Member
iv. Assistant Engineer, Provincial highways Sub-division, Umarkot	Member
v. Divisional Accounts Officer, Highways division, Umarkot	Member

II. Procurement Committee, Buildings division.

i. Superintending Engineer, Works & Services Umarkot	Chairman
ii. Executive Engineer, Buildings division Umarkot	Member
iii. Assistant Engineer, PHE Division, Umarkot	Member
iv. Assistant Engineer, Provincial highways Sub-division, Umarkot	Member
v. Divisional Accounts Officer, Buildings division, Umarkot	Member

III. Procurement Committee, Education Works division.

i. Superintending Engineer, Works & Services, Umarkot	Chairman
ii. Executive Engineer, Education Works Division, Umarkot	Member
iii. Assistant Engineer, PHE Division, Umarkot	Member
iv. Assistant Engineer, Highways Sub-division, Umarkot	Member
v. Divisional Accounts Officer, Education Works division, Umarkot	Member

(Nadeem-ur-Rehman Memon)
Deputy Commissioner Umarkot

Cc:

1. The Secretary to Government of Sindh, Works & Services Department, Karachi.
2. The Chief Engineer, Highways Department, Government of Sindh, Hyderabad.
3. The Chief Engineer, Buildings Department, Government of Sindh, Hyderabad.
4. The Superintending Engineer, Works & Services, Umarkot.
5. The Executive Engineer, Highways, Buildings & Education Works divisions, Umarkot
6. The Director (Capacity Building), Sindh Public Procurement Regulatory Authority SPPRA Karachi.
7. The Deputy Director (Enf-I), Sindh Public Procurement Regulatory Authority SPPRA Karachi w/r to his letter No.Dir (Enf-I)/PC/SPPRA-3-25(Ukot)12-13/5171 dated 25th April, 2013.
8. The Assistant Engineer, Highways, Buildings & Education Works divisions, Umarkot
9. The Assistant Engineer, Provincial Highways Sub Division, Umarkot
10. The Assistant Engineer, PHE Division, Umarkot
11. The Divisional Accounts Officer, Highways, Buildings & Education Works divisions, Umarkot

0245, SC

Ph: 0238-571722

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No. XEN/E.W/: 372 /2013 Umerkot dated: 10-9-2013.

To,

The Manager (Enf-I)
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.

SUBJECT: **NIT NO.XEN/EW/714/2012 DATED:01.10.2012**
Reference: Your kind office letter No.Dir (Enf-I)/SPPRA/3-25 (U.Kot)/12-13/4507 Karachi, dated 03.04.2013.

All the directions will be flowed strictly according to Sindh Public Procurement Regulatory Authority Rule No05 of 2010.

1. This office is complying the constituted Committee of competent authority Deputy Commissioner Umerkot (True copy of the same is enclosed herewith)
2. Government stamps @ the rate of 0.30% is a-fixed as desired (photocopies attached).

SPPRA INWARD
No: 9771
Dated: 15/9/13

(Engr: Muhammad Azam Hamdani)
EXECUTIVE EINGINEER
EDUCATION WORKS DIVISION
UMERKOT

Copy submitted to:

- The Superintending Engineer, Works & Services, Umerkot.

EXECUTIVE EINGINEER
EDUCATION WORKS DIVISION
UMERKOT

Phone (Office) 0238-570700
(Fax) 0238-571474

No.DC/UK/Dev/ 341 /Of 2013
Office Of The
Deputy Commissioner Umarkot
Umarkot dated the 12.03. 2013

NOTIFICATION

In accordance with Rule 7 of Sindh Public Procurement Rules, 2010, Procurement committees comprising the following officers are hereby constituted to deal with the procurement of Works & Services department district Umarkot, with immediate effect and till further orders:

I. Procurement Committee, Highways division

i. Superintending Engineer, Works & Services, Umarkot	Chairman
ii. Executive Engineer, Highways division, Umarkot	Member
iii. Assistant Engineer, Provincial highways Sub-division, Umarkot	Member
iv. Divisional Accounts Officer, Highways division, Umarkot	Member

II. Procurement Committee, Buildings division.

i. Superintending Engineer, Works & Services Umarkot	Chairman
ii. Executive Engineer, Buildings division Umarkot	Member
iii. Assistant Engineer, Provincial highways Sub-division, Umarkot	Member
iv. Divisional Accounts Officer, Buildings division, Umarkot	Member

III. Procurement Committee, Education Works division.

i. Superintending Engineer, Works & Services, Umarkot	Chairman
ii. Executive Engineer, Education Works Division, Umarkot	Member
iii. Assistant Engineer, Highways Sub-division, Umarkot	Member
iv. Divisional Accounts Officer, Education Works division, Umarkot	Member

(Syed Ahmed Ali Shah Jeelani)
Deputy Commissioner Umarkot

Cc:

1. The Secretary to Government of Sindh, Works & Services Department, Karachi.
2. The Chief Engineer, Highways Department, Government of Sindh, Hyderabad.
3. The Chief Engineer, Buildings Department, Government of Sindh, Hyderabad.
4. The Director (Capacity Building), Sindh Public Procurement Regulatory Authority SPPRA Karachi.
5. The Superintending Engineer, Works & Services, Umarkot.
6. The Executive Engineer, Highways, Buildings & Education Works divisions, Umarkot
7. The Assistant Engineer, Highways, Buildings & Education Works divisions, Umarkot
8. The Assistant Engineer, Provincial Highways Sub Division, Umarkot
9. The Divisional Accounts Officer, Highways, Buildings & Education Works divisions, Umarkot

Name of Work → Asain Bank road 13th Hiral to Village [illegible] Arisar mile 0/0-0/2 (0.40 Kms) Scheme Proposed by Nawab Mohd Yusuf Talpur MNA. NA-228 Umerkot under P.M Director 2012-13 Program.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract

Name of Agency → M. Pharas Kam G/C

(2)

8160

PAKISTAN 5000Rs SPECIAL ADHESIVE

PAKISTAN 2000Rs SPECIAL ADHESIVE

PAKISTAN 1000Rs SPECIAL ADHESIVE

PAKISTAN 500Rs SPECIAL ADHESIVE

PAKISTAN 30Rs SPECIAL ADHESIVE

PAKISTAN 30Rs SPECIAL ADHESIVE

General Rules and Direction for the Guidance of Contractors

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

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his byehalf 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 or memorandum showing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the enveloped.

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

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

Contractor

EXECUTIVE ENGINEER
[illegible]
Chief Works
Works & Services Department
UMERKOT.

Name of Work → Mustafa Shah road) Ho Otaque Syed Ghulam Shah mile of 0-0 to 2 (0.40 kms) Schemes Proposed By Nawab Mohd Yousuf Talpur MNA NA-228 Umerkot-cum-Tando Allahyar Minister Directives 2012-13

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

8

8/601

Name of Agency → M. Ghulam Mohd Samejo C/C

Percentage Rate Tender and Contract

General Rules and Direction for the Guidance of Contractors

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

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner it shall be signed on his byehalf 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 shewing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the works, or which contain any other conditions, will be liable to rejection. No person tendering shall include a tender for more than one work, but if desirous to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the enveloped.

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

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

Contractor

EXECUTIVE ENGINEER
EXECUTIVE DIVISION
Works & Services Department
UMERKOT.

Name of Work → Construction of road from Bustan Tucla more (Kachi Katcha road) to Otaque Sajan Khan Chandio mile post +330 (0.50 kms) Schemes proposed by Nawab M Yousuf Talpur MNA-N.A.-228 Umerkot under P.M. Directives 2012-13 Program.

G.Os, W.D.D., Nos. 7[illegible] of 5-4-11, 8[illegible] of 6-3-36, 11[illegible] 37 of 2[illegible] G.C.&I.P. and M. Deptt. No. 26[illegible] of 9-11-31 (P.W.D.) No. 2[illegible] 3 of 22-3-38 12-10-44 and 2-3-44, 654-W of 2[illegible] 12-10-44 and 2-3-44, 654-W of 1[illegible] of 28-4-49, 3661-W.I of 12-12-51

FORM S-1

PUBLIC WORKS DEPARTMENT

CIRCLE ...

DIVISION

Percentage Rate Tender and Contract

Name of Agency → M/s Balaji Enterprises S/C

General Rules and Direction for the Guidance of Contractors

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

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

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

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

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

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

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

CONTRACTOR

EXECUTIVE ENGINEER
CONTRACTORS DIVISION
Engineer Works
Works & Services Department
UMERKOT.

Name of Work → Construction of road from Shahrah-e-Ali Muhammad Wahari to Shah Road to village Ali Muhammad Wahari 0+0-0+2 (0.40 Kms) Schemes Proposed by Nawab Mohd Yousif Talpur MNA-III/A-228 Umerkot Under Home Minister Directives 2012-13-B

G.Rs. W.P.D. Nos. 7218 of 6-8-31, 1561 of 6-4-35, 1670 VI of 2-7-37, S.G.M.P. and M. Deptt. No. 365-P/37 of 9-11-37 (P.W.D.) No. 2-173, 2 W of 27-5-39 12-10-44 and 2-3-39, 654-W of 22-7-39 12-10-44 and 2-2-44, 45-W 1939/1-1 of 20-1-40, 3661-W/I of 12-12-40

9330

PUBLIC WORKS DEPARTMENT

CIRCLE ...

DIVISION ...

3

Percentage Rate Tender and Contract

Name of Agency → M/s Balaji Enterprises C/C

General Rules and Direction for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender not... on a board hung up in the office of the Executive Engineer, and the details of the works to be tendered will be supplied to the prospective tenderers on their request.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his byehalf 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 shewing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the 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 amount of the several tenders in a comparative statement in suitable form. In the event of a tender being accepted, the contractors shall for the purpose of indentification, sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer, concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for return of the money.

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

CONTRACTOR

EXECUTIVE ENGINEER
EXECUTIVE ENGINEER
Works & Services Department
UMERKOT.

Name of Work → Construction of Soling road to village Changa Palli mile 0-0 to 1+2 + 1+65 (2 kms) Schemes Proposed by Nawab M. Yousuf Talpur MNA. NA-226 Umerkot under Prime Minister Directives 20 Point Program

(Govt. W.P.D. Nos. 7111 of 6-8-37, 1581 of 6-1-38, 1505 W of 2-7-38, C.E.(M.P. and M. Deptt. No. 3651/VIII of 9-11-38 (P.W.D.) No. 2-113, 2 W of 27-3-39 12-10-44 and 2-3-44, 654-W of 23-7-39 12-10-44 and 2-2-44, 65-W/III/41-1 of 28-1-49, 364-W/I of 12-12-51)

PUBLIC WORKS DEPARTMENT

CIRCLE ...

DIVISION

(7)

9330

Name of Agency → Haji M. Iqbal Memon a/c

Percentage Item Tender and Contract

General Rules and Direction for the Guidance of Contractors

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

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

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

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

4. Any person who submits a tender shall fill up the usual printed form, stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the works 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 tenders are invited for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they relate written outside the enveloped.

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

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

Haji M. Iqbal
Contractor

EXECUTIVE ENGINEER
CONSTRUCTION DIVISION
UMERKOT
Works & Services Department
UMERKOT.

PAKISTAN 5000R SPECIAL ADHESIVE

PAKISTAN 2000R SPECIAL ADHESIVE

PAKISTAN 2000R SPECIAL ADHESIVE

PAKISTAN 200R SPECIAL ADHESIVE

PAKISTAN 100R SPECIAL ADHESIVE

PAKISTAN 30R SPECIAL ADHESIVE

District Officer

Name of Work → Mangrio road) to village Manzoor Ali mile 0/0 to 3/0 (0.32 kms) Schemes Proposed by Nawab M. Yousuf Jalpur MNA-NA-228 Umerkot under Prime Minister Directives 2012-13 Program

O.S., W.P.D., Nos. 7332 of 6-8-31, 1951 of 6-1-36, 1870 of 2-7-37, 6142-P. and M. Deptt. No. 2673/PW of 9-11-37 (P.W.D.) No. 2-373, 2-W of 22-3-39 12-10-44 and 2-3-44, 654-W of 22-3-39 12-10-44 and 2-3-44, 12-W 1888/11-1 of 28-1-39, 3041-W1 of 11-12-39

9345

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

(4)

Percentage Rate Tender and Contract

Name of Agency → M. Ghulam M. Soomro C/c

General Rules and Direction for the Guidance of Contractors

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

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

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

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

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

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

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

Contractor

EXECUTIVE ENGINEER
EXECUTIVE DISTRICT
Umerkot
Works & Services Department
UMERKOT.

Name of work:- Construction of Road from Sehrai Mangsco) road to village Hashim Katan o/o + o/s 50 (0.40 Kms) Schemes Proposed by Nawab M Yousaf Talpur MNA NA-228 Umerkot under P.M Directives 2012-13

G.Rs. W.P.D., Nos. 7858 of 6-4-35, 564 of 6-1-36, 1629- W of 27-8-37 C.C.M.P. and M. Dept. No. 353-P/37 of 9-11-37 (P.W.D.) No. S-173, 2-W of 23-3-39 12-10-46 and 2-5-44, 654-W of 23-2-39 12-10-46 and 2-7-44, 65-W 1038/11-1 of 28-3-49, 3647-W2 of 12-12-50

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

(6)

9345

Percentage Rate Tender and Contract

Name of Agency:- M. Kanhaiya Kumar S/o

General Rules and Direction for the Guidance of Contractors

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

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his byehalf 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 shewing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the enveloped.

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

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

Contractor

DISTRICT OFFICER
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT.

PAKISTAN 5000Rs SPECIAL ADHESIVE

PAKISTAN 2000Rs SPECIAL ADHESIVE

PAKISTAN 2000Rs SPECIAL ADHESIVE

PAKISTAN 200Rs SPECIAL ADHESIVE

PAKISTAN 100Rs SPECIAL ADHESIVE

PAKISTAN 50Rs SPECIAL ADHESIVE

Office of the District A/c Officer Umerkot

Name of Work → Tar-Tape Flatin Lane [illegible] Schemes Proposed by Nawab M Dairy, Tajpur Mar [illegible] Haveli - under P.M. Directive 20th-13 Prgm.

FORM B-I

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

(1)

9360

Percentage Rate Tender and Contract

Name of Agency → H.M. Iqbal Memon C/C

General Rules and Direction for the Guidance of Contractors

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

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

3. 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 should be signed on his byehalf by a person holding a power-of-attorney authorizing him to do so.

4. 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 shewing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No tender for more than one work, but if any said form of tender shall include a tender for more than one work, but if any contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they relate written outside the enveloped.

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

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

Haji M Iqbal
Contractor

EXECUTIVE ENGINEER
EXECUTIVE ENGINEER
Works & Services Department
UMERKOT.

BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Education Works, Division Umerkot

2. Tender Reference No: No. XEN E.W/ 714-2012 Umerkot dated: 07.11.2012

3. Tender Description Name of Work Item: Construction of road from Anapani Mendre-Jo-Par road to village Sherani Paro mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

4. Method of Procurement:

5. Tender Published: Daily Ibrat on dated: 06.10.2012 & others

6. Total Bid documents Sold: 03 Nos

7. Total Bid Received: 03 Nos

8. Technical Bid Opening date: (If applicable) 02.11.2012 *(Provide details in separate form)*

9. No. of Bid technically qualified (if applicable): 03 Nos

10. Bid(s) Rejected: Nil

11. Financial Bid Opening date: 02.11.2012

12. Bid evaluation Report:

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	Mr.Ghulam Mohd Samejo	3158545	3120000	3166000	Highest	-
2	Haji Mohd. Iqbal Memon	3078410	3120000	3166000	Lowest	-
3	Mr.Kamlesh Kumar	3121666	3120000	3166000	Highest	-

(Muhammad Ali Bhatti)
MEMBER PROCUREMENT COMMITTEE/ ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
UMERKOT

ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
PITHORO.

(H.M. Kiran Siyal)
MEMBER PROCUREMENT COMMITTEE/
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

(H.M. SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION

(Engr. Masood Ahmed Bajwa)
MEMBER PROCUREMENT COMMITTEE/
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Sajjad Rind)
CHAIRMAN PROCUREMENT COMMITTEE
/ SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Education Works, Division Umerkot

2. Tender Reference No: No. XEN/E.W/: 714/2012 Umerkot dated: 07.11.2012

3. Tender Description Name of Work Item: Construction of road from Mirpurkhas Umerkot link Asain Bank road 13th Head to village Abdul Ghafoor Arisar mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

4. Method of Procurement:

5. Tender Published: Daily Ibrat on dated: 06.10.2012 & others

6. Total Bid documents Sold: 03 Nos.

7. Total Bid Received: 03 Nos.

8. Technical Bid Opening date: (if applicable) 02.11.2012 *(Provide details in separate form)*

9. No. of Bid technically qualified (if applicable): 03 Nos.

10. Bid(s) Rejected: Nil

11. Financial Bid Opening date: 02.11.2012

13. Bid evaluation Report:

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	Mr.Pitarasram	2695523	2720000	2790700	Lowest	-
2	Mr.Riazudin Qureshi	2716178	2720000	2790700	Highest	-
3	Precission Eng. Services	2727993	2720000	2790700	Highest	-

(Muhammad Ali Bhatti)
MEMBER PROCUREMENT COMMITTEE/ ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
UMERKOT

ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
PITHORO.

(H.M. Khan Siyal)
MEMBER PROCUREMENT COMMITTEE/
DISTRICT ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Masood Ahmed Bajwa)
MEMBER PROCUREMENT COMMITTEE/
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Sarang Rani)
CHAIRMAN PROCUREMENT COMMITTEE
/ SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Education Works, Division Umerkot

2. Tender Reference No: No: XEN/EW/: 71-1/2012 Umerkot dated: 07.11.2012

3. Tender Description/Name of Work Item: Construction of road from Dhoronaro Ghulam Nabi Shah road to village Ali Muhammad Wadhari mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

4. Method of Procurement:

5. Tender Published: Daily Ibrat on dated: 06.10.2012 & others

6. Total Bid documents Sold: 03 Nos:

7. Total Bid Received: 03 Nos:

8. Technical Bid Opening date: (if applicable) 02.11.2012 *(Provide details in separate form)*

9. No. of Bid technically qualified (if applicable): 03 Nos

10. Bid(s) Rejected: Nil

11. Financial Bid Opening date: 02.11.2012

14. Bid evaluation Report:

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	Mr Riazudin Qureshi	2986555	3110000	2886000	Highest	-
2	Mr Mubark Ali Samoon	2968503	3110000	2886000	Highest	-
3	M/S Balji Enterprices	2814167	3110000	2886000	Lowest	-

(Muhammad Ali Bhatti)
MEMBER PROCUREMENT COMMITTEE/ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
PITHORO.

(H.M. Khan Siyal)
MEMBER PROCUREMENT COMMITTEE/
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Masood Ahmed Bajwa)
MEMBER PROCUREMENT COMMITTEE/
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Sahng Ram)
CHAIRMAN PROCUREMENT COMMITTEE
/ SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Education Works, Division Umerkot

2. Tender Reference No: No. XEN EW-714/2012 Umerkot dated: 07.11.2012

3. Tender Description Name of Work Item: Construction of road from Raja Rasti Jatoi Palli (Kamel Mangrio road) to village Manzoor Palli mile 0/0-0.2+330 (0.50 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

4. Method of Procurement:

5. Tender Published: Daily Ibrat on dated 06.10.2012 & others

6. Total Bid documents Sold: 03 Nos.

7. Total Bid Received: 03 Nos.

8. Technical Bid Opening date: (if applicable) 02.11.2012 *(Provide details in separate form)*

9. No. of Bid technically qualified (if applicable): 03 Nos

10. Bid(s) Rejected: Nil

11. Financial Bid Opening date: 02.11.2012

15. Bid evaluation Report:

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	Mr Riazudin Qureshi	2998568	3115000	3102300	Highest	-
2	M/S Alla Mohd Noh	3052067	3115000	3102300	Highest	-
3	Mr Ghulam Mohd Sameo	2990639	3115000	3102300	Lowest	-

(Muhammad Ali Bhatti)
MEMBER PROCUREMENT COMMITTEE/ ASSISTANT ENGINEER HIGHWAYS SUB-DIVISION
ASSISTANT ENGINEER
HIGHWAY SUB-DIVISION
PITHORO,

(Haji Khan Siyal)
MEMBER PROCUREMENT COMMITTEE/ DIVISIONAL ACCOUNTS OFFICER EDUCATION WORKS DIVISION UMERKOT
H.K. KHAN SIYAL
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Masood Ahmed Bajwa)
MEMBER PROCUREMENT COMMITTEE/ EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Sarang Kolhi)
CHAIRMAN PROCUREMENT COMMITTEE / SUPERINTENDING ENGINEER WORKS & SERVICES DISTRICT UMERKOT
SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Education Works, Division Umerkot

2. Tender Reference No: No: XEN/EW/ 714/2012 Umerkot dated: 07.11.2012

3. Tender Description Name of Work Item: Construction of road from Bustan pucca more (Padhario farm road) to otaque Sajan Khan Chandio mile 0/0-0/2=330 (0.50 kms)Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

4. Method of Procurement: ---

5. Tender Published: Daily Ibrat on dated: 06.10.2012 & others

6. Total Bid documents Sold: 03 Nos

7. Total Bid Received: 03 Nos

8. Technical Bid Opening date: (if applicable) 02.11.2012 *(Provide details in separate form)*

9. No of Bid technically qualified (if applicable): 03 Nos.

10. Bid(s) Rejected: Nil

11. Financial Bid Opening date: 02.11.2012

16. Bid evaluation Report:

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	Mr Ghulam Mohd Samejo	2724131	3105000	2915000	Highest	-
2	Mr Rami	2893882	3105000	2915000	Highest	-
3	M/S Balaj Enterprices	2874549	3105000	2915000	Lowest	-

(Muhammad Ali Bhatti)
MEMBER PROCUREMENT COMMITTEE/ ASSISTANT ENGINEER HIGHWAYS SUB-DIVISION
ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
PITHORO.

(Engr. Allah Dad Soomro)
MEMBER PROCUREMENT COMMITTEE/ DIVISIONAL ACCOUNTS OFFICER EDUCATION WORKS DIVISION UMERKOT
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Masood Ahmed Bajwa)
MEMBER PROCUREMENT COMMITTEE/ EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Sarang Rami)
CHAIRMAN PROCUREMENT COMMITTEE / SUPERINTENDING ENGINEER WORKS & SERVICES DISTRICT UMERKOT
SUPERINTENDING ENGINEER
WORKS AND SERVICES
DISTRICT UMERKOT

BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Education Works, Division Umerkot

2. Tender Reference No: No. XEN/E.W.: 714/2012 Umerkot dated: 07.11.2012

3. Tender Description Name of Work Item: Construction of road from Samaro Umerkot (Qabool Mangrio) road to village Hashim Kehri mile 0/0-0/2=50 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

4. Method of Procurement:

5. Tender Published: Daily Ibrat on dated: 06.10.2012 & others

6. Total Bid documents Sold: 03 Nos.

7. Total Bid Received: 03 Nos.

8. Technical Bid Opening date: (if applicable) 02.11.2012 *(Provide details in separate form)*

9. No. of Bid technically qualified (if applicable): 03 Nos.

10. Bid(s) Rejected: Nil

11. Financial Bid Opening date: 02.11.2012

17. **Bid evaluation Report:**

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	Mr Prem	2808200	3115000	2887000	Highest	-
2	M/s Bukhari Builders	2821112	3115000	2887000	Highest	-
3	Mr Kamlesh Kumar	2767319	3115000	2887000	Lowest	-

(Muhammad Ali Bhatti)
MEMBER PROCUREMENT COMMITTEE/ ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
ASSISTANT ENGINEER
HIGHWAY SUB-DIVISION
PITHORO.

(H.M. Khan Siyal)
MEMBER PROCUREMENT COMMITTEE/ DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT
(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Masood Ahmed Bajwa)
MEMBER PROCUREMENT COMMITTEE/ EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Sharing Rani)
CHAIRMAN PROCUREMENT COMMITTEE / SUPERINTENDING ENGINEER
EXCISE SERVICES
DISTRICT UMERKOT
SUPERINTENDING ENGINEER
EXCISE SERVICES
DISTRICT UMERKOT

BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Education Works, Division Umerkot
2. Tender Reference No: No. XEN E.W.: 714/2012 Umerkot dated: 07.11.2012
3. Tender Description Name of Work Item: Construction of road from Soofi Lakir Dhoronaro road to village Ulango Palli mile 0.0-0.1+165 (0.25 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4. Method of Procurement:
5. Tender Published: Daily Ibrat on dated: 06.10.2012 & others
6. Total Bid Documents Sold: 03 Nos
7. Total Bid Received: 03 Nos
8. Technical Bid Opening date (if applicable): 02.11.2012 *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): 03 Nos
10. Bid(s) Rejected: Nil
11. Financial Bid Opening date: 02.11.2012

18. Bid evaluation Report:

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	Mr Rizuddin Qureshi	3071466	3110000	3134700	Highest	-
2	M/S Babar & Company	3108553	3110000	3134700	Highest	-
3	Haji Mohd Iqbal Memon	3052134	3110000	3134700	Lowest	-

(Muhammad Ali Bhatti)
MEMBER PROCUREMENT COMMITTEE/ ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
PITHORO.

(H.M. Khan Siyal)
MEMBER PROCUREMENT COMMITTEE/ DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT
(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

(Eng. Masood Ahmed Bajwa)
MEMBER PROCUREMENT COMMITTEE/ EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(Eng. Sharing Ram)
CHAIRMAN PROCUREMENT COMMITTEE / SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT
SUPERINTENDING ENGINEER

BID EVALUATION REPORT

1. Name of Procuring Agency: Executive Engineer, Education Works, Division Umerkot
2. Tender Reference No: No. S. N.E.W.: 714/2012 Umerkot dated: 07.11.2012
3. Tender Description Name of Work Item: Construction of road from Umerkot Chhor (Syed Murtaza Shah road) to Oraque Syed Ghulam Rasool Shah mile 0.0-0.2 (0.40 kms) Scheme proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4. Method of Procurement:
5. Tender Published: Daily Bhiat on dated: 06.10.2012 & others
6. Total Bid documents Sold: 03 Nos
7. Total Bid Received: 03 Nos
8. Technical Bid Opening date (if applicable): 02.11.2012 (*Provide details in separate form*)
9. No. of Bid technically qualified (if applicable): 03 Nos
10. Bid(s) Rejected: Nil
11. Financial Bid Opening date: 02.11.2012

19. Bid evaluation Report:

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	Mr Ghulam Mohd Samejo	2713911	2720000	2793900	Lowest	-
2	Mr Prem	2762553	2720000	2793900	Highest	-
3	Mr Farooque Walhan	2782711	2720000	2793900	Highest	-

(Muhammad Ali Bhatti)
MEMBER PROCUREMENT COMMITTEE/ ASSISTANT ENGINEER
HIGHWAYS SUB-DIVISION
ASSISTANT ENGINEER
HIGHWAY SUB-DIVISION
PITHORO.

(H.M. Khan Biyal)
MEMBER PROCUREMENT COMMITTEE/ DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT
(H.M. KHAN BIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Masood Ahmed Bajwa)
MEMBER PROCUREMENT COMMITTEE/ EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

(Engr. Sharing Rahu)
CHAIRMAN PROCUREMENT COMMITTEE / SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT
SUPERINTENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

1

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION DEPTT.	:	Executive Engineer, Education Works, Division Umerkot
2)	PROVINCIAL LOCAL GOVT OTHER	:	District Umerkot
3)	TITLE OF CONTRACT	:	Construction of road from Anupani Mendre-Jo-Par road to village Sherani Paro mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4)	WORK ORDER NUMBER	:	No XEN/EW 824/2012 Umerkot dt 12.11.2012
5)	BRIEF DESCRIPTION OF CONTRACT	:	M/s Haji Mohd Iqbal Memon
6)	FORMAL TEXT APPROVED THE SCHEME	:	N.A.
7)	TENDER ESTIMATE DAY ALL	:	Rs.3120000/-
8)	ENGINEER'S ESTIMATE	:	Rs.3166000/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	:	06 Months
10)	TENDER OPENED ON (DATE & TIME)	:	02.11.2012
11)	NUMBER OF TENDER DOCUMENTS SOLD	:	03 Numbers
12)	NUMBER OF BIDS RECEIVED	:	03 Numbers
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	:	03 Numbers
14)	BID EVALUATION REPORT (Enclosed a copy)	:	Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	:	M/S Haji Mohd Iqbal Memon, House No B-32HAO Housing Scheme Phase-I Qasimabad Hyderabad
16)	CONTRACT AWARD PRICE	:	Rs.3078410/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd EVALUATION BID)	:	2nd Lowest
18)	METHOD OF PROCUREMENT USED (Tick one)	:	Domestic / Domestic Local
	a) SINGLE STAGE ONE ENVELOPE PROCEDURE	:	X
	b) SINGLE STAGE TWO ENVELOPE PROCEDURE		X
	c) TWO STAGE BIDDING PROCEDURE		X
	d) TWO STAGE-TWO ENVELOPE BIDDING PROCED.		X

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

19)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	:	Superintending Engineer (W&S) Umerkot			
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	:	Yes	✓	No	
21)	ADVERTISEMENT	:				
	i) SPPRA Website (If yes give date and SPPRA Identification No)	:	Yes	14017		
			No	--		
	ii) News Papers (If yes give date and SPPRA Identification No)	:	Yes	Daily Ibrat on dated: 06.10.2012 & others		
			No	--		
22)	NATURE OF CONTRACT	:	Yes	✓	No	
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes		No	✓
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes		No	✓
25)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	:	Yes	✓	No	
26)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	:	Yes	✓	No	
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID (in case of Consultancies)	:	Yes	✓	No	
28)	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?	:	Yes	✓	No	
29)	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	:	Yes	✓	No	
30)	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach copy of the bid evaluation report)	:	Yes	✓	No	

31)	ANY COMPLIANTS RECEIVED (If yes, result thereof) :	Yes	
		No	✓
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE DOCUMENTS (If yes, give details) :	Yes	
		No	✓
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons) :	Yes	
		No	✓
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons) :	Yes	
		No	✓
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED? :	Yes ✓	No
36)	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF NO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT IF ABROAD (If yes, enclosed a copy) :	Yes	No ✓
37)	WERE PROPER SAFEGUARDS PROVIDED ON MODIFICATION ADVANCE PAYMENT IN THE CONTRACT BANK GUARANTEE ETC? :	Yes	No ✓
38)	SPECIAL CONDITIONS IF ANY (If yes, give Brief Description) :	Yes	
		No	✓

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

Signature & Official Stamp of Authorized Officer

SUPERINTENDING ENGINEER
WORKS AND SERVICES
DISTRICT UMERKOT

(H.M. KHAN SIYAL)
DIVISIONAL ... OFFICER
EDUCATION ... DIVISION
UMERKOT

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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION DEPTT	:	Executive Engineer, Education Works, Division Umerkot
2)	PROVINCIAL LOCAL GOVT. OTHER	:	District Umerkot
3)	TITLE OF CONTRACT	:	Construction of road from Mirpurkhas Umerkot link Asain Bank road 13th Hirai to village Abdul Ghafoor Arisar mile 0.00/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4)	WORK ORDER NUMBER	:	No. NEN EW 824 2012 Umerkot dt.12.11.2012
5)	BRIEF DESCRIPTION OF CONTRACT	:	Mr.Phamsuan
6)	COMMITTEE APPROVED THE SCHEME	:	N/A
7)	TENDER ESTIMATED VALUE	:	Rs 2770000/-
8)	ENGINEER'S ESTIMATE	:	Rs 2790700/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	:	06 Months
10)	TENDER OPENED ON DATE & TIME	:	02.11.2012
11)	NUMBER OF TENDER DOCUMENTS SOLD	:	03 Numbers
12)	NUMBER OF BIDS RECEIVED	:	03 Numbers
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	:	03 Numbers
14)	BELEVAL ABOVE REPORT (Enclosed in copy)	:	Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	:	Mr.Phamsuan taluka Umerkot
16)	CONTRACT AWARD COST	:	Rs 2695523/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (Sec 2 EVALUATION BIDS)	:	1st Lowest

18)	METHOD OF PROCUREMENT (Tick one)	Domestic	Domestic Local
	i) SINGLE STAGE ONE ENVELOPE PROCEDURE		X
	ii) SINGLE STAGE TWO ENVELOPE PROCEDURE		X
	iii) TWO STAGE BIDDING PROCEDURE		X
	iv) TWO STAGE TWO ENVELOPE BIDDING PROCEDURE		X

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

19)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	:	Superintending Engineer, (W&S) Umerkot		
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	:	Yes ✓	No	
21)	ADVERTISEMENT	:			
	i) SPPRA Website (If yes give date and SPPRA Identification No)	:	Yes	14017	
			No		
	ii) News Papers (If yes give date and SPPRA Identification No)	:	Yes	Daily Ibrat on dated: 06.10.2012 & others	
			No		
22)	NATURE OF CONTRACT	:	Yes ✓	No	
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING UNDER DOCUMENTS (If yes enclosed a copy)	:	Yes	No ✓	
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING UNDER DOCUMENTS (If yes enclosed a copy)	:	Yes	No ✓	
25)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	:	Yes ✓	No	
26)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS	:	Yes ✓	No	
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BIDDEST EVALUATED BID (in case of consultancies)	:	Yes ✓	No	
28)	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPETENT?	:	Yes ✓	No	
29)	WHETHER NAMED OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	:	Yes ✓	No	
30)	WHETHER AN EXPLORATORY GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach copy of the Fact Calculation report)	:	Yes ✓	No	

31)	ANY COMPLAINTS RECEIVED (If yes, result die gold)	Yes	
		No	✓
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE DOCUMENTS (If yes, give details)	Yes	
		No	✓
33)	WAS THE EXTENSION MADE IN RESPONSE LIVE? (If yes, give reasons)	Yes	
		No	✓
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons)	Yes	
		No	✓
35)	WAS IT ASSURED BY THE PROCUREMENT AGENCY THAT [illegible]	Yes ✓	No
36)	[illegible]	Yes	No ✓
37)	WERE PROPER SANCTIONS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE [illegible]	Yes	No ✓
38)	SPECIAL CONDITIONS, IF ANY (If yes, give brief [illegible])	Yes	
		No	✓

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
Signature & Official Stamp of
Authorised Officer

SUPERINTENDING ENGINEER
WORKS AND SERVICES
DISTRICT UMERKOT

(HAL [illegible])
DIVISIONAL [illegible] ENGINEER
EDUCATION [illegible] DIVISION
UMERKOT

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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION DEPTT	:	Executive Engineer, Education Works, Division Umerkot
2)	PROVINCIAL LOCAL GOVT OTHER	:	District Umerkot (3)
3)	TITLE OF CONTRACT	:	Construction of road from Dhomnaro Ghulam Nabi Shah road to village Ali Muhammad Wadhan mile 00-012 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4)	WORK ORDER NUMBER	:	No. XEN.E.W. 824/2012 Umerkot dt 12.11.2012
5)	BRIEF DESCRIPTION OF CONTRACT	:	M/S Balaji Enterprises
6)	FORUM THAT APPROVED THE SCHEME	:	N/A
7)	TENDER ESTIMATED VALUE	:	Rs.3110000/-
8)	ENGINEER'S ESTIMATE	:	Rs.2886000/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	:	06 Months
10)	TENDER OPENED ON (DATE & TIME)	:	02.11.2012
11)	NUMBER OF TENDER DOCUMENTS SOLD	:	03 Numbers
12)	NUMBER OF BIDS RECEIVED	:	03 Numbers
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	:	03 Numbers
14)	BID EVALUATION REPORT (Enclosed a copy)	:	Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	:	M/S Balaji Enterprises, Suit No.601 & 602, Al-Rehmat Trade Centre, Opp. city court Dandin Bazar Karachi
16)	CONTRACT AWARD PRICE	:	Rs.2814168/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd EVALUATION BIDS)	:	3rd Lowest

18)	METHOD OF PROCUREMENT USED (Decided)	Domestic	Domestic Local
	a) SINGLE STAGE-ONE ENVELOPE PROCEDURE		X
	b) SINGLE STAGE-TWO ENVELOPE PROCEDURE		X
	c) TWO STAGE BIDDING PROCEDURE		X
	d) TWO STAGE-TWO ENVELOPE BIDDING PROCEDURE		X

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

19)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	:	Superintending Engineer, (W&S) Umerkot
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	:	Yes ✓ No
21)	ADVERTISEMENT	:	
	i) SPPRA Website (If yes give date and SPPRA Identification No)	:	Yes 14017 No
	ii) News Papers (If yes give date and SPPRA Identification No)	:	Yes Daily Ibrat on dated: 06.10.2012 & others No
22)	NATURE OF CONTRACT	:	Yes ✓ No
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING ENDERDOCUMENTS (If yes, please send a copy)	:	Yes No ✓
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING ENDERDOCUMENTS (If yes, enclosed a copy)	:	Yes No ✓
25)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USE OF METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	:	Yes ✓ No
26)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	:	Yes ✓ No
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID BEST EVALUATED BID on case of Consultancies	:	Yes ✓ No
28)	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?	:	Yes ✓ No
29)	WHETHER NAMED OF ALL BIDDERS AND THEIR QUOTED PRICES WERE AVAILABLE AT THE TIME OF OPENING OF BIDS?	:	Yes ✓ No
30)	WHETHER VALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach copy of the bid evaluation report)	:	Yes ✓ No

31)	ANY COMPLIANTS RECEIVED (If yes, result thereof)	Yes	
		No	✓
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE OR DOCUMENTS (If yes, give details)	Yes	
		No	✓
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reason)	Yes	
		No	✓
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reason)	Yes	
		No	✓
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes ✓	No
36)	WAS A CUSTOMER WAS THE OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT OF SOCIETIES TO BE AS RELEASED BY THE ADVANCING OF MINEUR APPROVAL (If yes, order a copy)	Yes	No ✓
37)	WERE PROPER SALARIATION PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT BANK GUARANTEE ETC.?	Yes	No ✓
38)	SPECIAL CONDITIONS IF ANY (If yes, give Brief Description)	Yes	
		No	✓

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
Signature & Name of Stamp of
Name & Designation

SUPERINTENDING ENGINEER
WORKS AND SERVICES
DISTRICT UMERKOT

(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION DEPTT	:	Executive Engineer, Education Works, Division Umerkot
2)	PROVINCIAL LOCAL GOVT DEPTT	:	District Umerkot
3)	TITLE OF CONTRACT	:	Construction of road from Raja Rasti Jaan Palli (Kamel Mangrio road) to village Manzoor Pali mile 00-02-330 (0.50 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4)	WORK ORDER NUMBER	:	No. M.N.E.W. 824/2012 Umerkot dt.12.11.2012
5)	BRIEF DESCRIPTION OF CONTRACT	:	Mr Ghulam Mohd Samejo
6)	FORUM THAT APPROVED THE SCHEME	:	N.A
7)	TENDER ESTIMATED VALUE	:	Rs.3115000/-
8)	ENGINEER'S ESTIMATE	:	Rs.3102300/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	:	06 Months
10)	TENDER OPENED ON (DATE & TIME)	:	02.11.2012
11)	NUMBER OF TENDER DOCUMENTS SOLD	:	03 Numbers
12)	NUMBER OF BIDS RECEIVED	:	03 Numbers
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	:	03 Numbers
14)	BID EVALUATION REPORT (Enclosed in copy)	:	Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	:	Mr Ghulam Mohd Samejo, Village Mendhray jo pur Taluka Umerkot District Umerkot
16)	CONTRACT AWARD PRICE	:	Rs.2990839/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd EVALUATION BID)	:	1st Lowest

18) METHOD OF PROCUREMENT USED (Tick one)	Domestic	Domestic/Local
a) SINGLE STAGE ONE ENVELOPE PROCEDURE		X
b) SINGLE STAGE TWO ENVELOPE PROCEDURE		X
c) TWO STAGE BIDDING PROCEDURE		X
d) TWO STAGE TWO ENVELOPE BIDDING PROCED		X

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

19)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	:	Superintending Engineer, (W&S) Umerkot			
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	:	Yes	✓	No	
21)	ADVERTISEMENT	:				
	i) SPPRA Website (If yes give date and SPPRA identification No)	:	Yes	14017		
			No			
	ii) News Papers (If yes give date and SPPRA identification No)	:	Yes	Daily Ibrat on dated: 06.10.2012 & others		
			No			
22)	NATURE OF CONTRACT	:	Yes	✓	No	
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes		No	✓
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes		No	✓
25)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	:	Yes	✓	No	
26)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	:	Yes	✓	No	
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED HIGHEST EVALUATED BID (in case of Consultancies)	:	Yes	✓	No	
28)	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?	:	Yes	✓	No	
29)	WHETHER NAMED OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	:	Yes	✓	No	
30)	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach copy of the bid evaluation report)	:	Yes	✓	No	

31)	ANY COMPLIANTS RECEIVED (If yes, result thereof)	Yes	
		No	✓
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER/NOTICE DOCUMENTS (If yes, give details)	Yes	
		No	✓
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes	
		No	✓
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons)	Yes	
		No	✓
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes ✓	No
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, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT IF APPROVED (If yes, enclose a copy)	Yes	No ✓
37)	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (HANDLOCK AGENTS)	Yes	No ✓
38)	SPECIAL CONDITIONS IF ANY (If yes, give Brief Description)	Yes	
		No	✓

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
Signature & Official Stamp of
Authorized Officer

SUPERINTENDING ENGINEER
WORKS AND SERVICES
DISTRICT UMERKOT

(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION/DEPTT	: Executive Engineer, Education Works Division Umerkot
2)	PROVINCIAL/ORGANIZATION	: District Umerkot
3)	TITLE OF CONTRACT	: Construction of road from Bastio pucca road (Kadhio Garh) to village Sagar Khan Chandio taluka Umerkot (0442+330 0350) kms/chainages proposed by Nawabzada Mehdi Yousuf Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4)	WORK ORDER NUMBER	: No.SEN-EW-824/2012 dated:12.11.2012
5)	BRIEF DESCRIPTION OF CONTRACT	: M/S Balaji Enterprises
6)	TOR/METHOD APPROVED BY SCDMU	: N/A
7)	TENDER ESTIMATED VALUE	: Rs.3105882/-
8)	ENGINEERS ESTIMATE	: Rs.2915883/-
9)	ESTIMATED COMPLETION PERIOD AS PER CONTRACT	: 06 Months
10)	TENDER OPENED ON DATE & TIME	: 02.11.2012
11)	NUMBER OF TENDER DOCUMENTS SOLD	: 03 Numbers
12)	NUMBER OF BIDS RECEIVED	: 03 Numbers
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	: 03 Numbers
14)	EVALUATION REPORT (Enclosure-"A")	: Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	: M/S Balaji Enterprises, Stall No.601 & 602, Al-Rehmat Trade Centre, Opp: city court Dandia Bazar Karachi
16)	CONTRACT AWARDED FOR	: Rs.2,671549/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd, 4th etc.)	: 1st Lowest
18)	METHOD OF PROCUREMENT USED (Enclosed)	Domestic / Foreign/Local
	a) SINGLE STAGE-ONE ENVELOPE PROCEDURE	X
	b) SINGLE STAGE-TWO ENVELOPE PROCEDURE	X
	c) TWO STAGE BIDDING PROCEDURE	X
	d) REQUEST FOR QUOTATIONS/ COMPARISON PROCEDURE	X

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

19)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	:	Superintending Engineer, (W&S) Umerkot			
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	:	Yes	✓	No	
21)	ADVERTISEMENT	:				
	i) SPPRA Website (If yes give date and SPPRA Identification No)	:	Yes	14017		
			No			
	ii) News Papers (If yes give date and SPPRA Identification No)	:	Yes	Daily Ibrat on dated: 06.10.2012 & others		
			No			
22)	NATURE OF CONTRACT	:	Yes	✓	No	
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes		No	✓
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes		No	✓
25)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	:	Yes	✓	No	
26)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	:	Yes	✓	No	
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BIDDER'S EVALUATED BID on case of Consultancies?	:	Yes	✓	No	
28)	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPETANT?	:	Yes	✓	No	
29)	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	:	Yes	✓	No	
30)	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach copy of the bid evaluation report)	:	Yes	✓	No	

31)	ANY COMPLIANTS RECEIVED (If yes, result thereof)	Yes	
		No	✓
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE DOCUMENTS (If yes, give details)	Yes	
		No	✓
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes	
		No	✓
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons)	Yes	
		No	✓
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT TO BE ACQUISITED?	Yes ✓	No
36)	WAS A VISIT MADE BY ANY OFFICER OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT IF ABROAD (If yes enclose fax copy)	Yes	No ✓
37)	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT BANK GUARANTEE ETC?	Yes	No ✓
38)	SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
		No	✓

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
Signature & Official Stamp of Authorized Officer

SUPERINTENDING ENGINEER
WORKS AND SERVICES
DISTRICT UMERKOT

(H.M. KHAN SIYAL)
DIVISION [illegible] OFFICER
EDUCATION WORKS DIVISION
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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION/DEPTT	:	Executive Engineer, Education Works Division Umerkot
2)	PROVINCIAL/LOCAL GOVT OFFICE	:	District Umerkot
3)	TITLE OF CONTRACT	:	Construction of road from Sarmast Umerkot (Ghotki Mangrio) road to village Hashim Kehri mile 000-02+50 to 0.40 kms) Schemes proposed by Nawab Mohd Yousaf Talpur MNA/NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4)	WORK ORDER NUMBER	:	No.SE/NEW-824/2012/Umerkot dt:12.11.2012
5)	BRIEF DESCRIPTION OF CONTRACT	:	Mr.Kamlesh Kumar
6)	FORUM THAT APPROVED THE SCHEME	:	N.A
7)	TENDER ESTIMATED VALUE	:	Rs.3115000/-
8)	ENGINEER'S ESTIMATE	:	Rs.2887000/-
9)	ESTIMATED COMPLETION PERIOD AS PER CONTRACT	:	06 Months
10)	TENDER OPENED ON (DATE & TIME)	:	02.11.2012
11)	NUMBER OF TENDER DOCUMENTS SOLD	:	03 Numbers
12)	NUMBER OF BIDS RECEIVED	:	03 Numbers
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	:	03 Numbers
14)	BID EVALUATION REPORT (Enclosed Annexure)	:	Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	:	Mr.Kamlesh Kumar Taluka Umerkot.
16)	CONTRACT AWARD PRICE	:	Rs.2767319/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1ST, 2ND, 3RD LOWEST OR HIGHEST)	:	3rd Lowest

18) METHOD OF PROCUREMENT USED (Tick one)	Domestic	Domestic/Local
a) SINGLE STAGE-ONE ENVELOPE PROCEDURE		X
b) SINGLE STAGE-TWO ENVELOPE PROCEDURE		X
c) TWO STAGE BIDDING PROCEDURE		X
d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE		X

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

19)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	:	Superintending Engineer, (W&S) Umerkot			
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	:	Yes	✓	No	
21)	ADVERTISEMENT	:				
	i) SPPRA Website (If yes give date and SPPRA Identification No)	:	Yes	14017		
			No			
	ii) News Papers (If yes give date and SPPRA Identification No)	:	Yes	Daily Ibrat on dated: 06.10.2012 & others		
			No			
22)	NA ORDER CONTRACT	:	Yes	✓	No	
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes		No	✓
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes		No	✓
25)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	:	Yes	✓	No	
26)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	:	Yes	✓	No	
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BIDDER OR EVALUATED BID (in case of Consultancy)	:	Yes	✓	No	
28)	WHETHER THE SUCCESSFUL BIDDER WAS INFORMED EVALUATED?	:	Yes	✓	No	
29)	WHETHER NAME OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	:	Yes	✓	No	
30)	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACTS (Attach copy of the bid evaluation report)	:	Yes	✓	No	

31)	ANY COMPLIANTS RECEIVED (If yes, result thereof)	:	Yes
			No ✓
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE DOCUMENTS (If yes, give details)	:	Yes
			No ✓
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	:	Yes
			No ✓
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons)	:	Yes
			No ✓
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	:	Yes ✓ No
36)	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIERS PREMISES IN CONNECTION WITH THE PROCUREMENT DUE DETAILS TO BE ASCRETAINED REGARDING FINANCING OF VISIT IF ABROAD (If yes, enclosed as you)	:	Yes No ✓
37)	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT BANK GUARANTEE ETC?	:	Yes No ✓
38)	SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	:	Yes
			No ✓

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
Signature & Official Stamp of
Authorized Officer

SUPERINTENDING ENGINEER
WORKS AND SERVICES
DISTRICT UMERKOT

(H.M. KHAN SIYOL)
DIVISION ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION DEPTT	:	Executive Engineer, Education Works, Division Umerkot
2)	PROVINCIAL LOCAL GOVT OTHER	:	District Umerkot
3)	TITLE OF CONTRACT	:	Construction of road from Soofi Fakir Dhoronaro road to village Chango Palli mile 0/0-0/1+165 (0.25 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4)	WORK ORDER NUMBER	:	No. XEN/E.W.:824/2012 Umerkot dt:12.11.2012
5)	BRIEF DESCRIPTION OF CONTRACT	:	M/s Haji Mohd Iqbal Memon
6)	FORUM THAT APPROVED THE SCHEME	:	N.A
7)	TENDER ESTIMATED VALUE	:	Rs.3110000/-
8)	ENGINEER'S ESTIMATE	:	Rs.3134700/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT	:	06 Months
10)	TENDER OPENED ON (DATE & TIME)	:	02.11.2012
11)	NUMBER OF TENDER DOCUMENTS SOLD	:	03 Numbers
12)	NUMBER OF BIDS RECEIVED	:	03 Numbers
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	:	03 Numbers
14)	BID EVALUATION REPORT (Enclosed a copy)	:	Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	:	M/S Haji Mohd Iqbal Memon, House No:B-32HAD Housing Scheme Phase-I Qasimabad Hyderabad.
16)	CONTRACT AWARD PRICE	:	Rs.3052134/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e.) 1st, 2nd EVALUATION BID)	:	3rd Lowest

18)	METHOD OF PROCUREMENT USED (Tick one)	Domestic	Domestic Local
	a) SINGLE STAGE-ONE ENVELOPE PROCEDURE		X
	b) SINGLE STAGE-TWO ENVELOPE PROCEDURE		X
	c) TWO STAGE BIDDING PROCEDURE		X
	d) TWO STAGE-TWO ENVELOPE BIDDING PROCED		X

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

19)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	:	Superintending Engineer, (W&S) Umerkot	
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	:	Yes ✓	No
21)	ADVERTISEMENT	:		
	i) SPPRA Website (If yes, give date and SPPRA Identification No)		Yes 14017	
			No	
	ii) News Papers (If yes, give date and SPPRA Identification No)		Yes Daily Ibrat on dated: 06.10.2012 & others	
			No	
22)	NATURE OF CONTRACT	:	Yes ✓	No
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes	No ✓
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS? (If yes enclosed a copy)	:	Yes	No ✓
25)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING ANY METHOD OTHER THAN OPEN COMPETITIVE BIDDING?	:	Yes ✓	No
26)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	:	Yes ✓	No
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID/BEST EVALUATED BID (in case of Consultancies)	:	Yes ✓	No
28)	WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPETENT?	:	Yes ✓	No
29)	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	:	Yes ✓	No
30)	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach copy of the evaluation report)	:	Yes ✓	No

31)	ANY COMPLIANTS RECEIVED (If yes, result thereof)	Yes	
		No	✓
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE DOCUMENTS (If yes, give details)	Yes	
		No	✓
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes	
		No	✓
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons)	Yes	
		No	✓
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	Yes ✓	No
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, DETAILS TO BE ANCRE LAS NEEDED (ADDING FINANCING OF VISIT IF ABROAD) (If yes, enclosed recipe)	Yes	No ✓
37)	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC)?	Yes	No ✓
38)	SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
		No	✓

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
Signature & Official Stamp of
Authorized Officer

SUPERINTENDING ENGINEER
WORKS AND SERVICES
DISTRICT UMERKOT

(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

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CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION DEPTT	:	Executive Engineer, Education Works, Division Umerkot
2)	PROVINCIAL LOCAL GOVT OFFICE	:	District Umerkot
3)	TITLE OF CONTRACT	:	Construction of road from Umerkot Chhor (Syed Murtaza Shah road) to Otaque Syed Ghulam Rasool Shah mile 0/0-0/2 (0-10 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program
4)	WORK ORDER NUMBER	:	No. XEN/E.W/824/2012 Umerkot dt.12.11.2012
5)	BRIEF DESCRIPTION OF CONTRACT	:	Mr.Ghulam Mohd Samejo
6)	FORUM THAT APPROVED THE SCHEME	:	N/A
7)	TENDER ESTIMATED VALUE	:	Rs.2720000/-
8)	ENGINEER'S ESTIMATE	:	Rs.2793900/-
9)	ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	:	06 Months
10)	TENDER OPENED ON (DATE & TIME)	:	02.11.2012
11)	NUMBER OF TENDER DOCUMENTS SOLD	:	03 Numbers
12)	NUMBER OF BIDS RECEIVED	:	03 Numbers
13)	NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	:	03 Numbers
14)	BID EVALUATION REPORT (Enclosed a copy)	:	Attached
15)	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	:	Mr.Ghulam Mohd Samejo, Mendhraj jo Par, Taluka & District Umerkot
16)	CONTRACT AWARD PRICE	:	Rs.2713916/-
17)	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd EVALUATION BID)	:	1st Lowest

18) METHOD OF PROCUREMENT USED (Tick one)	Domestic	Domestic/Local
a) SINGLE STAGE ONE ENVELOPE PROCEDURE		X
b) SINGLE STAGE TWO ENVELOPE PROCEDURE		X
c) TWO STAGE BIDDING PROCEDURE		X
d) TWO STAGE TWO ENVELOPE BIDDING PROCEDURE		X

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

19)	APPROVING AUTHORITY FOR AWARD OF CONTRACT	:	Superintending Engineer, (W&S) Unerkot			
20)	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	:	Yes	✓	No	
21)	ADVERTISEMENT	:				
	i) SPPRA Website (If yes give date and SPPRA Identification No)	:	Yes	14017		
			No			
	ii) News Papers (If yes give date and SPPRA Identification No)	:	Yes	Daily Ibrat on dated: 06.10.2012 & others		
			No			
22)	NATURE OF CONTRACT	:	Yes	✓	No	
23)	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (If yes enclosed a copy)	:	Yes		No	✓
24)	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (If yes enclosed a copy)	:	Yes		No	✓
25)	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE METHOD?	:	Yes	✓	No	
26)	WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?	:	Yes	✓	No	
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BIDDER? (In case of Consultancy)	:	Yes	✓	No	
28)	WHETHER THE SUCCESSFUL BIDDER WAS HAVING ACTIVE PTCL?	:	Yes	✓	No	
29)	WHETHER NAMED OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?	:	Yes	✓	No	
30)	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT? (Attach copy of the bid evaluation report)	:	Yes	✓	No	

31)	ANY COMPLIANTS RECEIVED (If yes, result thereof) :	Yes	
		No	✓
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS (If yes, give details) :	Yes	
		No	✓
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons) :	Yes	
		No	✓
34)	DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons) :	Yes	
		No	✓
35)	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRMS NOT BLACK LISTED? :	Yes ✓	No
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 DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT IF ABROAD (If yes, enclosed [illegible]) :	Yes	No ✓
37)	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT BANK GUARANTEE ETC? :	Yes	No ✓
38)	SPECIAL CONDITIONS IF ANY (If yes, give Brief Description) :	Yes	
		No	✓

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
Signature & Official Stamp of
Authorized Officer

SUPERINTENDING ENGINEER
WORKS AND SERVIC
DISTRICT UMERKOT

(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

FOR OFFICE USE ONLY

0238-571720

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No. XEN/E W/ 814 /2012 Umerkot dated 5 -11 -2012

To,

Mr.Ghulam Mohd Samejo,
Government Contractor,
Umerkot.

SUBJECT: **CONSTRUCTION OF ROAD FROM UMERKOT CHHOR (SYED MURTAZA SHAH ROAD) TO OTAQUE SYED GHULAM RASOOL SHAH MILE 0/0-0/2 (0.40 KMS) UNDER PRIME MINISTER DIRECTIVE'S PROPOSED BY NAWAB MOHD YOUSIF TALPUR MNA NA-228 UMERKOT 2012-13 PROGRAM.**

Ref'nce - Your B-I Tender Dated: 02.11.2012.

Your lowest offer viz. Part 'A' 20.50% Below (Rupees twenty point fifty percent) Below for road work and Part 'B' 3.50% above (Rupees three point fifty percent) Above as entered in the Schedule "B" is hereby accepted.

You are hereby directed to start the above-subjected work under the instructions/supervision of Assistant Engineer Education Works Sub-Division Umerkot within seven (07) days from the date of issue of this letter. The time allowed for completion of work is (06) months.

You are further requested to please attend the office of the undersigned on a working day during office hours to sign the tender documents, so that the regular agreement will be proceed for formal sanction at the earliest.

(Engr. Masood Ahmed Bajwa)
EXECUTIVE ENGINEER
O/C EDUCATION WORKS DIVISION
UMERKOT

1. Copy forwarded with compliments to the Spuertidentent Engineer, Works & Services, Umerkot for favour of kind information.
2. Copy to Assistant Engineer Education Works Sub-Division Umerkot for favour of information. He is further directed to communicate the actual date of start of the above-subjected work within the prescribed period.

O/C **EXECUTIVE ENGINEER**

Photo Mail ***

0238-571720

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No XEN/E W/ 627-2012 Umerkot dated 12/11 -2012

To,

M/s Hai Mohd Iqbal Memon,
Government Contractor,
Umerkot.

SUBJECT: **CONSTRUCTION OF ROAD FROM SOOFI FAKIR DHORONARO ROAD TO VILLAGE CHANGO PALLI MILE 0/0-0/1+165 (0.25 KMS) MILE 0/0-0/2 (0.40 KMS) UNDER PRIME MINISTER DIRECTIVE'S PROPOSED BY NAWAB MOHD YOUSIF TALPUR MNA NA-228 UMERKOT 2012-13 PROGRAM.**

Ref'nce - Your B-I Tender Dated. 02.11.2012.

Y o u r lowest offer viz Part 'A' 15.50% Below (Rupees fifteen point fifty percent) Below for road work and Part 'B' 1.50% above (Rupees one point fifty percent) Above as entered in the Schedule "B" is hereby accepted.

You are hereby directed to start the above-subjected work under the instructions/supervision of Assistant Engineer Education Works Sub-Division Umerkot within seven (07) days from the date of issue of this letter. The time allowed for completion of work is (06) months.

You are further, requested to please attend the office of the undersigned on a working day during office hours to sign the tender documents, so that the regular agreement will be proceed for formal sanction at the earliest.

(Engr. Masood Ahmed Bajwa)
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

1. Copy forwarded with compliments to the Spuertidentent Engineer, Works & Services, Umerkot for favour of kind information.
2. Copy to Assistant Engineer Education Works Sub-Division Umerkot for favour of information. He is further directed to communicate the actual date of start of the above-subjected work within the prescribed period.

EXECUTIVE ENGINEER

Photo Mail***

0238-571720

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No. XEN/E.W/ 823 /2012 Umerkot dated 12/11 -2012

To,

M/s Kamlesh Kumar,
Government Contractor,
Umerkot.

(6)

SUBJECT: **CONSTRUCTION OF ROAD FROM SAMARO UMERKOT (QABOOL MANGRIO) ROAD TO VILLAGE HASHIM KEHRI MILE 0/0-0/2+50 (0.40 KMS) MILE 0/0-0/2 (0.40 KMS) UNDER PRIME MINISTER DIRECTIVE'S PROPOSED BY NAWAB MOHD YOUSIF TALPUR MNA NA-228 UMERKOT 2012-13 PROGRAM.**

Ref'nce:- Your B-I Tender Dated. 02.11.2012

Y o u r lowest offer viz Part 'A' 21% Below (Rupees twenty one percent) Below for road work and Part 'B' 2.60% above (Rupees two point sixty percent) Above as entered in the Schedule "B" is hereby accepted.

You are hereby directed to start the above-subjected work under the instructions/supervision of Assistant Engineer Education Works Sub-Division Umerkot within seven (07) days from the date of issue of this letter. The time allowed for completion of work is (06) months.

You are further requested to please attend the office of the undersigned on a working day during office hours to sign the tender documents, so that the regular agreement will be proceed for formal sanction at the earliest.

(Engr. Masood Ahmed Bajwa)
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

1. Copy forwarded with compliments to the Spuertidentent Engineer, Works & Services, Umerkot for favour of kind information.
2. Copy to Assistant Engineer Education Works Sub-Division Umerkot for favour of information. He is further directed to communicate the actual date of start of the above-subjected work within the prescribed period.

EXECUTIVE ENGINEER

Photo Visit****

0238-571720

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No XEN/E.W/ 876 /2012 Umerkot dated 12/11 -2012

To,

M/s Balaji Enterprices,
Government Contractor,
Umerkot.

SUBJECT: **CONSTRUCTION OF ROAD FROM BUSTAN PUCCA MORE (PADHARIO FARM ROAD) TO OTAQUE SAJAN KHAN CHANDIO MILE 0/0-0/2+330 (0.50 KMS) MILE 0/0-0/2 (0.40 KMS) UNDER PRIME MINISTER DIRECTIVE'S PROPOSED BY NAWAB MOHD YOUSIF TALPUR MNA NA-228 UMERKOT 2012-13 PROGRAM.**

Ref'nce - Your B-I Tender Dated 02.11.2012

Y o u r lowest offer viz: Part 'A' 20.50% Below (Rupees twenty point fifty percent) Below for road work and Part 'B' 2.40% above (Rupees two point forty percent) Above as entered in the Schedule "B" is hereby accepted.

You are hereby directed to start the above-subjected work under the instructions/supervision of Assistant Engineer Education Works Sub-Division Umerkot within seven (07) days from the date of issue of this letter. The time allowed for completion of work is (06) months.

You are further requested to please attend the office of the undersigned on a working day during office hours to sign the tender documents, so that the regular agreement will be proceed for formal sanction at the earliest.

(Engr: Masood Ahmed Bajwa)
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

1. Copy forwarded with compliments to the Spuertidentent Engineer, Works & Services, Umerkot for favour of kind information.
2. Copy to Assistant Engineer Education Works Sub-Division Umerkot for favour of information. He is further directed to communicate the actual date of start of the above-subjected work within the prescribed period.

EXECUTIVE ENGINEER

Photo Mail ***

0238-571720

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No. XEN/E W/ 330 /2012 Umerkot dated 7 - 11 -2012

To,

Mr. Ghulam Mohd Samejo,
Government Contractor.
Umerkot.

SUBJECT: **CONSTRUCTION OF ROAD FROM RAJA RASTI JATUU PALLI (KAMEL MANGRIO ROAD) TO VILLAGE MANZOOR PALLI MILE 0/0-0/2+330 (0.50 KMS) UNDER PRIME MINISTER DIRECTIVE'S PROPOSED BY NAWAB MOHD YOUSIF TALPUR MNA NA-228 UMERKOT 2012-13 PROGRAM.**

Ref'nce:- Your B-I Tender Dated 02.11.2012

Y o u r lowest offer viz. Part 'A' 16% Below (Rupees sixteen percent) Below for road work and Part 'B' 2.40% above (Rupees two point forty percent) Above as entered in the Schedule "B" is hereby accepted.

You are hereby directed to start the above-subjected work under the instructions/supervision of Assistant Engineer Education Works Sub-Division Umerkot within seven (07) days from the date of issue of this letter. The time allowed for completion of work is (06) months.

You are further, requested to please attend the office of the undersigned on a working day during office hours to sign the tender documents, so that the regular agreement will be proceed for formal sanction at the earliest.

(Engr. Masood Ahmed Bajwa)
EXECUTIVE ENGINEER,
EDUCATION WORKS DIVISION
UMERKOT

1. Copy forwarded with compliments to the Spuertidentent Engineer, Works & Services, Umerkot for favour of kind information.
2. Copy to Assistant Engineer Education Works Sub-Division Umerkot for favour of information. He is further directed to communicate the actual date of start of the above-subjected work within the prescribed period.

EXECUTIVE ENGINEER

*Photo Mail ***

☎: 0238-571720

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No. XEN/E.W/ 825 /2012 Umerkot dated : 12-11-2012

To

M/s Balaji Enterprices,
Government Contractor,
Umerkot.

SUBJECT: **CONSTRUCTION OF ROAD FROM DHORONARO GHULAM NABI SHAH ROAD TO VILLAGE ALI MUHAMMAD WALHARI MILE 0/0-0/2 (0.40 KMS) MILE 0/0-0/2 (0.40 KMS) UNDER PRIME MINISTER DIRECTIVE'S PROPOSED BY NAWAB MOHD YOUSIF TALPUR MNA NA-228 UMERKOT 2012-13 PROGRAM.**

Ref'nce :- Your B-I Tender Dated: 02.11.2012.

Y o u r lowest offer viz. Part 'A' 20.16% Below (Rupees twenty point sixteen percent) Below for road work and Part 'B' 3.50% above (Rupees three point fifty percent) Above as entered in the Schedule "B" is hereby accepted.

You are hereby directed to start the above-subjected work under the instructions/supervision of Assistant Engineer Education Works Sub-Division Umerkot within seven (07) days from the date of issue of this letter. The time allowed for completion of work is (06) months.

You are further, requested to please attend the office of the undersigned on a working day during office hours to sign the tender documents, so that the regular agreement will be proceed for formal sanction at the earliest.

(Engr. Masood Ahmed Bajwa)
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

1. Copy forwarded with compliments to the Spuertidentent Engineer, Works & Services, Umerkot for favour of kind information.
2. Copy to Assistant Engineer Education Works Sub-Division Umerkot for favour of information. He is further directed to communicate the actual date of start of the above-subjected work within the prescribed period.

EXECUTIVE ENGINEER

Photo Mail***

0238-571720

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No. XEN/E.W/. 827 /2012 Umerkot dated 12-11 -2012

To,

M/s Pharsram,
Government Contractor,
Umerkot

SUBJECT: **CONSTRUCTION OF ROAD FROM MIRPURKHAS UMERKOT LINK ASAIN BANK ROAD 13TH HIRAL TO VILLAGE ABDUL GHAFOOR ARISAR MILE 0/0-0/2 (0.40 KMS) MILE 0/0-0/2 (0.40 KMS) UNDER PRIME MINISTER DIRECTIVE'S PROPOSED BY NAWAB MOHD YOUSIF TALPUR MNA NA-228 UMERKOT 2012-13 PROGRAM.**

Ref'nce.- Your B-I Tender Dated 02.11.2012.

Y o u r lowest offer viz Part 'A' 16% Below (Rupees sixteen percent) Below for road work and Part 'B' 0.40% above (Rupees zero point forty percent) Above as entered in the Schedule "B" is hereby accepted.

You are hereby directed to start the above-subjected work under the instructions/supervision of Assistant Engineer Education Works Sub-Division Umerkot within seven (07) days from the date of issue of this letter. The time allowed for completion of work is (06) months.

You are further, requested to please attend the office of the undersigned on a working day during office hours to sign the tender documents, so that the regular agreement will be proceed for formal sanction at the earliest.

(Engr. Masood Ahmed Bajwa)
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

1. Copy forwarded with compliments to the Spuertidentent Engineer, Works & Services, Umerkot for favour of kind information.
2. Copy to Assistant Engineer Education Works Sub-Division Umerkot for favour of information. He is further directed to communicate the actual date of start of the above-subjected work within the prescribed period.

EXECUTIVE ENGINEER

Photo Hai ***

0238-571720

OFFICE OF THE EXECUTIVE ENGINEER EDUCATION WORKS DIVISION UMERKOT

No. XEN/E.W/. 824 /2012 Umerkot dated 12/11 -2012

To,

M/s Haji Mohd Iqbal Memon,
Government Contractor.
Umerkot.

SUBJECT: **CONSTRUCTION OF ROAD FROM ANUPANI MENDRE-JO-PAR ROAD TO VILLAGE SHERANI PARO MILE 0/0-0/2 (0.40 KMS) MILE 0/0-0/2 (0.40 KMS) UNDER PRIME MINISTER DIRECTIVE'S PROPOSED BY NAWAB MOHD YOUSIF TALPUR MNA NA-228 UMERKOT 2012-13 PROGRAM.**

Ref'nce:- Your B-I Tender Dated 02.11.2012.

Y o u r lowest offer viz. Part 'A' 20.50% Below (Rupees twenty point fifty percent) Below for road work and Part 'B' 16% above (Rupees sixteen point percent) Above as entered in the Schedule "B" is hereby accepted.

You are hereby directed to start the above-subjected work under the instructions/supervision of Assistant Engineer Education Works Sub-Division Umerkot within seven (07) days from the date of issue of this letter. The time allowed for completion of work is (06) months.

You are further, requested to please attend the office of the undersigned on a working day during office hours to sign the tender documents, so that the regular agreement will be proceed for formal sanction at the earliest.

(Engr. Masood Ahmed Bajwa)
EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

1. Copy forwarded with compliments to the Spuertidentent Engineer. Works & Services, Umerkot for favour of kind information.
2. Copy to Assistant Engineer Education Works Sub-Division Umerkot for favour of information. He is further directed to communicate the actual date of start of the above-subjected work within the prescribed period.

EXECUTIVE ENGINEER

Photo Mat ---

Name of Work → Construction of road from Bustan Tucca more (Nothing to Jamia road) to Otaque Sajan Khan Chandio mile No. 0+330 (0.50 kms) Scheme proposed by Nawab M. Yousuf Talpur MNA-NA-228 Umerkot under P.M. Directives 2012-13 Program.

O.Rs., W.C.D., Nos. 7/35 of 6-4-11, 5/61 of 6-4-12, 15/61 of 2-...-13, G.A.D.P. and M. Deptt. No. 38-2/73 (PWD) 11-37 (P.W.D.) No. 2-113, 2 of 27-3-38 12-10-48 and 3-3-49, 654-W of 22-1-39 12-10-44 and 7-2-44, 654-W 1888/11-1 of 28-1-49, 3641-W1 of 12-12-51

FORM, B-1

PUBLIC WORKS DEPARTMENT

CIRCLE ...

DIVISION

Percentage Rate Tender and Contract

Name of Agency → M/S Balaji Enterprises S/C

General Rules and Direction for the Guidance of Contractors

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

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his byehalf 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 shewing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the enveloped.

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

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

Contractor
CONTRACTOR

EXECUTIVE ENGINEER
Executive Engineer
Works & Services Department
UMERKOT.

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

Receipt No. 1458 dated 2-11-12 from Government Treasury or Sub-Treasury at [illegible] in respect of the sum of Rs. [illegible] is herewith forwarded representing the earnest money (of the full value of which [illegible] is to be absolutely forfeited to Government should I/we not deposit the full amount of security deposit specified in the above mentioned sum of Rs. [illegible] in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. [illegible] shall be retained by Government on account of such security deposit as aforesaid or 1(b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions).

*Amount to be stated in words and figures.

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

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

Dated the [illegible] day of [illegible] 19[illegible]

(Witness) ††

(Address) T.S.R. 3/105008

(Occupation)

Rupees Thirty one Thousand Five Hundred only

††Signature should be before witnesses of tender. Witness's address and occupation should be added below signature.

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

EXECUTIVE ENGINEER
EXECUTIVE ENGINEER
Electrical Division
Division (or by my duly authorised Assistant).
UMERKOT.

Signature of the officer by whom accepted.

Dated the [illegible] day of [illegible] 19[illegible]

Conditions 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 a limit Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or deposit as contemplated at (A) above, then a lumpsum by way of security deposit shall not amount to, ... per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....per cent by deduction 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 this 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 deposit.

Contractor

CONTRACTOR

EXECUTIVE ENGINEER
EXECUTIVE ENGINEER
Electrical Division
Works & Services Department
UMERKOT.

Contractor [illegible] from Bustan Pucca more [illegible]

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and give it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contractor 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 contract shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the 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 the Executive Engineer shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 days' notice in writing. The contractor will have no claim for 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 not withstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clause 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 responsible to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or retain removal of or sale contractor's plant.

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

Extension time.

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

CONTRACTOR
Contractor

EXECUTIVE ENGINEER
DISTRICT DEPARTMENT
Education Works
Works & Services Department
UNSURPAT

Bill to be submitted monthly.

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

Bills to be on Printed forms.

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.

Stores supplied by Government.

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

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

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

Alterations in Specifications and designs not to invalidate Contracts.

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the conditions 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 the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the

CONTRACTOR
Contractor

EXECUTIVE ENGINEER
DISTRICT COUNCIL
Executive Engineer
Works & Services Department

Works to be open to inspection etc.

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

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

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

Contractor liable for damages done, and for defects for three months after certificate.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working or any building, road fence, enclosure or grass land or cultivated ground 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 this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor to supply plant, ladders scaffoldings, etc.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents, referred to in these conditions or not, and which 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 matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefor 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 assisting, weighting 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 expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above 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 to indemnify against claims arising from non-provision of lights fencing etc.

Measures for prevention of fires.

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.

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CONTRACTOR

EXECUTIVE ENGINEER
DISTRICT DIVISION

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

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract is shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid. 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 parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause. Lump sums in estimates.

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

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

Clause 35.—The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued. Contractors percentage when carried to net or gross amounts of bill.

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

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

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. Claim for quantities entered in the tender or estimate.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION [illegible] DIVISION

Clause 31.—Where the authority competent to accept a tender is any of the following authorities the contractor will not be entitled to withdraw or apply for the return of the earnest money before expiry of the period mentioned below against such authority commencing from the date of opening of the tender.

When the sanctioning authority for the tender is:—

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

~~*Clause 32.*—If any question, difference or objection what so ever shall arise in any way connected with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of their party, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment, recovery or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matters so referred.~~

Delete By Govt. of Sindh

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 with Government P.W.D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATIONAL WORKS DIVISION
UMERKOT.

Divisional Accountant.

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

Contractor

Executive Engineer.

EXECUTIVE ENGINEER
EDUCATIONAL WORKS DIVISION
UMERKOT.
Works & Services Department
UMERKOT.

CONTRACTOR

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

Attached

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 column as in the Schedule should be filled in, [illegible] 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) as an respects and hold good work under all conditions, site moisture, [illegible] etc.

(Signature of Contractor) (Signature)

EXECUTIVE ENGINEER
[illegible]
UMSEKOT.
Work & Services Department
UMSEKOT.

Note—To be continued on additional sheets if found [illegible]

CONTRACTOR

Name of Work → Construction of road from Dharonarow Gakuam Nab Shah road to village Ali Muhammad wathari mila o/o-o/2 Co.40 Kms) Schemes proposed by Nawab Mohd Yousuf Talpur M.P.A-28 (A-22) Umerkot-Under Reforms Ministers Directives 2012-13 Phase-III

G.Rs, W.P.D., Nos. 7318 of 5-8-33, 8-1 of 8-1-35, 1670-32 of 2-4-37, S.I.A./S.P. and M. Deptt. No. 345/P/37 of 9-11-37 (P.W.D.) No. 2-173, 2 W of 23-2-39 12-10-44 and 2-3-39, 654-W of 2-3-39 12-10-44 and 2-4-45, 15-W 1038/11-1 of 28-1-49, 3661-W1 of 12-12-51

PUBLIC WORKS DEPARTMENT

CIRCLE ...

DIVISION ...

(3)

Percentage Rate Tender and Contract

Name of Agency → M/s Balaji Enterprises C/C

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, and the details of the works to be tendered will be supplied to the prospective tenderers on their request.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his byehalf 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 persin 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 shewing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the enveloped.

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

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

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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 measurements 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 tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

In figures as well as in words.

I/We hereby tender for the execution for the Governor of Sind, (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 given in writing in pursuance of the tender and in clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) General description. ——→ Ghulam Nabi Shah Road to village Ali M. Wakhiri

(b) Estimated cost. ——→ Rs. 3,110. (M)

(c) Earnest money. ——→ Rs. 0.0622

(d) Security deposit—(including earnest money). ——→ Rs. 0.1555

(e) Percentage, if any, to be deducted from bills ——→ Rs. 0.2790
(Rupees) per cent.

(f) Time allowed for the work from date of written order to commence. ——→ (6) Months

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

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

(d) This deposit as may be in accordance with paras 315 and 321 A of the P.W.D. Manual.

(e) This percentage where no security deposit be taken, will vary from 5 percent to 10 percent according to the requirement of the case, where security deposit is taken. See note 2 (Clause 3 of condition of contract.

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

Contractor

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Taluka Works
Works & Services Depar
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(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and give it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contractor 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 contract shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the 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 the Executive Engineer shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 days' notice in writing. The contractor will have no claim for compensation for any loss sustained by him owing to such action.

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

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

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

Power to take possession of or remove removal of or sale contractor's plant.

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

Selectiontion.

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

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

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

Plan certificate

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

[illegible] of Bundhis

Clause 7-A.—In the case of silt [illegible] arance and other excavation works of channels after the measurement are [illegible] ly recorded and checked by a competent authority the Contractor shall, on [illegible] notice in writing being given by the Engineer-in-charge or his subordinate [illegible] d within the time specified in the notice, remove "Bundhis" and profile ridges w[illegible] hin the designed channel section. If the contractor makes default such work a[illegible] be carried out departmentally in which case the amount spent on the removir[illegible] such "Bundhis" and profile ridges shall be deducted from any money due to t[illegible] contractor or from his Security Deposit. The time taken by the contractor in re[illegible] ving "Bundhis" and profile ridges shall not be counted towards the period stip[illegible] ated for the completion of the contract work.

[illegible] on Inter-[illegible] ificates to be advances.

Clause 8.—No payment shall be [illegible] de for any work, estimated to cost less than rupees five hundred till after the [illegible] whole of the work shall have been completed and a certificate of completion gi[illegible] n. But in the case of works estimated to cost more than rupees five hundred, th[illegible] contractor shall on submitting bill therefore, as provided in Clause 10, be enti[illegible] l to receive payment proportionate to the part of the work then approved and [illegible] ssed by the Engineer-in-charge, whose certificate of such approval and passing [illegible] the sum so payable shall be final and conclusive against the contractor. All [illegible] h intermediate payments shall be regarded as payments by way of advance [illegible] gainst the final payment only and not as payments for work actually done an[illegible] completed, and shall not preclude the Engineer-in-charge from requiring any [illegible] d, unsound, imperfect or unskilful work to be removed or taken away and [illegible] e-constructed, or re-erected, nor shall any such payment be considered as an a[illegible] ssion of the due performance of the contract or any part thereof in any respect [illegible] r the securing of any claims; nor shall it conclude, determine, or affect in any o[illegible] way the powers of the Engineer-in-charge as to the final settlement and adju[illegible] nent of the accounts or otherwise, or in any way vary or effect the contract. [illegible] e final bill shall be submitted by the contractor within one month of the date [illegible] ed for the completion of the work, otherwise Engineer-in-charge's certificate [illegible] f the measurements and of the total amount payable for the works shall be fin[illegible] and binding on all parties.

[illegible] reduced [illegible] of item [illegible] ted to [illegible] the [illegible] gineer

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

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UMERKOT
Works & Services Department

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

Receipt No. 1458 dated 2/11/12 from Government Treasury or Sub-Treasury at in respect of the sum of Rs.

*Amount to be specified in words and figures

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

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

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

Dated the day of 19

(Witness) 1[illegible]

(Address)

(Occupation)

Rupees Thirty one Lacs Ten Thousand only.

[illegible] Government officer by whom tender is received.

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

EXECUTIVE ENGINEER
Executive Engineer
Division or by authorised Assistant.

Signature of the officer by whom accepted.

Dated the day of 19

Conditions 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) from the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sums as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or deposit as contemplated of (A) above, then a sum of Rs. 1,000 in such case, if the sum so deposited shall not amount to, ... per cent of the total estimated cost of the work, it shall be lawful for Government to the contractor for work done under the contract to make up the full amount of.....per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of this 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 deposit.

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Compensation for delay.

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

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

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

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due deligence (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:

¼th of the work in ¼th of the time.

½ of the work in ½ of the time.

¾th of the work in ¾th of the time.

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

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

Action when whole of security deposit is forfeited.

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

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

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

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Education Dept.

Bill to be submitted monthly.

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

Bills to be on Printed forms.

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 the rates hereinafter provided for such work.

Stores supplied by Government.

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

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

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

Alterations in Specifications and designs not to invalidate Contracts.

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the rates 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 the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the

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Contractor

original contract work, and the ... rtificate 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 ... 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 sched... of rates of the Division, then the contractor shall, within seven days of the d... of receipt by him of the order to carry out the work inform the Engineer-in-cha... of the rate which it is his intention to charge for such class of work, and if the ... gineer-in-charge is satisfied that the rate quoted is within the rate worked out by ... on detailed rate analysis, then he shall allow him that rate, but if the Engineer... -charge does not agree to this rate he shall by notice in writing be at liberty to ... cel 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 ... mence work or incur any expenditure regard thereto before the rates shall ha... been determined as lastly hereinbefore men... tioned, then in such case he shall ... ly be entitled to be paid in respect of the work carried out for expenditure incurr... by him prior to the date of the determination of the rate as aforesaid accordin... to such rate or rates as shall be fixed by the Engineer-in-charge. In the event ... a dispute, the decision of Superintending Engineer of the circle will be fin... In case the contractor is still not satisfied with the decision he may bring th... matter for arbitration in accordance with the procedure laid down in clause—7.

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

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any re... on whatsoever not require the whole or any part of the work as specified in the ... tender to be carried out at all or carried out by the contractor, he shall give not... in writing of the fact to the contractor, who shall thereupon have no claim to ... any payment or compensation whatsoever on account of ady profit or advantage ... which he might have derived from the execu... tion of the work in full but which ... did not so derive in consequence of the full amount of the work not having be... carried out, neither shall he have any claim for compensation by reason of any ... alterations, having been made in the original specifications, drawing, design, and ... instructions, which may involve any curtail... ment of the work as originally cont... templated. 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 p... d for such materials at the rate determined by the Engineer-in-charge provided t... ey are not in excess of requirements and are of approved quality.

Time limit for enforcement claim.

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 occuring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the con... tractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality 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 ... he may require, or if so required, shall remove the materials or articles so spe... fied and provide other proper and suitable materials articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid the contractor sh... l be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-executed the work or remove and replace the materials or arti... les complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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Clause 18.—All works under or in cour[illegible] 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, an[illegible] the contractor shall at times during the usual working hours, and at all other ti[illegible]s at which reasonable notice of the intention of the Engineer-in-charge or his su[illegible]ordinate to visit the work shall have given to the contractor, either himself be pr[illegible]ent to receive orders instruction, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors's duly author[illegible]ed agent shall be considered to have the same force an effect as if they had been [illegible]iven to the contractor himself.

Works to be open to inspection.

Contractor or re[illegible]sible agent to be [illegible].

Clause 19.—The contractor shall give no[illegible]less than five days notice in writing to the Engineer-in-charge of his subordinat[illegible]n-charge of the work before covering up or otherwise placing beyond the reach [illegible] measurement any work in order that the same may be measured and correct dim[illegible]sions thereof taken before the same is so covered up or place beyond the reach [illegible]easurement, and shall not cover up or place beyond the reach of measurement an[illegible] work without the consent in writing of the Engineer-in-charge or his subordina[illegible]-in-charge of the work; and if any work shall be covered up or placed beyon[illegible] the reach of measurement without such notice having been given to consent obt[illegible]ned, the same shall be uncovered at the contractor's expense, and in default th[illegible]eof 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 work[illegible]en, or servants shall break, deface, injure, or destroy any part of a building in wh[illegible]ch they may be working or any building, road fence, enclosure or grass land or [illegible]ultivated ground continuous to the premises on which the work or any part there[illegible] is being executed, or if any demage shall be done to the work, while it is in pro[illegible]ess from any cause whatever or if any imperfections become apparent in it wi[illegible]n three months of the grant of a certificate of completion, final or otherwise, [illegible]y the Engineer-in-charge, the contractor shall make good the same at this own [illegible]xpense, or in default the Engineer-in-charge may cause the same to be made goo[illegible] by other workmen, and deduct the expenses of (which the certificate of Enginee[illegible]-in-charge shall be final) from any sums that may then be due or may thereafte[illegible] become due to the contractor, or from his security deposits or the proceeds of [illegible]le 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 a[illegible] his own cost all material (except such special material, if any, as may in accor[illegible]nce with the contract, be supplied from the P.W.D. Stores), plant, tools, applia[illegible]ces, implements, ladders, cordage tackle, scaffolding and temporary work requi[illegible]e or proper for the execution of the work, whether in the original, altered, or s[illegible]stituted from, and whether included in the specification, or other documents, f[illegible]ing part of the contract of referred to in these conditions or not, and which [illegible]y be necessary for the purpose of satisfying or complying with the requirements [illegible] the Engineer-in-charge as to any matter as to which under these conditions he [illegible] entitled to be satisfied, or which he is entitled to require together with the carr[illegible] therefore to and from the work. The contractor shall also supply without cha[illegible] the requisite number of persons with the means and materials necessary for th[illegible] purpose of setting out works, and counting, weighting and assisting in the meas[illegible]ment or examination at any time and from time to time of the work or the ma[illegible]ials. Failing this the same may be provided by the Engineer-in-charge at the ex[illegible]nse of the contractor and the expenses may be deducted from any money d[illegible] to the contractor under the contract, or from his security deposit or the proce[illegible] of sale thereof, or of a sufficient portion thereof. The contractor shall provide [illegible] necessary fencing and lights required to protect the public from accident, a[illegible] shall also be bound to bear the expenses of defence of every suit, action or o[illegible]er legal proceedings, that may be brought by any person for injury sustained [illegible]ing to neglect of the above precautions, and to pay any damages and costs wh[illegible]ch may be awarded in any such suit action or proceedings to any such perso[illegible] or which may with the consent of the contractor be paid for compromising any claim by any [illegible] person.

Contractor to supply plant, ladders scaffoldings, etc.

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

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

Measures for transaction of the [illegible]

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CONTRACTOR

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

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

Liability of contractor for any damages done in or outside work area.

Clause 23.—Compensation for all damage done intentionally or otherwise by contractor's labour to property including any damages either in or beyond the limits of Government 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 until the estimates of the Superintending Engineer, the Engineer-in-charge subject to the decision of the Superintending Engineer, appeal shall be final and the contractor shall be bound to pay the amount at the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause be recovered from the contractor 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.

Employment of female labour.

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

Work on Fridays.

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 contractor 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 sealed the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage 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 anyu 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 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 contract or shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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.

Changes in the constitution of firm to be Notified

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

Work to be under direction of Superintending Engineer.

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

EXECUTIVE 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, 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 the thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to expectute the same whether arising during the progress of the work or after the completion or abandonment thereof.

Decision of Superintending Engineer to be final.

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

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

Lump sums in contracts.

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

Action where no specification.

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

Definition of work.

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

Contractors percentage when carried to net or gross amounts of bill.

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

Refund of quarry fees and royalties.

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

Compensation under the workmen's Compensation Act.

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.

Claim for quantities entered in the tender or estimate.

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EDUCATION DIVISION
UMERKOT

Employment of famine-labour.

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

Claim for Compensation for delay in starting the work.

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

Claims for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or excavated soil, excavation mud, sub-soil water or rain are inclusive for all water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Statutory rights of workmen not to be affected by terms of work.

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

Minimum age of persons employed, the employment of children and other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 18 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 employed working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

Pakistan Timber to be used.

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

Certificate for Concessionary Freight Charges from Railway.

Clause 45.—If any materials such as stones metal kajri, 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.

Procedure of acceptance of tenders when tenders rates are same.

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 carriage of materials by vehicles having pneumatic tyres.

Recovery of sums from Contractor as arrears of Land Revenue.

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

Partnership of M.L.As forbidden.

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.

Payment of sales tax.

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

Interest or share Government Servant in the work.

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

EXECUTIVE ENGINEER
EDUCATION
Works
Works & Services Department

Executive

Clause 31.—Where the authority competent to accept a tender is any of the following authorities the contractor will not be entitled to withdraw or apply for the return of the earnest money deposit expiry of the period mentioned below against such authority commencing from the date of opening of the tender.

When the accepting authority for the tender is:—

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

Clause 32.—If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning of any portion of any part thereof, the rights, duties or liabilities of their party, then save in so far as the decision of any such matter is herein before provided for as to which the decision of any person is to be final, such matter including whether its decision has been given as to which the decision of any person is to be final, such matter including whether its decision has been given as to which the decision of any person is to be final, such matter including whether its decision has been given

SCHEDULE A

SCHEDULE [illegible] PUBLIC [illegible] THE [illegible] TO BE [illegible] FROM THE [illegible] TO BE [illegible] AND THE [illegible] AND TO BE [illegible]

Particulars.	Rate at which [illegible] will be [illegible] the [illegible]			Place of delivery.
	Units.	Rs.	Paise.	

Attached

cp

Note.—The person or firm submitting the tender shall 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 [illegible])

[illegible]

Works & [illegible]

[illegible]

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.	Paise			

Attached

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 column as in the Schedule should be filled in, [illegible] 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, [illegible]

(Signature of Contractor) Contractor

(Signature) EXECUTIVE ENGINEER [illegible] UMERKOT. Work & Services Department UMERKOT.

Note—To be continued on additional sheets if found [illegible]

CONTRACTOR

Name of Work ——→ Construction of road from Umerkot-Chhore (Syed Murtaza Shah road) to Otaque Syed Ghulam Kasim Shah mile 0/0 - 0/2 (0.40 Kms) Schemes Proposed by Nawab Mohd Yousuf Talpur MNA NA-228 Umerkot - under Prime Minister Directives 2012-13

O.Ra., W.E.D., Nos. [illegible] of [illegible], [illegible] of [illegible], [illegible] and [illegible], Deptt. No. [illegible] of 9-11-37 (P.W.D.) [illegible], [illegible] of [illegible] 12-10-44 and [illegible], [illegible] of [illegible] 12-10-44 and [illegible], [illegible] of [illegible] of [illegible], [illegible] of [illegible]

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract

Name of Agency ——→ Mr. Ghulam Mohd Samejo G/C

General Rules and Direction for the Guidance of Contractors

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

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

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

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

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

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

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

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EXECUTIVE DIVISION
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UMERKOT

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 tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

*In figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sind, (therein-before and hereinafter referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at* percent below/above the estimated rates entered in Schedule "B" (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions given in writing in pursuance of the tender and 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.

Memorandum

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

(a) General description. → Road Syed Ghulam Rasul Sh

(b) Estimated cost. → Rs: 2-7200 (M)

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

(c) Earnest money. → Rs. 0.0544 (M)

(d) This deposit at all be in accordance with paras 315 and 321 A of the P.W.D. Manual.

(d) Security deposit—(including earnest money) → Rs. 0.136 (M)

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

(e) Percentage, if any, to be deducted from bills → Rs. 0.2448 (M)
(Rupees) per cent.

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

(f) Time allowed for the work from date of written order to commence. → (6) Months

ctor

EXECUTIVE ENGINEER
Works & Services Depar
UMERKOT.

Should this tender be accepted I/we hereby [illegible] act annexed hereto so far as the terms and provisions of the conditions of con[illegible] to Government the sums of applicable, and in default thereof to forfeit and p[illegible] money mentioned in the said conditions.

Receipt No. 1451 dated 2/11/12 from Government Treasury or Sub-Treasury at [illegible] in respect of the sum of Rs. [illegible]

*Amount to be specified in words and figures

is herewith forwarded representing the earnest mo[illegible]ey (a) the full value of which is to be absolutely forfeited to Government shou[illegible] not deposit the full amount of security deposit specified in the above mem[illegible]andum, in accordance with Clause 1 (A) of the said conditions, otherwise the [illegible]aid sum of Rs. [illegible] shall be retained by Government on account of [illegible]uch security deposit as aforesaid or 1(b) the full value of which shall be retai[illegible]d by Government on account of the security deposit specified in clause 1 (B) [illegible] the conditions.

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

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

Dated the [illegible] day of [illegible] 19[illegible]

(Witness) ††

(Address) 1-1/2-720000 Rupees Twenty Seven Lakhs Twenty Rupees only

(Occupation)

††Signature should be taken before submission of tender. Signature of witness to be attested by Magistrate or Gazetted Officer.

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

Signature of the officer by whom accepted.

EXECUTIVE ENGINEER
Executive Engineer
EDUCATIONAL WORKS DIVISION
Division or his duly authorised Assistant.
UMERKOT.

Dated the [illegible] day of [illegible] 19[illegible]

Conditions 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 Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient with amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percentage all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or deposit as contemplated in (A) above, then a lump sum by way of security deposit as contemplated in (A) above, then in such case, if the sum so deposited shall not amount to ..... per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....per cent by deduction 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, whether paid in cash, may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

Security deposit.

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Compensation for [illegible].

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

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

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

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due deligence (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:

[illegible]th of the work in [illegible]th of the time.

[illegible] of the work in [illegible] of the time.

[illegible]th of the work in [illegible]th of the time.

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

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

Action when whole of security deposit is forfeited.

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

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

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

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ELECTRICAL DIVISION
Education Vol

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and give it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contractor 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 contract shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the 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 the Executive Engineer shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 days' notice in writing. The contractor will have no claim for 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 not withstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clause 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 authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

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

Substitution.

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

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

When time has extended as [illegible] oresaid, it shall continue to be the essence of the contract and all clauses of the [illegible] ontract shall continue to be operative during the extended period.

Plan certificate

Clause 7.—On completion of [illegible] e work the contractor shall be furnished with a certificate by the Executi[illegible] Engineer (hereinafter called the Engineer-incharged) of such completion, bu[illegible] such certificate shall be given and the work has been executed, or other p[illegible] s of any Building in or upon which the work the premises on which the work sh[illegible] have been executed all scaffolding, surplus materials and rubbish, and shall ha[illegible] cleaned off the dirt from all woodwork, doors, windows, walls, floors, or oth[illegible] parts of any building in or upon which the work has been executed, or other p[illegible] of any Building in or upon which the work has been executed, or of which he [illegible] y have had possession for the purpose of executing the work, nor until the w[illegible] shall have been measured by the Engineer-in-charge or where the measurement[illegible] have been taken by his subordinates until they have received the approval of t[illegible] Engineer-in-charge, the said measurements being binding and conclusive again[illegible] the contractor. If the contractor shall fail to comply with the requirements of [illegible] his clause as to the removal of scaffolding surplus materials and rubbish, and [illegible] eaning of dirt on or before the date fixed for the completion of the work, the E[illegible] gineer-in-charge, may, at the expense of the contractor, remove such scaffolding, [illegible] urplus materials and rubbish, and dispose of the same as he thinks fit and clean[illegible] of such dirt as aforesaid; and the contractor shall forthwith pay the amount of al[illegible] expense so incurred, but shall no claim in respect of any such scaffolding or su[illegible] plus materials as aforesaid except for any sum actually realized by the sale the[illegible] of.

[illegible] of Bundhis

Clause 7-A.—In the case of sill [illegible] arance and other excavation works of channels after the measurement are [illegible] y recorded and checked by a competent authority the Contractor shall, on a [illegible] otice in writing being given by the Engineer-in-charge or his subordinate [illegible] d within the time specified in the notice, remove "Bundhis" and profile ridges [illegible] in the designed channel section. If the contractor makes default such work [illegible] be carried out departmentally in which case the amount spent on the removi[illegible] uch "Bundhis" and profile ridges shall be deducted from any money due to t[illegible] contractor or from his Security Deposit. The time taken by the contractor in re[illegible] ving "Bundhis" and profile ridges shall not be counted towards the period stip[illegible] ated for the completion of the contract work.

[illegible] on Inter-[illegible] tificates to be advances.

Clause 8.—No payment shall be [illegible] de for any work, estimated to cost less than rupees five hundred till after the [illegible] hole of the work shall have been completed and a certificate of completion g[illegible] n. But in the case of works estimated to cost more than rupees five hundred, th[illegible] contractor shall on submitting bill therefore, as provided in Clause 10, be enti[illegible] l to receive payment proportionate to the part of the work then approved and [illegible] ssed by the Engineer-in-charge, whose certificate of such approval and passing [illegible] the sum so payable shall be final and conclusive against the contractor. All [illegible] h intermediate payments shall be regarded as payments by way of advance [illegible] ainst the final payment only and not as payments for work actually done an[illegible] completed, and shall not preclude the Engineer-in-charge from requiring any [illegible] d, unsound, imperfect or unskilful work to be removed or taken away and [illegible] -constructed, or re-erected, nor shall any such payment be considered as an a[illegible] ssion of the due performance of the contract or any part thereof in any respect [illegible] or the accuring of any claims; nor shall it conclude, determine, or affect in any o[illegible] e way the powers of the Engineer-in-charge as to the final settlement and adju[illegible] ment of the accounts or otherwise, or in any way vary or effect the contract. [illegible] e final bill shall be submitted by the contractor within one month of the date [illegible] ed for the completion of the work, otherwise Engineer-in-charge's certificate [illegible] the measurements and of the total amount payable for the works shall be fin[illegible] and binding on all parties.

[illegible] reduced [illegible] of item [illegible] ned as [illegible] the [illegible] gineer

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

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Bill to be submitted monthly.

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

Bills to be on Printed forms.

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 the rates specified in the tender or in the case of any extra work ordered in mentioned or provided for in the tender for such work.

Stores supplied by Government.

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

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

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

Alterations in Specifications and designs not to invalidate Contracts.

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the rates 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 the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the

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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 ... 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 sched... of rates of the Division, then the contractor ... shall, within seven days of the d... of receipt by him of the order to carry out the ... work inform the Engineer-in-the... 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 ... on detailed rate analysis, then he shall allow ... him that rate, but if the Engineer... 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 suc... manner as he may consider advisable *Provided* ... always that if the contractor shall ... commence work or incur any expenditure regard... thereto before the rates shall ha... been determined as lastly hereinbefore men... tioned, then in such case he shall ... be entitled to be paid in respect of the work ... carried out for expenditure incurr... by him prior to the date of the determination ... of the rate as aforesaid accordin... to such rate or rates as shall be fixed by the ... Engineer-in-charge. In the event ... a dispute, the decision of Superintending ... Engineer of the circle will be fin... In case the contractor is still not satisfied ... with the decision he may bring t... matter for arbitration in accordance with the ... procedure laid down in clause—

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

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

Time limit for enforcement claims.

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

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the con... tractor, it shall appear to the Engi... -in-charge or his subordinate-in-charge of ... the work, that any work has been ... executed with unsound, imperfect or unskilful ... workmanship or with materials of in... or quality, or that any materials or articles ... provided by him for the execution of ... work are unsound, or of a quality inferior ... to that contracted for, or are otherwi... not in accordance with the contract, it shall ... be lawful for the Engineer-in-charge ... intimate this fact in writing to the contrac... tor and then not with standing the ... that the work materials or articles com... plained of may have been inadverte... passed, certified and paid for, the con... tractor shall be bound forthwith to re... or remove and reconstruct the work so ... specified in whole or in part, as the ... as may require, or if so required, shall re... move the materials or articles so spe... and provide other proper and suitable ... materials articles at his own proper c... cost; and in the event of his failing ... to do so within a period to be specif... by the Engineer-in-charge in the writing ... intimation aforesaid the contractor sh... be liable to pay compensation at the rate ... of one percent. On the amount of th... estimate for every day not exceeding ten ... days, during which the failure so con... ues, and in the case of any such failure ... the Engineer-in-charge may rectify or remove, and re-execute the work or re... move and replace the materials or arti... as complained of as the case may be at the ... risk and expense in all respect of the contractor. Should the Engineer-in-charge con... sider 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.

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Clause 18.—All works under or in cou[illegible] of execution executed in pursuance of the contract shall at all times be open to [illegible] the inspection and supervision of the Engineer-in-charge and his subordinates, a[illegible] the contractor shall at times during the usual working hours, and at all other t[illegible]s at which reasonable notice of the intention of the Engineer-in-charge or his su[illegible]ordinate to visit the work shall have given to the contractor, either himself be pr[illegible]ent to receive orders instruction, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors's duly autho[illegible]ed agent shall be considered to have the same force an effect as if they had been [illegible]ven to the contractor himself.

Works to be open to inspection.

Contractor [illegible] responsible agent [illegible]

Clause 19.—The contractor shall give n[illegible]ess than five days notice in writing to the Engineer-in-charge of his subordinat[illegible]-charge of the work before covering up or otherwise placing beyond the reach [illegible] measurement any work in order that the same may be measured and correct dim[illegible]ions thereof taken before the same is so covered up or place beyond the reach [illegible]easurement, and shall not cover up or place beyond the reach of measurement an[illegible] work without the consent in writing of the Engineer-in-charge or his subordina[illegible]-in-charge of the work; and if any work shall be covered up or placed beyon[illegible] the reach of measurement without such notice having been given to consent ob[illegible]ed, the same shall be uncovered at the contractor's expense, and in default th[illegible] of no payment or allowance shall be made for such work, or for the materia[illegible] with which the same was executed.

Notice to be given before [illegible] covered up.

Clause 20.—If the contractor or his wor[illegible]en, or servants shall break, deface, injure, or destroy any part of a building in wh[illegible]h they may be working or any building, road fence, enclosure or grass land or [illegible]ltivated ground continuous to the premises on which the work or any part there[illegible] is being executed, or if any damage shall be done to the work, while it is in pr[illegible]ess from any cause whatever or if any imperfections become apparent in it wi[illegible]n three months of the grant of a certificate of completion, final or otherwise, [illegible]y the Engineer-in-charge, the contractor shall make good the same at this own [illegible]xpense, or in default the Engineer-in-charge may cause the same to be made goo[illegible] by other workmen, and deduct the expenses of (which the certificate of Enginee[illegible]-in-charge shall be final) from any sums that may then be due or may thereafte[illegible] become due to the contractor, or from his security deposits or the proceeds of [illegible]e thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for [illegible] after certificate.

Clause 21.—The contractor shall supply [illegible] his own cost all material (except such special material, if any, as may in accor[illegible]nce with the contract, be supplied from the P.W.D. Stores), plant, tools, appli[illegible]ces, implements, ladders, cordage tackle, scaffolding and temporary work requ[illegible]e or proper for the execution of the work, whether in the original, altered, or s[illegible]ituted from, and whether included in the specification, or other documents, f[illegible]ing part of the contract of referred to in these conditions or not, and which [illegible] be necessary for the purpose of satisfying or complying with the requirements [illegible] the Engineer-in-charge as to any matter as to which under these conditions he [illegible] entitled to be satisfied, or which he is entitled to require together with the ear[illegible] therefore to and from the work. The contractor shall also supply without cha[illegible] the requisite number of persons with the means and materials necessary for th[illegible] purpose of setting out works, and counting, weighting and assisting in the meas[illegible]ment or examination at any time and from time to time of the work or the ma[illegible]ials. Failing this the same may be provided by the Engineer-in-charge at the ex[illegible]nse of the contractor and the expenses may be deducted from any money d[illegible] to the contractor under the contract, or from his security deposit or the proce[illegible] of sale thereof, or of a sufficient portion thereof. The contractor shall provide [illegible] necessary fencing and lights required to protect the public from accident, a[illegible] shall also be bound to bear the expenses of defence of every suit, action or o[illegible]r legal proceedings, that may be brought by any person for injury sustained [illegible]ng to neglect of the above precautions, and to pay any damages and costs w[illegible]h may be awarded in any such suit action or proceedings to any such perso[illegible] or which may with the consent of the contractor be paid for compromising a[illegible]y claim by any [illegible] person.

Contractor to supply plant, ladders scaffoldings, etc.

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

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.

Measures for prevention of fire.

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

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

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

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge 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 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.

Employment of female labour.

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

Work on Fridays.

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 commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage 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 anyu 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 be notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 2 thereof and in addition the contract or shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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.

Changes in the constitution of firm to be Notified

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.

Work to be under direction of Superintending Engineer.

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

EXECUTIVE ENGINEER
[illegible] DIVISION
[illegible]

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

Decision of Superintending Engineer to be final.

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

Means of Engineer or American manufacture in the contract from Government.

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

Compensation in contracts.

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

Action where no specification.

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

Definition of work.

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

Contractors' percentage when deducted to net or gross amount of bill.

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

Refund of quarry fees and royalties.

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

Compensation under the Workmen's Compensation Act.

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.

Claim for quantities entered in the tender or estimate.

Contractor

EXECUTIVE ENGINEER
DISTRICT OFFICER
UNERROT

Employment of factories' labour.

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

Claim for Compensation for delay in starting the work.

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

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or excavations. The rate are inclusive for water standing in borrow pits or cracked soil, excavation in mud, soft soil water or unless otherwise expressly specified. pits and no claim for an extra rate shall be entertained,

Carrying out of [illegible] any portion of work.

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

Minimum age of persons employment of children or other persons.

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 breaches of sores or thin flaps. The watching must be at least three inches wide and sufficient to cope (*Wawar*).

(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 employed and working which does not satisfy these conditions and no responsibility shall attach to Government for any delay caused in the completion of the work by such removal.

Pakistan Timber to be used.

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

Certificate for Concessionary freight charges from Railway.

Clause 45.—If any materials such as stones metal kafi, sand etc. required to be conveyed by rail, the contractors will be granted certificates by the Executive 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 railways. 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.

Procedure of acceptance of tenders when tenders rates are same.

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 carrying of materials by vehicles having pneumatic tyres.

Recovery of sums from Contractor as arrears Land Revenue.

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

Partnership of M.L.As forbidden.

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 any member of Legislative Assembly is a partner in the contract.

Payment of sales tax.

Clause 49.—I/We [illegible] 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.

Interest or share Government Servant in the work.

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

EXECUTIVE ENGINEER
IRRIGATION DIVISION
GHARO
Public Services Departmen

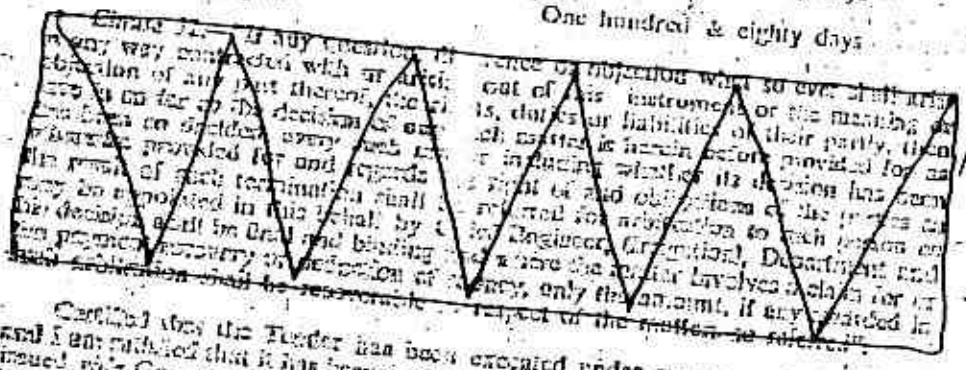
Balance carried

Clause 31.—Where the authority competent to accept a tender is any of the following authorities the contractor will not be entitled to withdraw or apply for the return of the earnest money before expiry of the period mentioned below against such authority commencing from the date of opening of the tender.

When the sanctioning authority for the tender is:—

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

~~*Clause 32.*—If any question, difference or objection what so ever shall arise in any way connected with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of their party, then [illegible] in so far as the decision of any such matter is herein before provided for as [illegible] been so decided every such [illegible] including whether its decision has been [illegible] provided for and regards [illegible] right of said objections of the parties [illegible] the result of such termination shall [illegible] referred for arbitration to such person [illegible] may be appointed in this behalf by [illegible] Engineer, Irrigation, Department and [illegible] decision shall be final and binding [illegible] where the matter involves a claim for or [illegible] payment, recovery or deduction of money, only the amount, if any, awarded in [illegible] arbitration shall be recoverable [illegible] respect of the matter so referred.~~



Delete By Govt. of Sindh

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 with Government P.W.D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

(H.M. KHAN SIYAL)
Divisional Accountant
DIVISIONAL ACCOUNTS OFFICER
EDUCATION WORKS DIVISION
UMERKOT

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

Contractor

Executive Engineer.

DIVISIONAL ENGINEER
EDUCATION WORKS DIVISION
UMERKOT
Works Department
UMERKOT.

SCHEDULE [illegible]

[illegible]

Particulars.	Rate [illegible]			Time of delivery.
	Units.	Rs.	Poles.	

Attached

cp

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

(Signature of Contractor).

(Signature [illegible])

[illegible]

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.	Paise			

Attached

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 column as in the Schedule should be filled in [illegible] the total of the entries in the last column should be struck by the contractor under his signature.

Note 3—Estimated include clearance of site (prior to commencement of Work and at its close) to all requests and hold good work under all conditions, fine moisture, weather, etc.

(Signature of Contractor)

(Signature of Contractor)

EXECUTIVE ENGINEER
[illegible]
[illegible]
Work [illegible] Services Department
[illegible]

Note—To be continued on additional sheets if found

Name of WORK:- Construction of road from Sumaro Umerkot (Mangsi) road to village Hashim Kotan ofo + of 50 (0.40 kms) Schema Proposed by Nawab Mahboob Talpur MNA NA-228 (Improvd under P.M

G.Rs. W.P.D., Nos. 1918 of 6-4-33, 1461 of 6-4-36, 1638- W of 27-9-37, O.C.M.P. and M. Deptt. No. 3613-P/37 of 9-11-37 (P.W.D.) No. 2-173, 2-W of 23-2-39 12-10-44 and 2-3-44, 654-W of 23-2-39 12-10-44 and 2-3-44, 65-W 1028/11-1 of 28-1-49, 3641-W2 of 12-12-50

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract

Name of Agency:- M. Kanji & Sh Kumar & Co

General Rules and Direction for the Guidance of Contractors

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

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

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

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

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

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

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

Contractor

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT.

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 tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

In figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sind, (thereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at* percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions given in writing in pursuance of the tender and 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.

Memorandum

(a) General description. ——→ village Hubim Kahasi

(b) Estimated cost. ——→ Rs. 3.115(m).

(c) Earnest money. ——→ Rs. 0.062 (m)

(d) Security deposit—(including earnest money). ——→ Rs. 0.15575 (m)

(e) Percentage, if any, to be deducted from bills ——→ Rs. 0.28035 (m)
(Rupees) per cent.

(f) Time allowed for the work from date of written order to commence. (06) Months

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

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of para 515 and 521 of the P.W.D. Manual.

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

(e) The percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirement, of the case, where security deposit is taken. See note 6 of Clause 3 of condition of contracts.

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

Signature of Contractor

DISTRICT OFFICER
Education Works
Works & Services Organization
HYDERABAD.

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

Receipt No. 1453 dated 3/11/12 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 not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid or [(b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions].

*Amount to be specified in words and figures

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

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

Dated the day of 19

(Witness) ††

(Address)

(Occupation)

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

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

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT.
Executive Engineer,
Division (or his duly authorised Assistant).

Signature of the officer by whom accepted.

Dated the day of 19

Conditions of Contract

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

Contractor

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

Compensation for delay.

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

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

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

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due deligence (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:

¼th of the work in ¼th of the time.

½ of the work in ½ of the time.

¾th of the work in ¾th of the time.

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

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

Action when whole of security deposit is forfeited.

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

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

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

Contractor

EXECUTIVE ENGINEER
DISTRICT EDUCATION DIVISION
UMERKOT
Works Dept.
UMERKOT

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

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

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

Contractor remainable to pay compensation if action not taken under clauses 3and4.

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 exerciseable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exerciseable 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 authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor ng 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.

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

Selection 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 of asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

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

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

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

Place certificate

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

Removal of Bundhis

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

Payments on intermediate certificates to be regarded as advances.

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

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

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

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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 counter-signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

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

Bills to be on Printed forms.

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

Store supplied by Government.

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

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

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid 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 the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the

Alterations in Specifications and designs not to invalidate Contracts.

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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 oder 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 regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of Superintending Engineer of the circle will be finall. In case the contractor is still not satisfied with the decision he may bring the matter for arbitration in accordance with the procedure laid down in clause—52.

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

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out at all or carried out 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, drawing, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for such materials at the rate determined by the Engineer-in-charge provided they are not in excess of requirements and are of approved quality.

Time limit for unforeseen claims.

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

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality interior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work materials or articles complained of may have been inadvertantly passed, certified and paid for, the contrator 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 if so required, shall remove the materials or articles so specified and provide other proper and suitable materials articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-executed the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection.

Contractor or responsible agent to be [illegible]

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge of his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials 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 or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any demage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor 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 from, and whether included in the specification, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carrage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The controctor 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 a 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.

Contractor to supply plant, ladders scaffoldings, etc.

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

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.

Measures for permention of fire.

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

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

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

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyound the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge 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 thermanner prescribed in clause 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.

Employment of female labour.

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

Work on Fridays.

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 cdntractor shall assign or sublet his contract or attempt so to do, or become insolvent or commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce then for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage precuniary 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 anyu way directly or indirectly interested in the contract or if the contractor does not keep accounts or fail to produce them as aforesaid the Engineer-in-charge may be notice in writing rescined the contract. In the event of a contract being rescinded the securit. deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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.

Changes in the constitution of firm to be Notified

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.

Work to be under direction of Superintending Engineer.

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

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Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings, and instructions 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 the thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concening the works, or the execution or failure to expectute the same whether arising during the progress of the work or after the completion or abandonment thereof. Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract is shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores esaid. 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 parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause. Lumpsums in estimates.

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

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

Clause 35.—The percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock ...ed. Contractors percentage where applied to net or gross amounts of bill

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

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

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. Claim for quantities entered in the tender or estimate

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Employment of famine-stricken labour.

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

Claim for Compensation for delay in starting the work.

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

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water stading in borrow pits or compartments. The rate are inclusive for hard or cracked soil, excavation mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work.

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

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

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

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

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

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

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

Pakistan Timber to be used.

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

Certificate for Concessionary freight Charges from Railway.

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.

Procedure of acceptance of tenders when tenders rates are same.

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 carthing of materials by vehicles having pneumatic tyres.

Recovery of dues from Contractor as arrears Land Revenue.

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

Partnership of M.L.A.S forbidden.

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.

Payment of sales tax.

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

Interest or share Government Servant in the work.

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

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

When the sanctioning authority for the tender is:—

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

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

Delete by G.O. Sindh.

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

Divisional Accountant.

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

Contractor

Executive Engineer.

EXECUTIVE ENGINEER
EDUCATION BUILDING DIVISION
Works & Services Department
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SCHEDULE A

SCHEDULE SHOWING (APPROXIMATELY) THE MATERIAL TO BE SUPPLIED FROM THE PUBLIC WORKS STORES FOR WORKS CONTRACTED TO BE EXECUTED AND THE RATES AT WHICH THEY ARE TO BE CHARGED FOR.

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

Attached

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).

EXECUTIVE ENGINEER
(Signature)
Assistant Engineer

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

Attached.

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

Note 2—All the colum ns in the Schedule should be filled in, in ink and the total of the entries in the last column should be st uck 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 build good wo rk under all conditions, Site moisture, Weather, etc.

(Signature of Contractor)

EXECUTIVE ENGINEER
EDUCATIONAL BUILDINGS DIVISION
WORKS & SERVICES DEPTT.

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

(M.m.)

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 actual quantities
			In figures	In words		
			Rs. Paise.			

Attached.

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

Note 2—All the colum as 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)

(Signature of Executive Engineer)
EDUCATIONAL WORKS DIVISION

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

(M.M.)

Name of Work → [illegible] (Kamel Mangrio road) to village Manzoor Palli mile 0/6-0/2 330 (0.50 Kms) Schemes Proposed by Nawab M. Yousuf Talpur MNA-NA-228 Umerkot under Prime Minister Directives 2012-13 Program

G.Rs., W.P.D., Nos. [illegible] of [illegible], [illegible] of [illegible], [illegible] and M. Depts. No. [illegible] of [illegible] (P.W.D.) [illegible] of [illegible] 12-10-44 and [illegible], [illegible] of [illegible] 12-10-44 and [illegible], [illegible] of [illegible]

FORM 3-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract

Name of Agency → M. Ghulam M. Samejo C/C

General Rules and Direction for the Guidance of Contractors

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

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

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

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

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

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

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

Contractor

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[illegible]
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Works & Services Department
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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 tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

*In figures as well as in words.†

I/We hereby tender for the execution, for the Governor of Sind, (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 given in writing in pursuance of the tender and in clause 12 of the annexed conditions of contract and agree that when the materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum Road Village Manzoor Kalhi

(a) General description. ——→

(b) Estimated cost. ——→ Rs. 3.115 (m)

(c) Earnest money. ——→ Rs. 00623 (m)

(d) Security deposit—(including earnest money) ——→ Rs. 0.15575 (m)

(e) Percentage, if any, to be deducted from bills ——→ Rs. 0.28035 (m)
(Rupees) per cent.

(f) Time allowed for the work from date of written order to commence. ——→ (8) Months

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

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

†(d) This deposit shall be in accordance with paras 313 and 313 A of the P.W.D. Manual.

†(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken. See note 6 (1) Clause 1 of conditions of contracts.

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

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IRRIGATION & POWER DIVISION
Works & Services Depot
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Should this tender be accepted I/we hereby [illegible] contract annexed hereto so far as the terms and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. 1451 dated 7/11/12 from Government Treasury or Sub-Treasury at in respect of the sum of Rs.

*Amount to be specified in words and figures

is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should I/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 deposit as aforesaid or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions.

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

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

Dated the day of 19

(Witness) ††

(Address) T.S.I. 3145860 Rupees Thirty one Only

(Occupation)

††Signature of witness to be before whom acceptance of tender, Execution of agreement or withdrawal of tender is to be witnessed.

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

Executive Engineer
EDUCATIONAL BUILDINGS DIVISION
UMERKOT.

Signature of the officer by whom accepted.

Division or his duly authorised Assistant.

Dated the day of 19

Conditions 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, from the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer (if deposited) for cash or Government securities endorsed to him (if deposited) for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract of depositing a lumpsum by way of security deposit as contemplated at (A) above, then such sum in such case, if the sum so deposited shall not amount to ..... per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit 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 deposit.

Contractor

EXECUTIVE ENGINEER
EDUCATIONAL BUILDINGS DIVISION
Works & Services Department
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Compensation for delay.

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

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

Note:—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent author[illegible], 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:

¼th of the work in ¼th of the time.

½ of the work in ½ of the time.

¾th of the work in ¾th of the time,

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

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

Action when whole of security deposit is forfeited.

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

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

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

EXECUTIVE ENGINEER
DISTRICT OFFICE
Education Divi[illegible]

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and give it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contractor 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 contract shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the 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 the Executive Engineer shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 days' notice in writing. The contractor will have no claim for 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 not withstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clause 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 authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

Power to take possession of or require removal of any [illegible] plant.

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

Satisfaction.

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

Contractor

EXECUTIVE ENGINEER
DISTRICT DIVISION
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Works & Service Department
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Where time has been exten[illegible] under this or any other clause of this agreement the date for completion of t[illegible] work shall be the date fixed by the order giving the extension or by the aggregate [illegible] all such orders, made under this agreement.

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

Flor certificate

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

[illegible] of Bundhis

Clause 7-A.—In the case of silt [illegible] arance and other excavation works of channels after the measurement are [illegible] ly recorded and checked by a competent authority the Contractor shall, on a [illegible] otice in writing being given by the Engineer-in-charge or his subordinate [illegible] d within the time specified in the notice, remove "Bundhis" and profile ridges [illegible] in the designed channel section. If the contractor makes default such work [illegible] be carried out departmentally in which case the amount spent on the removi[illegible] such "Bundhis" and profile ridges shall be deducted from any money due to t[illegible] contractor or from his Security Deposit. The time taken by the contractor in re[illegible] ving "Bundhis" and profile ridges shall not be counted towards the period sti[illegible] ated for the completion of the contract work.

[illegible] on Inter-[illegible] ificates to be advances.

Clause 8.—No payment shall be [illegible] de for any work, estimated to cost less than rupees five hundred till after the [illegible] hole of the work shall have been completed and a certificate of completion g[illegible] n. But in the case of works estimated to cost more than rupees five hundred, th[illegible] contractor shall on submitting bill therefore, as provided in Clause 10, be enti[illegible] l to receive payment proportionate to the part of the work then approved and [illegible] ssed by the Engineer-in-charge, whose certificate of such approval and passing [illegible] the sum so payable shall be final and conclusive against the contractor. All [illegible] h intermediate payments shall be regarded as payments by way of advance [illegible] ainst the final payment only and not as payments for work actually done an[illegible] ompleted, and shall not preclude the Engineer-in-charge from requiring any [illegible] d, unsound, imperfect or unskilful work to be removed or taken away and [illegible] -constructed, or re-erected, nor shall any such payment be considered as an a[illegible] ssion of the due performance of the contract or any part thereof in any respec[illegible] r the accuring of any claims; nor shall it conclude, determine, or affect in any o[illegible] way the powers of the Engineer-in-charge as to the final settlement and adju[illegible] ment of the accounts or otherwise, or in any way vary or effect the contract. [illegible] e final bill shall be submitted by the contractor within one month of the date [illegible] ted for the completion of the work, otherwise Engineer-in-charge's certificate [illegible] the measurements and of the total amount payable for the works shall be fin[illegible] and binding on all parties.

[illegible] reduced [illegible] of item [illegible] ned as [illegible] the [illegible] gineer

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

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EDUCATIONAL CONSTRUCTION DIVISION
Education Works
Works & Services Department

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

Bill to be submitted monthly.

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

Bills to be on Printed forms.

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

Store supplied by Government.

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

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

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid 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 the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the

Alterations in specifications and designs not to invalidate Contracts.

Gary
Contractor

DIVISION ENGINEER
DISTRICT OFFICER
[illegible]
Works & Services Department
UMEBKOT.

original contract work, and the ...rtificate of the 7 Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no ...e 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 ...e Division and if such last mentioned class of work is not entered in the sched...e of rates of the Division, then the contractor shall, within seven days of the da... of receipt by him of the oder to carry out the work inform the Engineer-in-Cha... of the rate which it is his intention to charge for such class of work, and if the ...gineer-in-charge is satisfied that the rate quoted is within the rate worked out by ...n on detailed rate analysis, then he shall allow him that rate, but if the Engineer ...-charge does not agree to this rate he shall by notice in writing be at liberty to ...ncel his order to carry out such class of work, and arrange to carry it out in suc... manner as he may consider advisable *Provided* always that if the contractor shall ...mmence work or incur any expenditure regard thereto before the rates shall ha... been determined as lastly hereinbefore mentioned, then in such case he shall ...y be entitled to be paid in respect of the work carried out for expenditure incur... by him prior to the date of the determination of the rate as aforesaid accordin... to such rate or rates as shall be fixed by the Engineer-in-charge. In the event ... a dispute, the decision of Superintending Engineer of the circle will be fin... In case the contractor is still not satisfied with the decision he may bring th... matter for arbitration in accordance with the procedure laid down in clause—...

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

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

Time limit for unforeseen claims.

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

Action and compensation payable in case of work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engi...r-in-charge or his subordinate-in-charge of the work, that any work has been ...uted with unsound, imperfect or unskilful workmanship or with materials of inf...ior quality, or that any materials or articles provided by him for the execution of ...e work are unsound, or of a quality interior to that contracted for, or are otherwi... not in accordance with the contract, it shall be lawful for the Engineer-in-charge ... intimate this fact in writing to the contractor and then not with standing the f... that the work materials or articles complained of may have been inadverta...ly passed, certified and paid for, the contractor shall be bound forthwith to re...y or removed and reconstruct the work so specified in whole or in part, as the ...e may require, or if so required, shall remove the materials or articles so spe...ed and provide other proper and suitable materials articles at his own proper c...ge and cost; and in the event of his failing to do so within a period to be speci...d by the Engineer-in-charge in the writing intimation aforesaid the contractor sh...l be liable to pay compensation at the rate of one percent. On the amount of th... estimate for every day not exceeding ten days, during which the failure so con...nues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-executed the work or remove and replace the materials or arti...es complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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Bill to be submitted monthly.

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

Bills to be on Printed forms.

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 the rates hereinafter provided for such work.

Stores supplied by Government.

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

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

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

Alterations & Specifications and decision not to be Validate Contracts.

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specification, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the conditions 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 the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the

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DISTRICT OFFICER
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original contract work, and the ...rtificate of the 7 Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no ...e 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 ...e Division and if such last mentioned class of work is not entered in the sched...e of rates of the Division, then the contractor shall, within seven days of the d... of receipt by him of the oder to carry out the work inform the Engineer-in-cha... of the rate which it is his intention to charge for such class of work, and if the ...gineer-in-charge is satisfied that the rate quoted is within the rate worked out by ...n on detailed rate analysis, then he shall allow him that rate, but if the Engineer ...-charge does not agree to this rate he shall by notice in writing be at liberty to ...ncel his order to carry out such class of work, and arrange to carry it out in suc... manner as he may consider advisable *Provided* always that if the contractor shall ...mence work or incur any expenditure regard thereto before the rates shall ha... been determined as lastly hereinbefore mentioned, then in such case he shall ...ly be entitled to be paid in respect of the work carried out for expenditure incur... by him prior to the date of the determination of the rate as aforesaid accordin... to such rate or rates as shall be fixed by the Engineer-in-charge. In the event ... a dispute, the decision of Superintending Engineer of the circle will be fin... In case the contractor is still not satisfied with the decision he may bring th... matter for arbitration in accordance with the procedure laid down in clause—...

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

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

Time limit for unforeseen claims.

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

Action and compensation payable in case of work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engi...r-in-charge or his subordinate-in-charge of the work, that any work has been ...uted with unsound, imperfect or unskilful workmanship or with materials of in...ior quality, or that any materials or articles provided by him for the execution of ... work are unsound, or of a quality interior to that contracted for, or are otherwi... not in accordance with the contract, it shall be lawful for the Engineer-in-charge ... intimate this fact in writing to the contractor and then not with standing the ... that the work materials or articles complained of may have been inadverta...ly passed, certified and paid for, the contractor shall be bound forthwith to re...fy or removed and reconstruct the work so specified in whole or in part, as the ...e may require, or if so required, shall remove the materials or articles so spe...ed and provide other proper and suitable materials articles at his own proper c...ge and cost, and in the event of his failing to do so within a period to be specif... by the Engineer-in-charge in the writing intimation aforesaid the contractor sh... be liable to pay compensation at the rate of one percent. On the amount of th... estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-executed the work or remove and replace the materials or arti...es complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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Works & Services Department
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Clause 18.—All works under or in com[illegible] of execution executed in pursuance of the contract shall at all times be open to [illegible] inspection and supervision of the Engineer-in-charge and his subordinates, a[illegible] the contractor shall at times during the usual working hours, and at all other t[illegible]s at which reasonable notice of the intention of the Engineer-in-charge or his s[illegible]ordinate to visit the work shall have given to the contractor, either himself be p[illegible]ent to receive orders instruction, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors's duly autho[illegible]ed agent shall be considered to have the same force an effect as if they had been [illegible]ven to the contractor himself.

Works to be open to inspection.

Contractor or [illegible] ble agent [illegible]

Clause 19.—The contractor shall give no[illegible]ess than five days notice in writing to the Engineer-in-charge of his subordinat[illegible]-charge of the work before covering up or otherwise placing beyond the reach [illegible] measurement any work in order that the same may be measured and correct dim[illegible]sions thereof taken before the same is so covered up or place beyond the reach [illegible]easurement, and shall not cover up or place beyond the reach of measurement a[illegible] work without the consent in writing of the Engineer-in-charge or his subordina[illegible]-in-charge of the work; and if any work shall be covered up or placed beyon[illegible] the reach of measurement without such notice having been given to consent ob[illegible]ned, the same shall be uncovered at the contractor's expense, and in default th[illegible]of no payment or allowance shall be made for such work, or for the materia[illegible] with which the same was executed.

Notice to be given before [illegible] covered up.

Clause 20.—If the contractor or his work[illegible]en, or servants shall break, deface, injure, or destroy any part of a building in wh[illegible]ch they may be working or any building, road fence, enclosure or grass land or [illegible]ltivated ground continuous to the premises on which the work or any part there[illegible] is being executed, or if any demage shall be done to the work, while it is in pro[illegible]ess from any cause whatever or if any imperfections become apparent in it wi[illegible]n three months of the grant of a certificate of completion, final or otherwise, [illegible]y the Engineer-in-charge, the contractor shall make good the same at this own [illegible]xpense, or in default the Engineer-in-charge may cause the same to be made goo[illegible] by other workmen, and deduct the expenses of (which the certificate of Enginee[illegible]-in-charge shall be final) from any sums that may then be due or may thereafte[illegible] become due to the contractor, or from his security deposits or the proceeds of [illegible]e thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for [illegible] after certificate.

Clause 21.—The contractor shall supply a[illegible] his own cost all material (except such special material, if any, as may in accor[illegible]nce with the contract, be supplied from the P.W.D. Stores), plant, tools, appli[illegible]ces, implements, ladders, cordage tackle, scaffolding and temporary work requ[illegible]e or proper for the execution of the work, whether in the original, altered, or s[illegible]stituted from, and whether included in the specification, or other documents, fo[illegible]ing part of the contract of referred to in these conditions or not, and which [illegible] be necessary for the purpose of satisfying or complying with the requirements [illegible] the Engineer-in-charge as to any matter as to which under these conditions he [illegible] entitled to be satisfied, or which he is entitled to require together with the ca[illegible] therefore to and from the work. The contractor shall also supply without cha[illegible] the requisite number of persons with the means and materials necessary for th[illegible] purpose of setting out works, and counting, weighting and assisting in the meas[illegible]ment or examination at any time and from time to time of the work or the ma[illegible]ials. Failing this the same may be provided by the Engineer-in-charge at the ex[illegible]nse of the contractor and the expenses may be deducted from any money d[illegible] to the contractor under the contract, or from his security deposit or the proce[illegible] of sale thereof, or of a sufficient portion thereof. The contractor shall provide [illegible] necessary fencing and lights required to protect the public from accident, a[illegible] shall also be bound to bear the expenses of defence of every suit, action or o[illegible]er legal proceedings, that may be brought by any person for injury sustained [illegible]ng to neglect of the above precautions, and to pay any damages and costs w[illegible]h may be awarded in any such suit action or proceedings to any such perso[illegible] or which may with the consent of the contractor be paid for compromising a[illegible]y claim by any [illegible] person.

Contractor to supply plant, ladders scaffoldings, etc.

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

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

Mentioned for permission

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Contractor

DISTRICT OF DIVISION
UNIVERSITY
Costs & Services Department
UNIVERSITY

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

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

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

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour, whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge 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 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.

Employment of female labour.

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

Work on Fridays.

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 commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing, rescind the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage 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 anyway 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 be notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 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.

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

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

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.

Changes in the constitution of firm to be Notified.

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.

Work to be under direction of Superintending Engineer.

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

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ENGINEERING DIVISION
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Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings, and instructions 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 the thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to expectate the same whether arising during the progress of the work or after the completion or abandonment thereof. Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in Form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract is shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid. Means of Government 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 parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause. Lump sums in estimate.

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

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

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

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

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

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. Claim for quantities entered in the tender or estimate.

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DETROIT.

Employment of famine-relief labour.

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

Claim for Compensation for delay in starting the work.

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

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rate are inclusive for [illegible] of water standing in borrow pits or cracked soil, excavation mud, sub-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work.

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

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

Clause 43.—(i) No contractor shall employ any person who is under the age of 17 years.

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

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

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

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

Pakistan Timber to be used.

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

Certificate for Concessionary Freight Charges from Railway.

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.

Procedure of acceptance of tenders when tender rates are same.

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 carrying of materials by vehicles having pneumatic tyres.

Recovery of dues from Contractor as arrears Land Revenue.

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

Partnership of M.L.A.S forbidden.

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.

Payment of sales tax.

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

Interest or share Government Servant in the work.

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

EXECUTIVE ENGINEER
EDUCATION CONDIVISION
[illegible]
Works & Services Department

Clause 31.—Where the authority competent to accept a tender is any of the following authorities the contractor will be entitled to withdraw or apply for the return of the earnest money [illegible] expiry of the period mentioned below after such authority commences [illegible] from the date of opening of the tender.

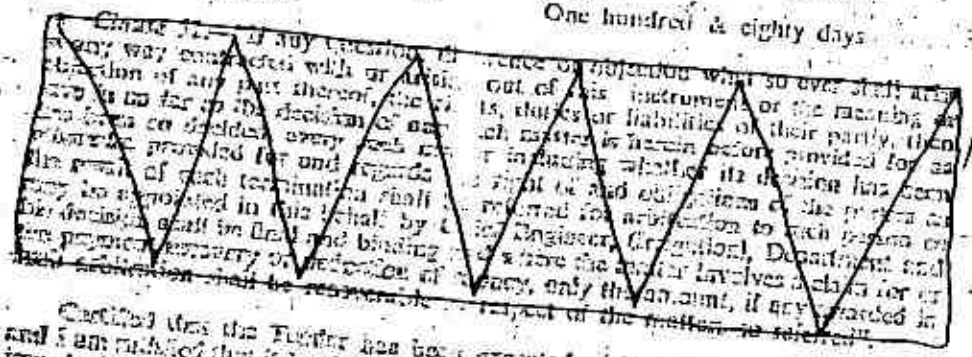
When the sanctioning authority for the tender is:—

Executive Engineer. — Thirty days

Superintending Engineer. — Sixty days

Chief Engineer. — Ninety days

Government. — One hundred & eighty days



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Certified that the Further 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.

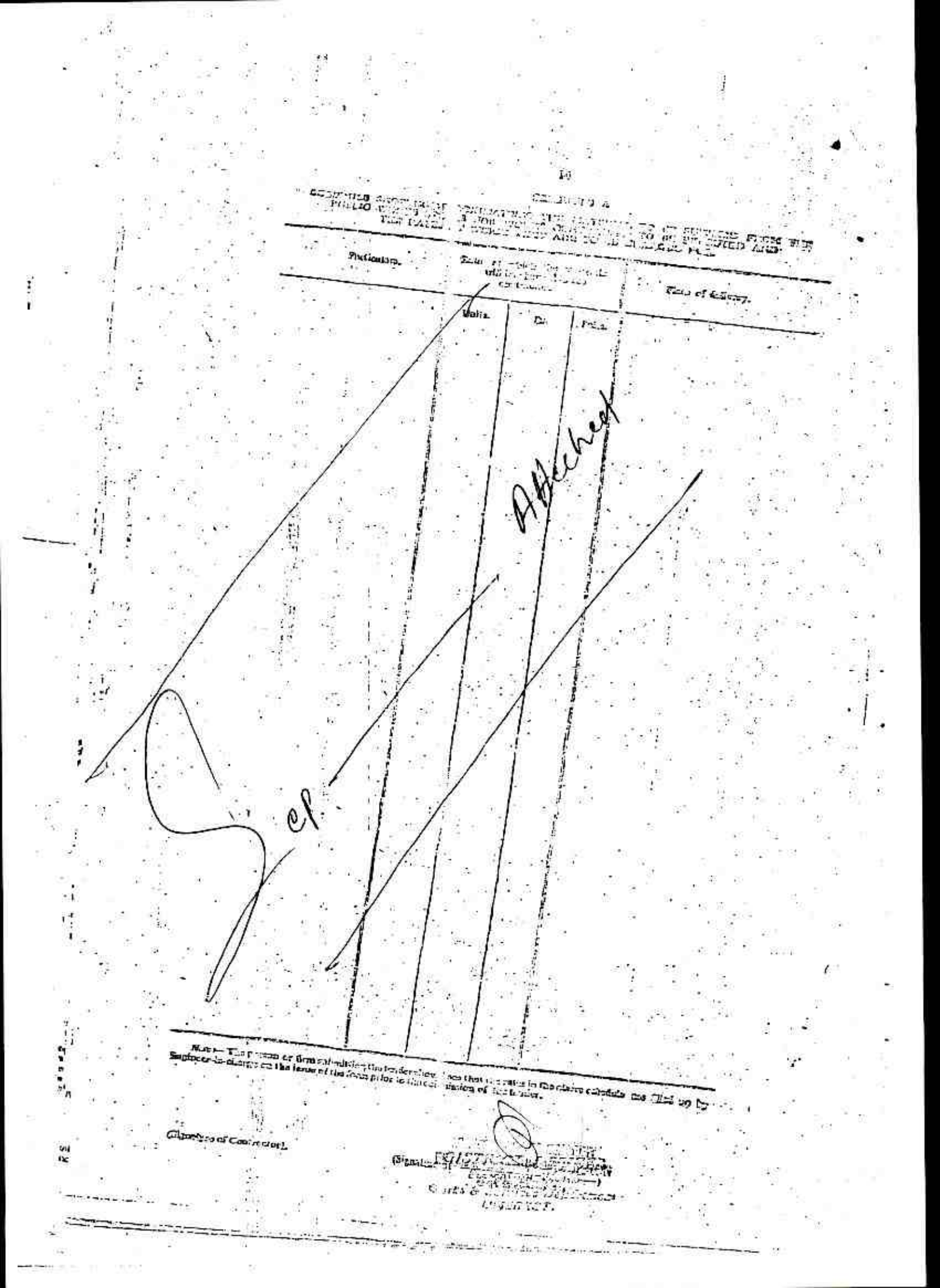
(N.M. KHAN SIYALI)
Divisional Accountant

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

Contractor

Executive Engineer.

EXECUTIVE ENGINEER
BUILDING SUB-DIVISION
Works & [illegible] Department
UMERKOT.



SCHEDULE A

[illegible]

Particulars.	Rate of [illegible]			Date of delivery.
	Units.	Dr.	Price.	

Attached

Sep

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

(Signature of Contractor).

(Signature [illegible])

[illegible]

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

Attached

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 rates as in the Schedule should be filled in, [illegible] 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 [illegible] good work under all conditions, Site moisture, [illegible] etc.

(Signature of Contractor)

(Signature)

EXECUTIVE ENGINEER
[illegible] DIVISION
UMERKOT.
Work [illegible] Services Department
UMERKOT.

Note—To be continued on additional sheets if found [illegible]

100

Name of Work → Asain Bandi road 13th Hiral to Village Abdul Ghafo Arsar mile 0-0/2 (0.40 kms) Scheme Proposed by Nawab Mohd Ishaq Talpur MPA. NA-228 Umerkot under P.M Directive 2012-13 Program.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract

Name of Agency → Mr. Pharas Kohi C/C

General Rules and Direction for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bi... It will also state whether refund of quarry fees, royalties octroi dues and ground rents will granted. Copies of the specifications, designs and drawings and ... mated 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 ... person holding a power-of-attorney authorizing him to do so.

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

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

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

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

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Public Works & Services Department
UMERKOT.

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 tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

In figures as well as in words.

I/We hereby tender for the execution for the Governor of Sind, (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 given in writing in pursuance of the tender as in clause 11 of the annexed conditions of contract and agree that when the materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

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

(a) General description. ——→ Road village Abdul Ghafoor Arisar

(b) Estimated cost. ——→ Rs. 2·720 (m)

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of para 311 and 316 of the P.W.D. Manual.

(c) Earnest money. ——→ Rs. 0·0544 (m)

(d) This deposit will be in accordance with paras 313 and 321 A of the P.W.D. Manual.

(d) Security deposit—(including earnest money) ——→ Rs. 0·136 (m)

(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 1 (Clause 1 of conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) per cent. ——→ Rs. 0·2448 (m)

(f) Give schedule with necessary drawings dated by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence. ——→ (6) Months

Contractor

EXECUTIVE ENGINEER
Irrigation Division
Works & Services Depart
UMERKOT.

Should this tender be accepted I/we hereby a[illegible] ict annexed hereto so far as the terms and provisions of the conditions of con[illegible] to Government the sums of applicable, and in default thereof to forfeit and p[illegible] money mentioned in the said conditions.

Receipt No. 2456 dated 2/11/12 from Government Treasury or *Amount to be stated in words and figures

Sub-Treasury at in respect of the sum of Rs.

is herewith forwarded representing the earnest mo[illegible]ey (a) the full value of which (Applicable only (a) if no cash security deposit is to be taken.
is to be absolutely forfeited to Government shou[illegible] not deposit the full amount
of security deposit specified in the above mem[illegible]anding, in accordance with
Clause 1 (a) of the said conditions, otherwise the [illegible]said sum of Rs. (Applicable only (b) if any cash security deposit is to be taken.
shall be retained by Government on account of [illegible]uch security deposit as aforesaid
said or (b) the full value of which shall be retai[illegible]d by Government on account
of the security deposit specified in clause 1 (b) [illegible] the conditions.

Dated the day of 19

(Witness) ††

(Address) T. S. B. 2728000 Rupees Twenty Eight Lakhs Twenty Thousand Only

(Occupation)

†† Signature shall be in full before acceptance of tender. Designation of officer to be mentioned.

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

Executive Engineer,
EDUCATIONAL BUILDINGS DIVISION
Division or his duly authorised Assistant). UMERKOT.

Signature of the officer by whom accepted.

Dated the day of 19

Conditions 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 (if deposited for cash or Government securities endorsed to the amount of the earnest money more than 12 months) a sum sufficient with the full security deposit specified in deposited by him with his tender to make up the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or deposit a lumpsum by way of security deposit as contemplated at (A) above, then in such case, if the sum so deposited shall not amount to, ... per cent of the total estimated cost of the work, it shall be lawful for Government the time of making any payment to the contractor for work done under the contract to make up the full amount of.....per cent by deduction 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.

Contractor.

EXECUTIVE ENGINEER
EDUCATIONAL BUILDINGS DIVISION
Works & Services Department
UMERKOT.

Compensation for [illegible].

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

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

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

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with 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:

¼th of the work in ¼th of the time.

½ of the work in ½ of the time.

¾th of the work in ¾th of the time.

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

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

Action when whole of security deposit is forfeited.

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

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

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

EXECUTIVE ENGINEER
DISTRICT OFFICE
EDUCATION DIVISION
Education Wing

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

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

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

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

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in 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 of any expense of and such sale shall be final and conclusive against the contractor.

Power to take possession of or remove unused materials, etc., from site of work and sell the same.

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

Extension of time.

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

Contractor

EXECUTIVE ENGINEER
DISTRICT DIVISION
Public Health
Works & Service Department
UMERKOT.

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

When time has extended as [illegible] oresaid, it shall continue to be the essence of the contract and all clauses of th[illegible] contract shall continue to be operative during the extended period.

Plan certificate

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

[illegible] of Bundhis

Clause 7-A.—In the case of sill [illegible] arance and other excavation works of channels after the measurement are [illegible] y recorded and checked by a competent authority the Contractor shall, on [illegible] otice in writing being given by the Engineer-in-charge or his subordinate [illegible] d within the time specified in the notice, remove "Bundhis" and profile ridges [illegible] in the designed channel section. If the contractor makes default such work [illegible] be carried out departmentally in which case the amount spent on the removi[illegible] such "Bundhis" and profile ridges shall be deducted from any money due to t[illegible] contractor or from his Security Deposit. The time taken by the contractor in re[illegible] ving "Bundhis" and profile ridges shall not be counted towards the period stip[illegible] ted for the completion of the contract work.

[illegible] on Inter-[illegible] tificates to be advances.

Clause 8.—No payment shall be [illegible] de for any work, estimated to cost less than rupees five hundred till after the [illegible] hole of the work shall have been completed and a certificate of completion [illegible] n. But in the case of works estimated to cost more than rupees five hundred, th[illegible] contractor shall on submitting bill therefore, as provided in Clause 10, be enti[illegible] l to receive payment proportionate to the part of the work then approved and [illegible] ssed by the Engineer-in-charge, whose certificate of such approval and pa[illegible] the sum so payable shall be final and conclusive against the contractor. All [illegible] h intermediate payments shall be regarded as payments by way of advance [illegible] ainst the final payment only and not as payments for work actually done an[illegible] completed, and shall not preclude the Engineer-in-charge from requiring any [illegible] d, unsound, imperfect or unskilful work to be removed or taken away and [illegible] -constructed, or re-erected, nor shall any such payment be considered as an a[illegible] ssion of the due performance of the contract or any part thereof in any respect [illegible] r the accuring of any claims; nor shall it conclude, determine, or affect in any [illegible] way the powers of the Engineer-in-charge as to the final settlement and adju[illegible] ment of the accounts or otherwise, or in any way vary or effect the contract. [illegible] e final bill shall be submitted by the contractor within one month of the date [illegible] ed for the completion of the work, otherwise Engineer-in-charge's certificate [illegible] the measurements and of the total amount payable for the works shall be fin[illegible] and binding on all parties.

[illegible] reduced of item [illegible] ted as [illegible] the [illegible] gineer

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

[illegible] ENGINEER
EDUCATIONAL [illegible] DIVISION
[illegible]
UTTERKOT
Works & Services [illegible]

Bill to be submitted monthly.

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

Bills to be on Printed forms.

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 the rates specified in the tender or in the case of any extra work ordered in mittance of these conditions, and not mentioned or provided for in the tender the rates hereinafter provided for such work.

Stores supplied by Government.

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

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

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

Alterations in Specifications and design not to invalidate Contracts.

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the rates 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 the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the

DIVISIONAL ENGINEER
DISTRICT OFFICER
EXECUTIVE ENGINEER,
Works & Services Department
UMERKOT.

Contractor

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 ... 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 sched... of rates of the Division, then the contractor shall, within seven days of the d... of receipt by him of the order to carry out the work inform the Engineer-in-Cha... of the rate which it is his intention to charge for such class of work, and if the ... gineer-in-charge is satisfied that the rate quoted is within the rate worked out by ... on detailed rate analysis, then he shall allow him that rate, but if the Engineer ...-charge does not agree to this rate he shall by notice in writing be at liberty to ... fuse his order to carry out such class of work, and arrange to carry it out in suc... manner as he may consider advisable *Provided* always that if the contractor shall ... commence work or incur any expenditure regard thereto before the rates shall ha... been determined as lastly hereinbefore men- tioned, then in such case he shall ... be entitled to be paid in respect of the work carried out for expenditure incurr... by him prior to the date of the determination of the rate as aforesaid accordi... to such rate or rates as shall be fixed by the Engineer-in-charge. In the event ... a dispute, the decision of Superintending Engineer of the circle will be fi... In case the contractor is still not satisfied with the decision he may bring it ... matter for arbitration in accordance with the procedure laid down in clause—.

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

Clause 15.—If at any time af... the execution of the contract documents the Engineer-in-charge shall for any r... on whatsoever not require the whole or any part of the work as specified in th... order to be carried out at all or carried out by the contractor, he shall give noti... in writing of the fact to the contractor, who shall thereupon have no claim to ... payment or compensation whatsoever on account of any profit or advantage ... which he might have derived from the execu- tion of the work in full but which ... could not so derive in consequence of the full amount of the work not having be... 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 curtail- ment of the work as originally con... templated. Where materials have already been collected at site of the work before ... receipt of the said notice to stop or curtail the work, the contractor shall be p... paid for such materials at the rate determined by the Engineer-in-charge provided ... they are not in excess of requirements and are of approved quality.

Time limit for unforeseen claims.

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

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, improper or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality 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 ... that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to remove or remove and reconstruct the work so specified in whole or in part, as the ... may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials articles at his own proper cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and reconstruct the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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EXECUTIVE ENGINEER
CONSTRUCTION DIVISION
UMERKOT.

Works to be open to inspection.

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

Contractor or his agent to be present to receive orders.

Notice to be given before work is covered up.

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

Contractor liable for damage etc., and to be indemnified from money due to him.

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

Contractor to supply plant, ladders scaffoldings, etc.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary work required or proper for the execution of the work, whether in the original, altered, or substituted from, and whether including in the specification, or other documents, 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 matter as to which under these conditions he is entitled to require, together with the entitled to be satisfied, or which The contractor shall also supply without charge therefore to and from the work. with the means and materials necessary for the the requisite number of persons counting, weighing and assisting in the measurement for the purpose of setting out works, and and from time to time of the work or the materials provided by the Engineer-in-charge at 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.

Contd. in the damages arising from non-provision of lights fencing 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.

EXECUTIVE ENGINEER
DISTRICT DIVISION
Buildings
Roads & Services Department
UNDRUT

CONTRACTOR

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

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

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

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge 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 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 [illegible] 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 soldier's barracks should be avoided as possible.

Work on Fridays.

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 commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage 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 anyu 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 be notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 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.

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

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

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.

Changes in the constitution of firm to be Notified

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.

Work to be under direction of Superintending Engineer.

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

EXECUTIVE ENGINEER
[illegible] DIVISION
UNCHAST

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

The view of Superintending Engineer to be final.

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

Means of Government or Authorised [illegible] to be [illegible] from Government.

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

Lump sums in estimate.

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

Action where no specification.

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

Definition of work.

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

Contractor's percentage when deducted to the gross amount of bill.

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

Refund of quarry fees and royalties.

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

Compensation under the workmen's Compensation Act.

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.

Claim for quantities entered in the tender or estimate.

Contractor

EXECUTIVE ENGINEER
[illegible] DIVISION
DIVERNOT,

Employment of famine-relief labour.

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

Claim for Compensation for delay in starting the work.

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

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rate are inclusive for [illegible] of water standing in borrow pits or crushed soil, excavation mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work.

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

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

Clause 43.—(i) No contractor shall employ any person who is under the age of 15 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin tape. 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 [illegible] and working which does not satisfy these conditions and no responsibility shall be accepted by Government for any delay caused in the completion of the work by such removal.

Pakistan Timber to be used.

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

Certificate for Concessionary Freight Charges from Railway.

Clause 45.—If any material, 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.

Procedure of acceptance of tendery when tenders rates are same.

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 carrying of materials by vehicles having pneumatic tyres.

Recovery of dues from Contractor as arrears Land Revenue.

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

Partnership of M.L.A.S forbidden.

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.

Payment of sales tax.

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

Interest or share Government Servant in the work.

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

EXECUTIVE ENGINEER
[illegible] DIVISION
[illegible]
Works & Services Department

Clause 31.—Where the authority competent to accept a tender is any of the following authorities the contractor will not be entitled to withdraw or apply for the return of the earnest money before expiry of the period mentioned below against such authority commencing from the date of opening of the tender.

When the accepting authority for the tender is:—

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

~~*Clause 32.*—If any question, difference or objection when so ever shall arise in any way connected with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of their party, then save in so far as the decision of any such matter is herein before provided for as [illegible] as decided every such matter [illegible] in finding whether its decision has been [illegible] provided for and regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by the Chief Engineer, (Irrigation), Department and the decision shall be final and binding [illegible] where the tender 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.~~

Delete By Govt. of Sindh

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 with Government P.W.D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATIONAL WORKS DIVISION
UMERKOT

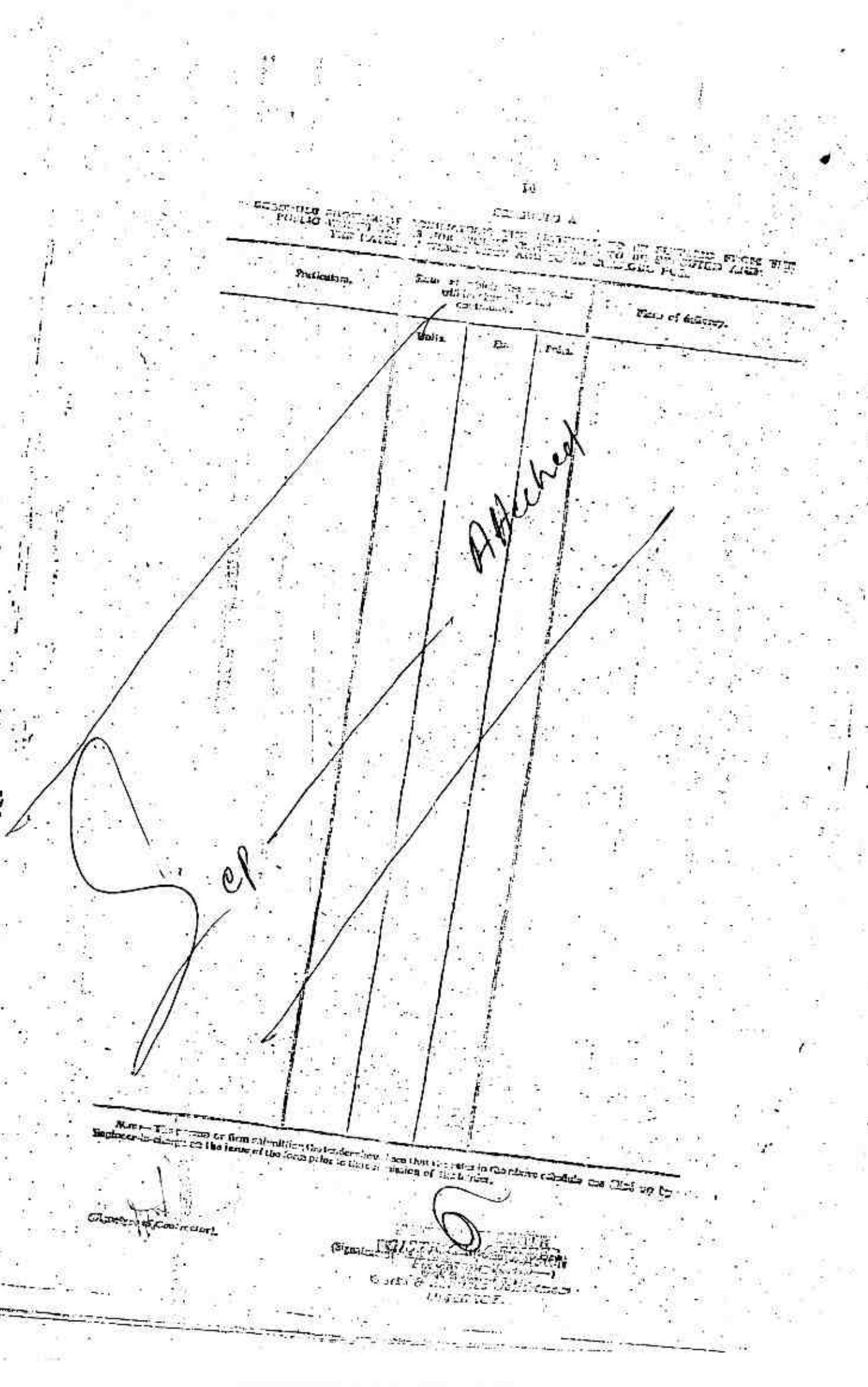
Divisional Accountant.

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

Contractor

Executive Engineer.

EXECUTIVE ENGINEER
EDUCATIONAL WORKS DIVISION
UMERKOT
Works Department
UMERKOT.


Attached

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Item No.	Quantities [illegible] but may be more or less.	Item of work	Tenders [illegible]			Unit	Total amount [illegible] to [illegible] quantities
			In figures		In words		
			Rs.	Pies			

Attached

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 column as in the Schedule should be filled in, [illegible] the total of the entries in the last column should be struck by the contractor under his signature.

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

(Signature of Contractor) (Signature)

EXECUTIVE ENGINEER
[illegible]
UMEROT.

Note—To be continued on additional sheets if found [illegible]

Name of Work ⟶ road to village Chango Palli Tehsil Lo-1/2+165 Co[illegible] kms) Schemes Proposed by Nawab M. Yasin Talpur MNA. NA-226 Umerkot under Prime Ministe[illegible] Directives of PPIBP Program

Office, W.C.D., No. [illegible] of [illegible] dated [illegible] and No. [illegible] of [illegible] (P.W.D.) No. [illegible] of [illegible] and [illegible] of [illegible] dated [illegible] and [illegible] of [illegible]

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract

Name of Agency ⟶ Haji M. Iqbal Memon C/C

General Rules and Direction for the Guidance of Contractors

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

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his byehalf 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 shewing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the enveloped.

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

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

Haji M. Iqbal
Contractor

EXECUTIVE ENGINEER
[illegible]
Works & Services Department
UMERKOT

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 tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

*In figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sind, (therein-before and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at* percent below/above the estimated rates entered in Schedule "B" (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions given in writing in pursuance of the tender and 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.

Memorandum

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

(a) General description. → Road village Chango Palli

(b) Estimated cost. → Rs. 3.110 (m)

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

(c) Earnest money. → Rs. 0.0622 (m)

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

(d) Security deposit—(including earnest money). → Rs. 0.1555 (m)

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirement of the case, where security deposit is taken. See note of Clause 8 of conditions of contracts.

(e) Percentage, if any, to be deducted from bills (Rupees) per cent. → Rs. 0.2799 (m)

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

(f) Time allowed for the work from date of written order to commence. → (6) Months

ictor

DISTRICT OFFICER
Works & Services Depart
UMERKOT.

Should this tender be accepted I/we hereby [illegible] annexed hereto so far as the terms and provisions of the conditions of con[illegible] to Government the sums of applicable, and in default thereof to forfeit and p[illegible] money mentioned in the said conditions.

Receipt No. 1452 dated 7/11/12 [illegible]m Government Treasury or Sub-Treasury at in respect of the sum of Rs. is herewith forwarded representing the earnest m[illegible]ey (a) the full value of which is to be absolutely forfeited to Government sho[illegible] not deposit the full amount of security deposit specified in the above mem[illegible]randum, in accordance with Clause 1 (A) of the said conditions, otherwise the [illegible]aid sum of Rs. shall be retained by Government on account of [illegible]ich security deposit as aforesaid or (b) the full value of which shall be retai[illegible]d by Government on account of the security deposit specified in clause 1 (B) [illegible] the conditions).

*Amount to be specified in words and figures

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

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

Dated the day of 19

(Witness) ††

(Address)

T.S. B. 3113000 / Rupees Thirty one [illegible] thousand [illegible]

(Occupation)

The above tender is hereby accepted by me [illegible] behalf of the Government of Sind.

EXECUTIVE ENGINEER
Executive Engineer
EDUCATION WORKS DIVISION
UMERKOT.

Division [illegible] his duly authorised Assistant).

Signature of the officer by witness accepted.

Dated the day of 19

Conditions of Contract

Clause 1.—The person whose tender may be accepted (hereinafter called the contractor) shall (A) within one day for a con[illegible]ct 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 mo[illegible] of the receipt by him of the notification of the acceptance of his tender) dep[illegible] with the Executive Engineer in cash or Government securities endorsed to E[illegible]utive Engineer (if deposited for more than 12 months) a sum sufficient with [illegible] amount of the earnest money deposited by him with his tender to make up [illegible] full security deposit specified in the tender), or (B) (permit Government at the [illegible] of making any payment to him for work done under the contract to deduct [illegible]h sum as will (with the earnest money deposited by him) amount to percent o[illegible]ll moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositi[illegible] a Lumpsum by way of security deposit as contemplated at (A) above, then [illegible] in such case, if the sum so deposited shall not amount to, ... [illegible] cent of the total estimated cost of the work, it shall be lawful for Government [illegible] the time of making any payment to the contractor for work done under the c[illegible]tract to make up the full amount of.....per cent by deducting a suffici[illegible]t sum from every such payment as last aforesaid. All compensation or othe[illegible] sums of money payable by the contractor to Government under the terms of [illegible]is contract may be deducted from, or paid by the sale of a sufficient part of his [illegible]curity deposit, or from the interest arising therefrom, or from any sums whi[illegible] is due or may become due to the contractor under this contract and in [illegible] event of his security deposit being reduced by reason of any such deduction or [illegible]le as aforesaid the contractor shall, within ten days thereafter, make good in cash [illegible] with Government securities endorsed as aforesaid any sum or sums which ma[illegible] have been deducted from, or raised by sale of his security deposit or any part the[illegible]of. The security deposit referred to, when paid in cash, may, at the cost of the [illegible]positor, be converted into interest, bearing securities provided that the depositor has expressly desired this in writing.

Security deposit.

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Compensation for delay.

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

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

Note:—A work should be considered as complete for the purpose of refund of security deposit if 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:

¼th of the work in ¼th of the time,

½ of the work in ½ of the time,

¾th of the work in ¾th of the time,

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

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

Action when whole of security deposit is forfeited.

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

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

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

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(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and give it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contractor 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 contract shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the 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 the Executive Engineer shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 days' notice in writing. The contractor will have no claim for 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 not withstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clause 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 authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

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

Extension of time.

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

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Where time has been extend
ment the date for completion of t
the extension or by the aggregate
When time has extended as
the contract and all clauses of th
the extended period.

under this or any other clause of this agree-
work shall be the date fixed by the order giving
f all such orders, made under this agreement,
oresaid, it shall continue to be the essence of
ontract shall continue to be operative during

Plan certificate

Clause 7.—On completion of
with a certificate by the Executi
incharged) of such completion, bu
work has been executed, or other
the premises on which the work s
materials and rubbish, and shall h
doors, windows, walls, floors, or ot
work has been executed, or other p
has been executed, or of which he
executing the work, nor until the w
in-charge or where the measurem
they have received the approval of t
being binding and conclusive agains
to comply with the requirements of
surplus materials and rubbish, and
for the completion of the work, the E
contractor, remove such scaffolding,
of the same as he thinks fit and clean
shall forthwith pay the amount of e
respect of any such scaffolding or so
sum actually realized by the sale th

e work the contractor shall be furnished
Engineer (hereinafter called the Engineer-
a such certificate shall be given and the
's of any Building in or upon which the work
have been executed all scaffolding, surplus
cleaned off the dirt from all woodwork,
parts of any building in or upon which the work
of any Building in or upon which the work
y have had possession for the purpose of
shall have been measured by the Engineer-
have been taken by his subordinates until
Engineer-in-charge, the said measurements
the contractor. If the contractor shall fail
his clause as to the removal of scaffolding
aning of dirt on or before the date fixed
gineer-in-charge, may, at the expense of the
rplus materials and rubbish, and dispose
of such dirt as aforesaid, and the contractor
expense so incurred, but shall no claim in
ilus materials as aforesaid except for any
of.

Levelling of Bundhis

Clause 7-A.—In the case of silt
channels after the measurement are
authority the Contractor shall, on a
Engineer-in-charge or his subordinate
remove "Bundhis" and profile ridges
contractor makes default such work a
case the amount spent on the removi
be deducted from any money due to
The time taken by the contractor in re
not be counted towards the period stip
work.

arance and other excavation works of
y recorded and checked by a competent
otice in writing being given by the
d within the time specified in the notice,
ain the designed channel section. If the
be carried out departmentally in which
such "Bundhis" and profile ridges shall
contractor or from his Security Deposit.
oving "Bundhis" and profile ridges shall
ired for the completion of the contract

No interest to be allowed on advances.

Clause 8.—No payment shall be
than rupees five hundred till after the
pleted and a certificate of completion
to cost more than rupees five hundred, th
fore, as provided in Clause 10, be entit
the part of the work then approved and pa
certificate of such approval and pa
conclusive against the contractor. All
garded as payments by way of advance
as payments for work actually done and
Engineer-in-charge from requiring any
work to be removed or taken away and
any such payment be considered as an a
contract or any part thereof in any respect
it conclude, determine or affect in any w
charge as to the final settlement and adjus
in any way vary or affect the contract.
contractor within one month of the date
otherwise Engineer-in-charge's certificate
amount payable for the works shall be fin

de for any work, estimated to cost less
hole of the work shall have been com-
n. But in the case of works estimated
contractor shall on submitting bill there-
l to receive payment proportionate to
ssed by the Engineer-in-charge, whose
the sum so payable shall be final and
h intermediate payments shall be re-
gainst the final payment only and not
completed, and shall not preclude the
d, unsound, imperfect or unskilful
-constructed, or re-erected, nor shall
ission of the due performance of the
r the securing of any claims nor shall
y way the powers of the Engineer-in-
ment of the accounts or otherwise, or
e final bill shall be submitted by the
ed for the completion of the work,
the measurements and of the total
and binding on all parties.

Reduced rates of items allowed at the discretion of the Engineer-in-charge.

Clause 9. The rates for several items
Rs. 1,000 agreed to within, shall be valid an
as having been completed fully in accordan
In cases where the items of work are not ac
charge may make payment on account on s
may consider reasonable in the preparation

f works estimated to cost more than
when the item concerned is accepted
e with the sanctioned specifications.
ded as to completed the Engineer-in
ch items at such reduced rates as he
of final or on account bills.

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Bill to be submitted monthly.

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

Bills to be on Printed forms.

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 accordance of these conditions, and not mentioned or provided for in the tender the rates hereinafter provided for such work.

Stores supplied by Government.

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

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

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials 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 confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall been titled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in Specifications and designs not to invalidate Contracts.

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 and by altered or additional work which shall not invalidate the contract; the manner above specified subject to the contractor may be directed to do in of the work shall be carried out by the as laid down in clause 39 below as Part respects on which he agreed to do the contractor on the same conditions in all 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

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original contract work, and the ...rtificate of the 7 Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no ...e 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 ...e Division and if such last mentioned class of work is not entered in the sched...e of rates of the Division, then the contractor shall, within seven days of the d... of receipt by him of the oder to carry out the work inform the Engineer-in-cha... of the rate which it is his intention to charge for such class of work, and if the ...gineer-in-charge is satisfied that the rate quoted is within the rate worked out by ...n on detailed rate analysis, then he shall allow him that rate, but if the Engineer ...n-charge does not agree to this rate he shall by notice in writing be at liberty to ...ncel his order to carry out such class of work, and arrange to carry it out in suc... manner as he may consider advisable *Provided* always that if the contractor shall ...mmence work or incur any expenditure regard thereto before the rates shall ha... been determined as lastly hereinbefore mentioned, then in such case he shall ...be entitled to be paid in respect of the work carried out for expenditure incur... by him prior to the date of the determination of the rate as aforesaid accordin... to such rate or rates as shall be fixed by the Engineer-in-charge. In the event ... a dispute, the decision of Superintending Engineer of the circle will be fin... In case the contractor is still not satisfied with the decision he may bring th... matter for arbitration in accordance with the procedure laid down in clause—...

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

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

Time limit for unforeseen claims.

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

Action and compensation payable in case of work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engi...r-in-charge or his subordinate-in-charge of the work, that any work has been ...outed with unsound, imperfect or unskilful workmanship or with materials of in...ior quality, or that any materials or articles provided by him for the execution of ...e work are unsound, or of a quality interior to that contracted for, or are otherwi... not in accordance with the contract, it shall be lawful for the Engineer-in-charge ... intimate this fact in writing to the contractor and then not with standing the ...t that the work materials or articles complained of may have been inadverta...y passed, certified and paid for, the contractor shall be bound forthwith to re...y or removed and reconstruct the work so specified in whole or in part, as the ...e may require, or if so required, shall remove the materials or articles so spe...ed and provide other proper and suitable materials articles at his own proper c...ge and cost; and in the event of his failing to do so within a period to be speci...d by the Engineer-in-charge in the writing intimation aforesaid the contractor sh...l be liable to pay compensation at the rate of one percent. On the amount of th... estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-executed the work or remove and replace the materials or arti...es complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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Works to be open to inspection, &c.

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

Contractor or his authorised agent to be present, &c.

Notice to be given before work is covered up, &c.

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

Contractor liable for damage done, and for compensation for damage caused, &c.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working or any building, road fence, enclosure or grass land or cultivated ground 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 this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor to supply plant, ladders scaffoldings, &c.

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 scaffoldings and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether including 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 the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and mounting, weighting 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 expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above 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.

Contractor to be liable for damages arising from non-provision of lights fencing etc.

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.

Measures for prevention of fire.

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

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

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

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

Work on Fridays.

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 commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce then for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage 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 anyu 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 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.

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

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

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.

Changes in the constitution of firm to be Notified.

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.

Work to be under direction of Superintending Engineer.

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

EXECUTIVE ENGINEER
[illegible] DIVISION
UNCHAST.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings, and instructions 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, specifications, drawings, 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.

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 account relating thereto, 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 "J" attached to the contract and if the rates are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract is shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

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

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

Clause 34.—The expression "works" or "work" where used in these conditions shall, unless there be something in the subject or context repugnant to such construction, be constructed to mean the works contracted 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 deducted from the gross amount of the bill before deducting the value of any stock issued.

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

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

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.

Contractor

EXECUTIVE ENGINEER

Employment of famine-stricken labour.

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

Claim for Compensation for delay in starting the work.

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

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rate are inclusive for [illegible] of water standing in borrow pits or cracked soil, excavation mud, rain-soil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or Commencing any portion of work.

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

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

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

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

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

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

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

Pakistan Timber to be used.

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

Certificate for Concessionary Freight Charges from Railway.

Clause 45.—If any material, 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.

Procedure of acceptance of tendery when tenders rates are same.

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

Recovery of dues from Contractor as arrears Land Revenue.

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

Partnership of M.L.A.S forbidden.

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.

Payment of sales tax.

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

Interest or share Government Servant in the work.

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

EXECUTIVE ENGINEER
EDUCATIONAL DIVISION
[illegible]
Works & Services Department

Contractor

Clause 51.—Where the authority competent to accept a tender is any of the following authorities the contractor will be entitled to withdraw or apply for the return of the earnest money deposit copy of the period mentioned below against such authority commencing from the date of opening of the tender.

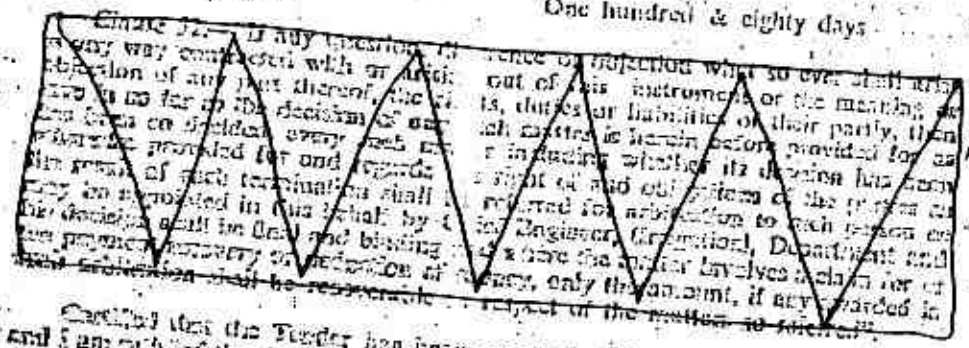
When the sanctioning authority for the tender is:—

Executive Engineer. — Thirty days

Superintending Engineer. — Sixty days

Chief Engineer. — Ninety days

Government. — One hundred & eighty days



Delete By Govt. of Sindh

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.

(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
Divisional Accountant
EDUCATION WORKS DIVISION
HYDERABAD

Certified that I have noted the contents of Government P.W.D. Circular Memorandum No. 3006-I dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor

Executive Engineer.

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
HYDERABAD

[illegible]

Particulars.	Rate of [illegible]			Time of delivery.
	Units.	Rs.	Pies.	

Attached

cf

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

(Signature of Contractor).

(Signature) [illegible]

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

Attached

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

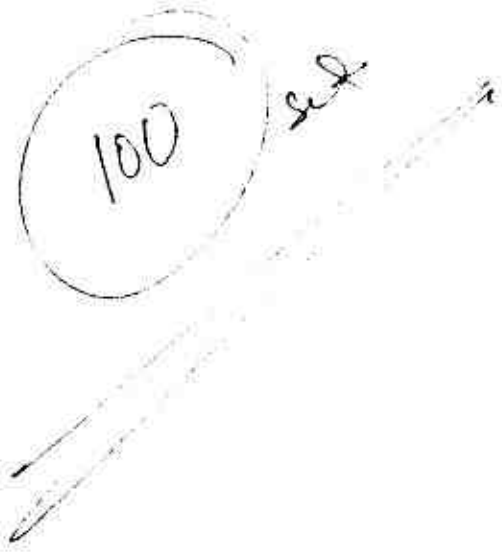
Note 2—All the column as in the Schedule should be filled in, [illegible] the total of the entries in the last column should be struck by the contractor under his signature.

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, like moisture, weather, etc.

Rajiv M. Tapal
(Signature of Contractor)

EXECUTIVE ENGINEER
[illegible]
(Signature)
Work [illegible] Department
UNSEROT.

Note—To be continued on additional sheets if found [illegible]


100

Name of Work → construction + completion of Tank, Pavements for village Station Karo mile No. 4 (0.4 km) Schemes proposed by Nawab M Tariq Talpur MLA & Umerkot - under P.M. Directive 2018-19 Package.

FORM B-I

PUBLIC WORKS DEPARTMENT

CIRCLE ...

DIVISION ...

Percentage Rate Tender and Contract

Name of Agency → H.M. Irrigation Memon C/C

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, and the details of the works to be tendered will be supplied to the prospective tenderers on their request.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his byehalf 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 shewing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the enveloped.

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

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

Hon M Iqbal
Contractor

EXECUTIVE ENGINEER
CONSTRUCTION SECTION
Works & Services Department
UMERKOT

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 tender has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

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

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

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

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

Tender for Work

*In figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sind, (therein-before and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at* percent below/above the estimated rates entered in Schedule "B" (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions given in writing in pursuance of the tender and 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.

Memorandum Road Ampani M. Jo Par

(a) General description. →

(b) Estimated cost. → Rs. 3.120 (M)

(c) Earnest money. → Rs. 0.0624 (M)

(d) Security deposit—(including earnest money). → Rs. 0.1560 (M)

(e) Percentage, if any, to be deducted from bills (Rupees) per cent. → Rs. 0.2808 (M)

(f) Time allowed for the work from date of written order to commence. → (6) Months

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

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

(d) This deposit shall be in accordance with paras 315 and 321 A of the P.W.D. Manual.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken. See note 6 (Clause 1 of condition of contracts.

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

Director

DISTRICT OFFICER
Work & Services Depar
UMERKOT.

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

Receipt No. 1452 dated 2/11/12 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 not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions.

*Amount to be specified in words and figures.

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

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

Dated the day of 19

(Witness) ††

(Address)

(Occupation)

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

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

Executive Engineer
Executive Engineer
EDUCATION DIVISION
Division for his duly authorised Assistant.
UMERKOT.

Signature of the officer by witness accepted.

Dated the day of 19

Conditions 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 Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or deposition a Lumpsum by way of security deposit as contemplated at (A) above, then such case, if the sum so deposited shall not amount to, ... per cent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of this 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 deposit.

Contractor

EXECUTIVE ENGINEER
DISTRICT OFFICER
Education Works
Works & Services Department
UMERKOT.

Compensation for delay.

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

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

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

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with 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 in the tender for every day that the work remains uncompleted, 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:

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

1 of the work in 1 of the time.

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

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

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

Action when whole of security deposit is forfeited.

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

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

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

EXECUTIVE ENGINEER
DISTRICT OFFICE
Education Division

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and g[illegible] it to another contractor to complete it, in which case any expenses which [illegible]y be incurred in excess of the sum which would have been paid to the original [illegible]ntractor if the whole work had been executed by him (as to the amount of wh[illegible] excess expenses the certificate in writing of the Executive Engineer shall b[illegible]inal and conclusive shall be borne and paid by the original contractor and s[illegible] be deducted from any money due to him by Government under the contractor [illegible] otherwise or from his security deposit or the proceeds of sale thereof, or a suf[illegible]ent part thereof.

In the event of any of the above courses b[illegible] adopted by the Executive Engineer, the contractor shall have no claim t[illegible] compensation for any loss sustained by him by reason of his having purchas[illegible] or procured any materials, or entered into any engagements, or made any a[illegible]ces on account of, or with a view to the execution of the work or the perf[illegible]nance of the contract. And in case the contract shall be rescinded under the [illegible]ovision aforesaid, the contract shall not be entitled to recover to be paid any su[illegible] for any work therefore actually performed by him under this contract unless [illegible] 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 b[illegible] entitled to be paid the amount so certified.

Clause 4.—If the progress of any particula[illegible] portion of the work is unsatisfactory the Executive Engineer shall, notwithsta[illegible]ing that the general progress of the work is in accordance with the conditions [illegible]ntioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 days' notice in writing. The contractor will have no claim for co[illegible]pensation 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 t[illegible] powers conferred upon the Executive Engineer by the clause 3 and 4 there[illegible] shall have become exerciseable and the same shall not have been exercised, t[illegible] non-exercise thereof shall not constitute a waiver of any of the conditions h[illegible]eof and such powers shall not withstanding be exerciseable in the event of an[illegible] future case of default by the contractor for which under any clause or clau[illegible] hereof he is declared liable to pay compensation amounting to the whole of hi[illegible] security deposit and the liability of the contractor for past and future compens[illegible]ion shall remain unaffected. In the event of the Executive Engineer taking acti[illegible] under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possessio[illegible] of all or any tools, plant, materials and stores in or upon the works, or the si[illegible] thereof or belonging to the contractor, or procured by him and intended to be [illegible]d for the execution of the work or any part thereof, paying or allowing for th[illegible] same in account at the contract rates, or in the case of contract not being app[illegible]able, at current market rates, to be certified by the Executive Engineer, whose [illegible]rtificate thereof shall be final. In the alternative the Executive Engineer, may [illegible]fter giving notice in writing to the contractor or his clerk of the works, fore[illegible]n or other authorized agent require him to remove such tools, plant, mate[illegible]ls, or stores from the premises within a time to be specified in such notice, a[illegible] in the event of the contractor failing to comply with any such requisition, the [illegible]Executive Engineer, may remove them at the contractor's expense or sale them by [illegible]ction or private sale on account of the contractor and at his risk in all respects, [illegible]d the certificate of the Executive Engineer as to the expense of any such remova[illegible] and the amount, of the proceeds any expense of and such sale shall be final and [illegible]onclusive against the contractor.

Contractor responsible to pay compensation if action not taken under clause 3 (a).

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

Clause 6.—If the contractor shall desire [illegible] 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 ap[illegible] in writing to the Executive Engineer within 30 days from the date on wh[illegible] he was hindered as aforesaid or on which the ground of asking for extensio[illegible] arose and in any case before the date of completion of the work, and the Execu[illegible] Engineer may, if in his opinion there are reasonable grounds for granting an e[illegible]sion grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Extension of time.

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

Contractor

EXECUTIVE ENGINEER
DISTRICT DEPARTMENT
Education Works
Works & Services Department
UMERKOT.

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

When time has extended as [illegible] oresaid, it shall continue to be the essence of the contract and all clauses of the [illegible] ontract shall continue to be operative during the extended period.

Plan certificate

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

[illegible] of Bundhis

Clause 7-A.—In the case of silt [illegible] arance and other excavation works of channels after the measurement are [illegible] y recorded and checked by a competent authority the Contractor shall, on a [illegible] otice in writing being given by the Engineer-in-charge or his subordinate [illegible] d within the time specified in the notice, remove "Bundhis" and profile ridges [illegible] in the designed channel section. If the contractor makes default such work [illegible] be carried out departmentally in which case the amount spent on the removi[illegible] such "Bundhis" and profile ridges shall be deducted from any money due to t[illegible] contractor or from his Security Deposit. The time taken by the contractor in re[illegible] ving "Bundhis" and profile ridges shall not be counted towards the period stip[illegible] ted for the completion of the contract work.

[illegible] on Inter-[illegible] tificates to be advances.

Clause 8.—No payment shall be [illegible] de for any work, estimated to cost less than rupees five hundred till after the [illegible] hole of the work shall have been completed and a certificate of completion g[illegible] n. But in the case of works estimated to cost more than rupees five hundred, th[illegible] contractor shall on submitting bill therefore, as provided in Clause 10, be enti[illegible] l to receive payment proportionate to the part of the work then approved and [illegible] ssed by the Engineer-in-charge, whose certificate of such approval and passing [illegible] the sum so payable shall be final and conclusive against the contractor. All [illegible] h intermediate payments shall be regarded as payments by way of advance [illegible] ainst the final payment only and not as payments for work actually done an[illegible] ompleted, and shall not preclude the Engineer-in-charge from requiring any [illegible] d, unsound, imperfect or unskilful work to be removed or taken away and [illegible] -constructed, or re-erected, nor shall any such payment be considered as an a[illegible] ssion of the due performance of the contract or any part thereof in any respec[illegible] r the securing of any claims; nor shall it conclude, determine, or affect in any o[illegible] way the powers of the Engineer-in-charge as to the final settlement and adju[illegible] nent of the accounts or otherwise, or in any way vary or effect the contract. [illegible] e final bill shall be submitted by the contractor within one month of the date [illegible] ed for the completion of the work, otherwise Engineer-in-charge's certificate [illegible] the measurements and of the total amount payable for the works shall be fin[illegible] and binding on all parties.

[illegible] reduced [illegible] of item [illegible] ored as [illegible] at the [illegible] gineer

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

[illegible] ENGINEER
[illegible] DIVISION
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Works & Services Department

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 counter-signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

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

Bills to be on Printed forms.

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

Store supplied by Government.

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

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

Clause 14.—The Engineer-in-charge shall have powers to make any alterations in, or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and by altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid 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 the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the

Alterations in Specifications and designs not to be Validate Contracts.

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Contractor

DIVISIONAL ENGINEER
DISTRICT OFFICER
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Works & Services Department
UMEBKOT

original contract work, and the ...rtificate of the 7 Engineer-in-charge as to such proportion shall be conclusive. ...and if the altered or additional work includes any class of work for which no ...e 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 ...e Division and if such last mentioned class of work is not entered in the sched...e of rates of the Division, then the contractor shall, within seven days of the d... of receipt by him of the order to carry out the work inform the Engineer-in-cha... of the rate which it is his intention to charge for such class of work, and if the ...gineer-in-charge is satisfied that the rate quoted is within the rate worked out by ...n on detailed rate analysis, then he shall allow him that rate, but if the Engineer ...-charge does not agree to this rate he shall by notice in writing be at liberty to ...ncel his order to carry out such class of work, and arrange to carry it out in suc... manner as he may consider advisable *Provided* always that if the contractor shall ...ommence work or incur any expenditure regard thereto before the rates shall ha... been determined as lastly hereinbefore mentioned, then in such case he shall ...ly be entitled to be paid in respect of the work carried out for expenditure incur... by him prior to the date of the determination of the rate as aforesaid accordin... to such rate or rates as shall be fixed by the Engineer-in-charge. In the event ... a dispute, the decision of Superintending Engineer of the circle will be fin... In case the contractor is still not satisfied with the decision he may bring th... matter for arbitration in accordance with the procedure laid down in clause—...

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

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

Time limit for unforeseen claims.

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

Action and compensation payable in case of work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engi...r-in-charge or his subordinate-in-charge of the work, that any work has been ...ented with unsound, imperfect or unskilful workmanship or with materials of in...ior quality, or that any materials or articles provided by him for the execution of ...e work are unsound, or of a quality interior to that contracted for, or are otherwi... not in accordance with the contract, it shall be lawful for the Engineer-in-charge ...intimate this fact in writing to the contractor and then not with standing the ...t that the work materials or articles complained of may have been inadverta...y passed, certified and paid for, the contractor shall be bound forthwith to re...y or removed and reconstruct the work so specified in whole or in part, as the ...e may require, or if so required, shall remove the materials or articles so spe...ed and provide other proper and suitable materials articles at his own proper c...ge and cost; and in the event of his failing to do so within a period to be specif...d by the Engineer-in-charge in the writing intimation aforesaid the contractor sh...l be liable to pay compensation at the rate of one percent. On the amount of th... estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-executed the work or remove and replace the materials or arti...es complained of as the case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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UMERKOT.

Contractor

Works to be open to inspection.

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

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Clause 19.—The contractor shall give notice less than five days notice in writing to the Engineer-in-charge of his subordinate in-charge of the work before covering up or otherwise placing beyond the reach measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place beyond the reach measurement, and shall not cover up or place beyond the reach of measurement and 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 material with which the same was executed.

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

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working or any building, road fence, enclosure or grass land or cultivated ground 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 this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor to supply plant, ladders scaffoldings, etc.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighting and assisting in the measurement or examination at any time and from time to time of the work or the materials provided by the Engineer-in-charge at the case. Failing this the same may be expenses may be deducted from any money due of the contractor and the contract, or from his security deposit or the proceeds to the contractor under the contract portion thereof. The contractor shall provide of sale thereof, or of a sufficient 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.

Contractor to be liable for damages arising from non-provision of lights fencing etc.

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.

Precautions for prevention of fire.

Contractor

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

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

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

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer, as appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause be recovered from the contractor 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 [illegible] 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 soldier's barracks should be avoided as possible.

Work on Fridays.

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 commences any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts shall respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage 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 anyu 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 be notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall enable 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.

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

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

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.

Changes in the constitution of firm to be Notified

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.

Work to be under direction of Superintending Engineer.

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

EXECUTIVE ENGINEER
[illegible] DIVISION
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Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings, and instructions 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 the thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to expectate the same whether arising during the progress of the work or after the completion or abandonment thereof. Decision of Superintending Engineer to be final.

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the parts 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 or sums payable to him under the provisions of this clause. Lump sum in contracts.

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

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

Clause 35.—The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued. Contractors percentage when entered to net or gross amounts of bill.

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

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

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. Claim for quantities entered in the tender or estimate.

Hap M Tahl
Contractor

EXECUTIVE ENGINEER
EDUCATIONAL DIVISION
UTTERKOT

Employment of famine-labour.

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

Claim for Compensation for delay in starting the work.

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

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rate are inclusive for [illegible] of water standing in borrow pits or cracked soil, excavation mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work.

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

Minimum age of persons employed, the employment of [illegible] or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 15 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 Government for any delay caused in the completion of the work by such removal.

Pakistan Timber to be used.

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

Certificate for Concessionary Freight Charges from Railway.

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.

Procedure of acceptance of tenders when tenders rates are same.

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 carrying of materials by vehicles having pneumatic tyres.

Recovery of dues from Contractor as arrears Land Revenue.

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

Partnership of M.L.A.S forbidden.

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.

Payment of sales tax.

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

Interest or share Government Servant in the work.

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

EXECUTIVE ENGINEER
[illegible] DIVISION
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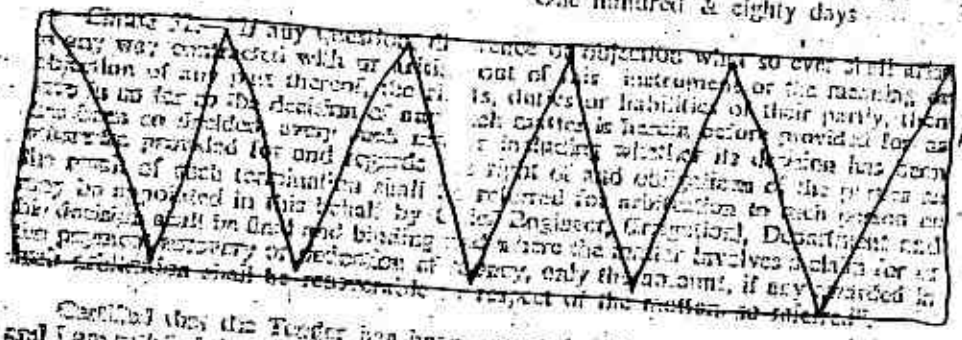
Works & Services Department

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

When the sanctioning authority for the tender is:—

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

~~*Clause 52.*—If any question, difference or objection which so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of their party, then [illegible] is so far as the decision of any such matter is herein before provided for as [illegible] provided for and regards [illegible] including whether its decision has been [illegible] the person of such termination shall be right of and obligations of the parties as may be appointed in this behalf by the referred for arbitration to such person as the decision shall be final and binding [illegible] 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 matter so referred.~~



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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.

(H.M. KHAN SIYAL)
DIVISIONAL ACCOUNTS OFFICER
EDUCATIONAL WORKS DIVISION
UMERKOT

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 3006-I dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor

Executive Engineer.

DIVISIONAL ENGINEER
EDUCATIONAL WORKS DIVISION
Works Department
UMERKOT.

SCHEDULE A

[illegible]

Particulars.	Rate [illegible]			Place of delivery.
	Units.	Rs.	Paise.	

Attached

CP

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 [illegible])

[illegible]

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.	Pies			

Attached

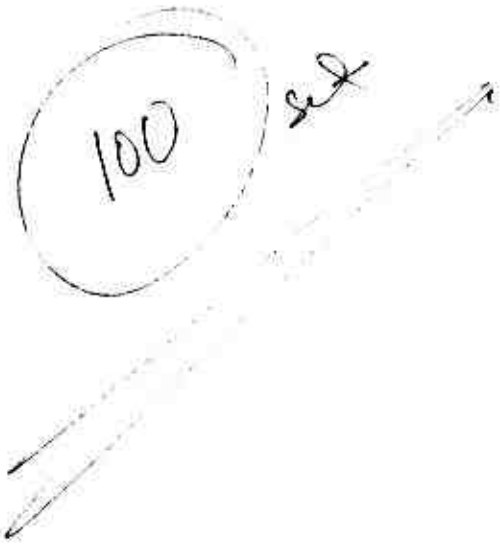
Note 1—All work shall be carried out as per Public Works Departments Head-book and other specifications of the Division or as directed.

Note 2—All the values as in the Schedule should be filled in, [illegible] 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, like moisture, [illegible], etc.

(Signature of Contractor) (Signature) EXECUTIVE ENGINEER [illegible] DIVISION UMERKOT.

Note—To be continued on additional sheets if found [illegible] Services Department UMERKOT.


100

S.#: 1

COMPARATIVE STATEMENT

NAME OF WORK: - Construction of road from Anupani Mendre-Jo-Par road to village Sherani Paro mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

ESTIMATED COST RS. 3.1200 EARNEST MONEY RS 62400

DATE OF ISSUE : - 02.11.2012 DATE OF OPENNING: 02.11.2012

S.#	NAME OF CONTRACTOR/FIRM	RATE QUOTED		REMARKS
		PART-A (ROAD WORK)	PART-B MASSONARY STRUCTURE	
1	Mr. Ghulam Mohammad Sanjo.	19% Below	19% Above	
	M/s. Haji M. Iqbal Memon	20.50% Below	16% Above	
	M/s. Ramlesh Kumar	20% Below	20% Above	

Certified that tender were received duly sealed and Mr. ~~M/s.~~ Haji M. Iqbal Memon Government contractor found lowest.

DIVISIONAL ACCOUNT OFFICER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SUPERITENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

S.#: 1

ISSUED TO M/S/MR. Haji M. Iqbal Mena

VIDE D.R NO. 1452 DATED: 2-11-2012

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

TENDER FOR WORK: - **Construction of road from Anupani Mendre-Jo-Par road to village Sherani Paro mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

I/We hereby tender for the execution for the Government of Sindh (herein before and herein after referred to as "Government") if the work specified in the under written memorandum within the time specified in such memorandum at Part-B 70.50/ Bdn/ 16/ Above present below/above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respect with the specifications/designs, drawings and instructions in writing refer to in rule hereof and in clause 12 of the annexed conditions of contact and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be an provided in schedule "A" appended therewith.

MEMORANDUM

a) General Description: - **Construction of road from Anupani Mendre-Jo-Par road to village Sherani Paro mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

b)	Estimated Cost: -	3.12000	(M)
c)	Earnest Money: -	0.06240	(M)
d)	Security Deposit i/c Earnest Money 5%	0.15600	(M)
e)	Percentage if any to be deducted from bill in 9% Percent	0.28080	(M)
f)	Time allowed for completion of the work from date of written order to commence 6 Months	6	Months

Should this tender be accepted I/We hereby agree to abide by and fulfill the term and provisions of the conditions of contract annexed hereto as for as applicable and default thereof forfeit and pay to Government the sum of money mentioned in the said conditions.

In respect of the sum of Rs 62400/- call Deposit No. 14009552 Date 1/11/12 from Road AC Dad Hyd Bank is herewith forwarded representing earnest money the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit as shown in the above the memorandum in accordance retained by Government on account of such security deposit as aforesaid or (B) the full value shall be retained by the Government account of the Security specified in Clause-1(B) of the condition.

Haji M Iqbal

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

Certified that I/We have read all the Clauses of Printed B-1 agreement and agreed.

SCHEDULE "A"

The bitumen 80/100 penetration will be arranged by contractor himself from the National Oil Refinery Korangi Karachi at own expenses, for the quality of work as per schedule "B" except in case any increase decrease in the quantity of the work or change at specifications (for which calculation over and above such calculated quantity value be treated as wastage in that case the Department is not bound to pay the excessive amount. Government will not entertain any claims of any kind of shortage of bitumen non-availability of road making Machinery or its break down (during the course of construction) Non-availability of Railway-Wagons or Natural Climaty or any other reasons of any kind what so ever. Road rollers will be supped by the Government, at the following rates of hire charges category-wise if available.

a)	6-8 Tons	Road Rollers	Rs. 15000
b)	8-10 Tons	Road Rollers	Rs. 15000
c)	10-12 Tons	Road Rollers	Rs. 15000
d)	v.v.12 Tons	Road Rollers	Rs. 20000
e)	Itefaque Tons	Road Rollers	Rs. 15000

The contractors will give on under taking that the roller will be services at the least once a week P.O.L and normal day to day repairs of the Roller will also be the responsibility of the contractor. The shall also be liable for damages done to machinery due to their back from the contractor in roadwork shop in good conditions. All repairs upto Rs. 500/- will be responsibility of the Contractors they will attend to it themselves. Shifting charges of road Rollers form workshop to the site of work and return back to the workshop of water etc. after completion of work will be recovered for the contractors. Arrangement of water etc will be made by the contractors themselves at their won cost.

Haji M Ijaz

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B" PART-A

FOR

CONSTRUCTION OF ROAD FROM ANUPANI MENDRE-JO-PAR ROAD TO VILLAGE SHERANI PARO MILE 0/0-0/2 (0.40 KMS)

S.#	Item of Work	Quantity	Rate	Unit	Amount
1	**(A) JUNGLE CLEARANCE**				
	Jungle Clearance and removing within right of way (Thin Jungle)				
	Qty 70699.00	Cft. @ Rs.	30.25	Per % 0Cft	2139
2	**(B) CUT**				
	Earth work exacavation in ashes, sand soft soil or sill clearance inculding all lifts and leads.				
	Qty 163152.00	Cft. @ Rs.	1760.55	Per % 0Cft	287237
3	**(C) FILL**				
	Earth work excavation in ashes, sand soft soil or sill clearance inculding and lift and leads, dressing in leveling of earth work to design section etc. complete (ashes, sand, silt , or soft soil) including earth work compation by sheep foot rooler moisture co.				
	Qty 112167.00	Cft. @ Rs.	3206.13	Per % 0Cft	359622
	EARTH WORK (A-2 TO 4 SOIL)				
	Earth work for road embankment by buldozers, including ploughing, mixing, clod breaking, dressing. Compacting with optimum moisture content. Lead upto 100 ft. and lift upto 5.00 ft. in all types of soil except rock.				
	(a) COMPACTING UPTO 95-100% DENSITY				
	Qty 40788.00	Cft. @ Rs.	15916.89	Per % 0Cft	649218
	Qty 13599.00	Cft. @ Rs.	14620.92	Per % 0Cft	198830
2	**SUB BASE COURSE**				
	Preparing Sub Base Course by supplying and spreading stone metal of 2"-11/2" in gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, i/c hand packing, filling voids with 10 Cft. screening and non plastic quarry fines of approved quality and gauge from approved source watering and compacting to achieve 98-100% density as per modified AASHO specification (Rate i/cs all cost of materials T&P, labour and carriage upto site of work.				
	Qty 8158.00	Cft. @ Rs.	10777.41	Per % 0Cft	879221
3	**BRICK ON EDGING**				
	Laying Brick on end edging including supplying 9"x4 1/2"x3" first class bricks, excavation for laying edging with small size parallel to the road. Rate includes all cost of materials, T&P, labours, and carriage upto site of work.				
	Qty 2719.00	Cft. @ Rs.	2711.50	Per % 0Cft	73726
4	**BASE COURSE**				
	Preparing base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of (3") to proper camber and grade including supplying and spreading 15 Cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHO specifications (Rate includes providing and using templates, camber plates, screens, forms etc. as directed). Rate includes all cost of materials, T&P, labours and carriage upto site of work.				
	Qty 4079.00	Cft. @ Rs.	11894.46	Per % 0Cft	485175
5	**THREE COAT SURFACE DRESSING**				
	Providing surface dressing three coat on new or existing surface with 79 lbs Bitumen of 80/100 penetration and 9.75 cft of crush bajri of required size of 3/4"=3/8", including cleaning the road surface, rolling after each etc. complete. Rate includes all cost of materials, labours, T&P, and carriage upto site of work.				
	Qty 16315.00	Cft. @ Rs.	4346.01	Per % 0Cft	709052
				Total Rs.	3644219
	Add: Different Cost of Bitument 5.750 @ Rs. 3267			Rs.	18785
				G.Total Rs.	3663004

Haji M Sajjad

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B'

CONSTRUCTOIN OF ROAD FORM ANUPANI MANDHRAY JO AR ROAD TO VILLAGE SHEHRANI PARO MILE 0/0-0/2 (0.40 KMS)

S.No	Item of Work	Quantity	Rate	Unit	Amount
1	EXCAVATION Excavation in foundation of building, bridges and others Structures i/c dagbelling dressing refilling around structure with excavated earth Watering and remaining up to lead 5 feet (b) In ordinary soil				
	Qty 1056.00	Cft @ Rs.	3176.25	Per % 0 Cft	Rs. 3354.12
2	CEMENT CONCRETE RATION (1:4:8) Cement Concrete brick or stone ballast 1 1/2 to 2" gauge ratio 1:4:8				
	Qty 239.00	Cft @ Rs	9416.28	Per % Cft	Rs 22504.91
3	PACCA BRICK WORK RTION 1:4 Pacca brick work in foundation & plinth in concrete sand mortar ratio 1:4				
	Qty 474.00	Cft @ Rs	12501.41	Per % Cft	Rs 59256.68
4	CEMENT CONCRETE (1:2:4) Cement Concrete plain including placing, compacting, finishing and curring, complete (including screening and washing of stone aggregate without shuttering (Ration 1:2:4)				
	Qty 89.00	Cft @ Rs	14429.25	Per % Cft	Rs 12842.03
5	FABRICATION Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making and joints and fastening i/c cost of binding wire also i/c removal of rust from bars				
	Qty 5.05	Cft @ Rs	4820.20	Per CWt	Rs 24342.01
6	R.C.C WORK RATION 1:2:4 RCC work i/c all labour & material except the cost of steel reinforcement and it's labour for bending binding which will be paid separately. This rate also i.e all kinds of forms moulds lifting shuttering curing rendering washing the exposed surface inc				
	Qty 80.00	Cft @ Rs	337.00	Per CWt	Rs 26960.00
7	BRICK ON EDGE FLOORING Brick on edge flooring laid in 1:6 cement mortar over a bed, 3/4" thick cement mortar Ratio 1:6				
	Qty 0.00	Cft @ Rs	5256.63	Per % Sft	Rs 0.00
8	ERECTION AND REMOVAL Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood (2nd class) (a) Vertical.				
	Qty 28.00	Cft @ Rs	3127.41	Per % Sft	Rs 875.67
9	CEMENT PLASTER RATION 1:3 Cement Plaster 1:3 upto 20.0' height 1/2" thick				
	Qty 261.00	Cft @ Rs	2344.59	Per %sft	Rs 6119.38
				Total Rs.	156254.81

Haji M. Iqbal

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SPECIAL CONDITIONS

The minimum monthly progress of each type of road roller for consolidated hard crust is as under: -

14-18 Tons Road Roller

Purchased before 1970 20000 Cft.

Purchased after 1970 30000 Cft.

14-18 Tons Road Roller

Purchased before 1970 16000 Cft.

Purchased after 1970 24000 Cft.

In case the minimum out put is les then the above the following penal rates will be charges

i) 90 to 100 Present achievement No. Penalty.

ii) 60 to 90 Percent achievement 30% extra rental value.

iii) 30 to 60 Percent achievement 60% extra rental value.

The rent will be charged for the whole month irrespective of the condition of the Roller No. rent will be charged only in case the roller is shifted by the Department for other woks or for major repairs.

NOTE:

1 Deduction for shrinking from the Bank measurement will be made as under

'A' At 10% if earth work is done through manual labour (Man donkey & draglines)

'B' At 3% to 6% if earth work is done through machine (Tractors and Scrapers)

2 As a result of subsequent sanction to the estimate should there be any variation in the quantities and rates of sanctioned estimate and these provided in Schedule 'B' of the tender, the contractors shall abide by the rates and qualities of sanctioned estimate.

Hyi M Jagani

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

S.#: 2

COMPARATIVE STATEMENT

NAME OF WORK: - Construction of road from Mirpurkhas Umerkot link Asain Bank road 13th Hiral to village Abdul Ghafoor Arisar mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

ESTIMATED COST RS. 2.7200

EARNEST MONEY RS 54400

DATE OF ISSUE : - 02.11.2012

DATE OF OPENNING: 02.11.2012

S.#	NAME OF CONTRACTOR/FIRM	RATE QUOTED		REMARKS
		PART-A (ROAD WORK)	PART-B MASSONARY STRUCTURE	
	M/s. Pharsaam	16% Below	0.46% Above	Lowest
	M/s. Raizuddin Qureshi	15.50% Below	4% Above	Highest
	M/s Precision Eng: Srives	15% Below	8% Above	Highest

Certified that tender were received duly sealed and Mr.~~M/s~~. Pharsaam Government contractor found lowest.

DIVISIONAL ACCOUNT OFFICER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SUPERITENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

S.#: 2

ISSUED TO M/S/MR. Ghassam M.

VIDE D.R NO. 1454 DATED: 2-11-2012

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

TENDER FOR WORK: - **Construction of road from Mirpurkhas Umerkot link Asain Bank road 13th Hiral to village Abdul Ghafoor Arisar mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

I/We hereby tender for the execution for the Government of Sindh (herein before and herein after referred to as "Government") if the work specified in the under written memorandum within the time specified in such memorandum at A.C/Below - B, 0.40/above present below/above the estimated rates entered in Schedule "B" membrandum showing item of work to be carried out and in accordance in all respect with the specifications/designs, drawings and instructions in writing refer to in rule hereof and in clause 12 of the annexed conditions of contact and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be an provided in schedule "A" annended therewith

MEMORANDUM

a)	General Description -	**Construction of road from Mirpurkhas Umerkot link Asain Bank road 13th Hiral to village Abdul Ghafoor Arisar mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**		
b)	Estimated Cost -		2.72000	(M)
c)	Earnest Money -		0.05440	(M)
d)	Security Deposit i/c Earnest Money 5%		0.13600	(M)
e)	Percentage if any to be deducted from bill in 9% Percent		0.24480	(M)
f)	Time allowed for completion of the work from date of written order to commence	6 Months	6	Months

Should this tender be accepted I/We hereby agree to abide by and fulfill the term and provisions of the conditions of contract annexed hereto as for as applicable and default thereof forfeit and pay to Government the sum of money mentioned in the said conditions

No. 071274 In respect of the sum of Rs 55000/- call Deposit
Date 1-11-12 from MCB Ltd.
Bank is herewith forwarded representing earnest money the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit as shown in the above the memorandum in accordance retained by Government on account of such security deposit as aforesaid or (B) the full value shall be retained by the Government account of the Security specified in Clause-1(B) of the condition.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

Certified that I/We have read all the Clauses of Printed B-1 agreement and agreed.

SCHEDULE "A"

The bitumen 80/100 penetration will be arranged by contractor himself from the National Oil Refinery Korangi Karachi at own expenses, for the quality of work as per schedule "B" except in case any increase decrease in the quantity of the work or change at specifications (for which calculation over and above such calculated quantity value be treated as wastage in that case the Department is not bound to pay the excessive amount. Government will not entertain any claims of any kind of shortage of bitumen non-availability of road making Machinery or its break down (during the course of construction) Non-availability of Railway-Wagons or Natural Climaty or any other reasons of any kind what so ever. Road rollers will be supped by the Government, at the following rates of hire charges category-wise if available

a)	6-8 Tons	Road Rollers	Rs. 15000
b)	8-10 Tons	Road Rollers	Rs. 15000
c)	10-12 Tons	Road Rollers	Rs. 15000
d)	v.v.12 Tons	Road Rollers	Rs. 20000
e)	Itefaque Tons	Road Rollers	Rs. 15000

The contractors will give on under taking that the roller will be services at the least once a week P O L and normal day to day repairs of the Roller will also be the responsibility of the contractor. The shall also be liable for damages done to machinery due to their back from the contractor in roadwork shop in good conditions. All repairs upto Rs. 500/- will be responsibility of the Contractors they will attend to it themselves. Shifting charges of road Rollers form workshop to the site of work and return back to the workshop of water etc. after completion of work will be recovered for the contractors. Arrangement of water etc will be made by the contractors themselves at their won cost.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B"

FOR

CONSTRUCTION OF ROAD FROM MIRPURKHAS UMERKOT LINK ASAIN BANK ROAD 13TH HIRAL TO VILLAGE ABDUL GHAFOOR ARISAR MILE 0/0-0/2 (0.40 KMS)

S.#	Item of Work	Quantity	Rate	Unit	Amount
1	FORMATION				
	Earth work for road embankment by buldozers, including ploughing, mixing, clod breaking, dressing, Compacting with optimum moisture content. Lead upto 100 ft. and lift upto 5.00 ft. in all types of soil exceptrck. If earth work is done by other than depar				
	(a) COMPACTING UPTO 85% DENSITY				
	Qty 136338.00	Cft. @ Rs.	3656.23	Per % 0Cft	498483
	(b) COMPACTION 95-100% DENSITY				
	Qty 25234.00	Cft. @ Rs.	6190.17	Per % 0Cft	156203
2	SUB BASE COURSE				
	Preparing Sub Base Course by supplying and spreading stone metal of 2"-1 1/2" in gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, i/c hand packing, filling voids with 10 Cft. screening and non plastic quarry fines of approved quality and gauge from approved source watering and compacting to achieve 98-100% density as per modified AASHO specification. (Rate i/cs all cost of materials T&P, labour and carriage upto site of work				
	Qty 9463.00	Cft. @ Rs.	9790.39	Per % 0Cft	926465
3	BRICK ON EDGING				
	Laying Brick on end edging including supplying 9"x4 1/2"x3" first class bricks, excavation for laying edging with small size parallel to the road. Rate includes all cost of materials, T&P, labours, and carriage upto site of work				
	Qty 3154.00	Cft. @ Rs.	2732.33	Per % 0Cft	86178
4	BASE COURSE				
	Preparing base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of (3") to proper camber and grade including supplying and spreading 15 Cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHO specifications (Rate includes providing and using templates, camber plates, screens, forms etc. as directed) Rate includes all cost of materials, T&P, labours and carriage upto site of work				
	Qty 4731.00	Cft. @ Rs.	10930.68	Per % 0Cft	517130
5	THREE COAT SURFACE DRESSING				
	Providing surface dressing three coat on new or existing surface with 79 lbs Bitumen of 80/100 penetration and 9.75 cft of crush ba,ri of required size of 3/4"=3/8", including cleaning the road surface, rolling after each etc. complete. Rate includes all cost of materials, labours, T&P, and carriage upto site of work.				
	Qty 18926.00	Cft. @ Rs.	4279.14	Per % 0Cft	809870
				Total Rs.	2994329
	Add: Different Cost of Bitument 6.675 @ Rs 3267			Rs.	21807
				G.Total Rs.	3016136

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B'

CONSTRUCTION OF ROAD FROM MIRPURKHAS UMERKOT LINK ASAIN BANK ROAD 13TH HIRAL TO VILLAGE ABDUL GHAFOOR ARISAR MILE 0/0-0/2 (0.40 KMS)

S.No	Item of Work	Quantity	Rate	Unit	Amount
1	EXCAVATION Excavation in foundation of building, bridges and others Structures i/c dagbelling dressing refilling around structure with excavated earth Watering and remaining up to lead 5 feet (b) in ordinary soil. Qty	1056.00 Cft @ Rs	3176.25	Per % 0 Cft	Rs. 3354.00
2	CEMENT CONCRETE RATION (1:4:8) Cement Concrete brick or stone ballast 1 1/2 to 2" gauge ratio 1:4:8 Qty	239.00 Cft @ Rs	9416.28	Per % Cft	Rs. 22505.00
3	PACCA BRICK WORK RTION 1:4 Pacca brick work in foundation & plinth in concrete sand mortar ratio 1:4 Qty	443.00 Cft @ Rs	12501.41	Per % Cft	Rs. 55381.00
4	CEMENT CONCRETE (1:2:4) Cement Concrete plain including placing, compacting, finishing and curring, complete (including screening and washing of stone aggregate without shuttering (Ration 1:2:4). Qty	80.00 Cft @ Rs	14429.25	Per % Cft	Rs. 11543.00
5	FABRICATION Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making and joints and fastening i.c cost of binding wire also i/c removal of rust from bars Qty	5.30 Cft @ Rs.	4820.20	Per CWt	Rs. 25547.00
6	R.C.C WORK RATION 1:2:4 RCC work i/c all labour & material except the cost of steel reinforcement and it s labour for bending binding which will be paid separately. This rate also i.e all kinds of forms moulds lifting shuttering curing rendering washing the exposed surface inc Qty	81.00 Cft @ Rs	337.00	Per CWt	Rs. 27297.00
7	BRICK ON EDGE FLOORING Brick on edge flooring laid in 1 6 cement mortar over a bed, 3/4" thick cement mortar Ratio 1:6 Qty	63.00 Cft @ Rs	5256.63	Per % Sft	Rs. 3312.00
8	ERECTION AND REMOVAL Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood (2nd class) (a) Vertical Qty	93.00 Cft @ Rs	3127.41	Per % Sft	Rs. 2908.00
9	CEMENT PLASTER RATION 1:3 Cement Plaster 1:3 upto 20.0' height 1/2" thick Qty	256.00 Cft @ Rs.	2344.59	Per %sft	Rs. 6002.00
				Total Rs.	157849.00

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SPECIAL CONDITIONS

The minimum monthly progress of each type of road roller for consolidated hard crust is as under. -

14-18 Tons Road Roller

Purchased before 1970 20000 Cft.

Purchased after 1970 30000 Cft.

14-18 Tons Road Roller

Purchased before 1970 16000 Cft.

Purchased after 1970 24000 Cft

In case the minimum out put is les then the above the following penal rates will be charges

i) 90 to 100 Present achievement No. Penalty.

ii) 60 to 90 Percent achievement 30% extra rental value.

iii) 30 to 60 Percent achievement 60% extra rental value.

The rent will be charged for the whole month irrespective of the condition of the Roller No. rent will be charged only in case the roller is shifted by the Department for other woks or for major repairs.

NOTE:

1 Deduction for shrinking from the Bank measurement will be made as under

'A' At 10% if earth work is done through manual labour (Man donkey & draglines)

'B' At 3% to 6% if earth work is done through machine (Tractors and Scrapers)

2 As a result of subsequent sanction to the estimate should there be any variation in the quantities and rates of sanctioned estimate and these provided in Schedule 'B' of the tender, the contractors shall abide by the rates and qualities of sanctioned estimate.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

S.#: 03

COMPARATIVE STATEMENT

NAME OF WORK: - Construction of road from Dhoronaro Ghulam Nabi Shah road to village Ali Muhammad Walhari mile 0/0-0/2 (0.40 kms)Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

ESTIMATED COST RS. 3.1100 EARNEST MONEY RS 62200

DATE OF ISSUE : - 02.11.2012 DATE OF OPENNING: 02.11.2012

S.#	NAME OF CONTRACTOR/FIRM	RATE QUOTED		REMARKS
		PART-A (ROAD WORK)	PART-B MASSONARY STRUCTURE	
1	M/s Rajumalani Qureshi	15% Below	5% Above	Highest
2	M/s. Mubarakh & Co Samoon.	15.50% Below	4% Above	Highest
	M/s Balaji Enterprises	20.16% Below	3.50% Above	Lowest

Certified that tender were received duly sealed and Mr./M/s. Balaji Enterprises Government contractor found lowest.

DIVISIONAL ACCOUNT OFFICER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SUPERITENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

2

S.#: A3/2

ISSUED TO M/S/MR S Balaji Enterprises

VIDE D.R NO. 1458 DATED: 2-11-2012

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

TENDER FOR WORK: - **Construction of road from Dhoronaro Ghulam Nabi Shah road to village Ali Muhammad Walhari mile 0/0-0/2 (0.40 kms)Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

I/We hereby tender for the execution for the Government of Sindh (herein before and herein after referred to as "Government") if the work specified in the under written memorandum within the time specified in such memorandum at Rs 90.16/Bala/3.00/Dhm present below/above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respect with the specifications/designs, drawings and instructions in writing refer to in rule hereof and in clause 12 of the annexed conditions of contract and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be an provided in schedule "A" appended therewith

MEMORANDUM

a) General Description - **Construction of road from Dhoronaro Ghulam Nabi Shah road to village Ali Muhammad Walhari mile 0/0-0/2 (0.40 kms)Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

b)	Estimated Cost: -	3.11000	(M)
c)	Earnest Money -	0.06220	(M)
d)	Security Deposit i/c Earnest Money 5%	0.15550	(M)
e)	Percentage if any to be deducted from bill in 9% Percent	0.27990	(M)
f)	Time allowed for completion of the work from date of written order to commence 6 Months	6	Months

Should this tender be accepted I/We hereby agree to abide by and fulfill the term and provisions of the conditions of contract annexed hereto as for as applicable and default thereof forfeit and pay to Government the sum of money mentioned in the said conditions.

In respect of the sum of Rs 62300/- call Deposit No 546786 Date 1/11/12 from MCB Hyd. Bank is herewith forwarded representing earnest money the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit as shown in the above the memorandum in accordance retained by Government on account of such security deposit as aforesaid or (B) the full value shall be retained by the Government account of the Security specified in Clause-1(B) of the condition

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "A"

The bitumen 80/100 penetration will be arranged by contractor himself from the National Oil Refinery Korangi Karachi at own expenses, for the quality of work as per schedule "B" except in case any increase decrease in the quantity of the work or change at specifications (for which calculation over and above such calculated quantity value be treated as wastage in that case the Department is not bound to pay the excessive amount. Government will not entertain any claims of any kind of shortage of bitumen non-availability of road making Machinery or its break down (during the course of construction) Non-availability of Railway-Wagons or Natural Climaty or any other reasons of any kind what so ever. Road rollers will be supped by the Government, at the following rates of hire charges category-wise if available.

a)	6-8 Tons	Road Rollers	Rs. 15000
b)	8-10 Tons	Road Rollers	Rs. 15000
c)	10-12 Tons	Road Rollers	Rs. 15000
d)	v.v.12 Tons	Road Rollers	Rs. 20000
e)	Itefaque Tons	Road Rollers	Rs. 15000

The contractors will give on under taking that the roller will be services at the least once a week P.O.L and normal day to day repairs of the Roller will also be the responsibility of the contractor. The shall also be liable for damages done to machinery due to their back from the contractor in roadwork shop in good conditions. All repairs upto Rs. 500/- will be responsibility of the Contractors they will attend to it themselves. Shifting charges of road Rollers form workshop to the site of work and return back to the workshop of water etc. after completion of work will be recovered for the contractors. Arrangement of water etc will be made by the contractors themselves at their won cost.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B" PART-A

FOR

CONSTRUCTION OF ROAD FORM DHORONARO GHULAM NABISHAH ROAD TO VILLAGE ALI MUHAMMAD WALHARI
MILE 0/0-0/2+330 (0.50 KMS)

S.#	Item of Work	Quantity	Rate	Unit	Amount
1	**FORMATION** Earth work for road embankment by buldozers, including ploughing, mixing, clod breaking, dressing, Compacting with optimum moisture content, Lead upto 100 ft. and lift upto 5.00 ft. in all types of soil exceptrck. If earth work is done by other than depar				
	QTY 106013.47	Cft. @ Rs.	3656.23	Per % 0Cft	387610
	(b) COMPACTION 95-100% DENSITY 1 x 0.3220 x 5280 x 14.00 x 1.00 x 1.03 = 24516.31 Cft				
	QTY 24516.31	Cft. @ Rs.	6190.17	Per % 0Cft	151760
2	**SUB BASE COURSE** Preparing Sub Base Course by supplying and spreading stone metal of 2"-11/2" in gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, i/c hand packing, filling voids with 10 Cft. screening and non plastic quarry fines of approved quality and gauge from approved source watering and compacting to achieve 98-100% density as per modified AASHO specification (Rate i/cs all cost of materials T&P, labour and carriage upto site of work.				
	QTY 10506.99	Cft. @ Rs.	10380.37	Per % 0Cft	1090664
3	**BRICK ON EDGING** Laying Brick on end edging including supplying 9"x4 1/2"x3" first class bricks, excavation for laying edging with small size parallel to the road. Rate includes all cost of materials, T&P, labours, and carriage upto site of work.				
	QTY 3502.33	Cft. @ Rs.	2844.62	Per % 0Cft	99628
4	**BASE COURSE** Preparing base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of (3") to proper camber and grade including supplying and spreading 15 Cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHO specifications (Rate includes providing and using templates, camber plates, screens, forms etc. as directed). Rate includes all cost of materials, T&P, labours and carriage upto site of work.				
	QTY 5253.49	Cft. @ Rs.	11653.51	Per % 0Cft	612216
5	**THREE COAT SURFACE DRESSING** Providing surface dressing three coat on new or existing surface with 79 lbs Bitumen of 80/100 penetration and 9.75 cft of crush bajri of required size of 3/4"-3/8", including cleaning the road surface, rolling after each etc. complete. Rate includes all cost of materials, labours, T&P, and carriage upto site of work.				
	QTY 21013.98	Cft. @ Rs.	4328.75	Per % 0Cft	909643
6	**EARTH WORK ON BERMS** Earth Work for embankment (Berms) from barrow pits including laying in 6" layers, clod breaking, ramming, dressing etc. complete. Lead upto 100 ft. and lift upto 5.0 ft. (in ordinary soil)				
	QTY 17516.03	Cft. @ Rs.	2482.94	Per % 0Cft	43491
			Total	Rs	3295012
	Add: Different Cost of Bitument 6.178 @ Rs 3267			Rs	20182
				G.Total Rs.	3315194

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B'

CONSTRUCTION OF ROAD FROM DHORONARO GHULAM NABI SHAH ROAD TO VILLAGE ALI MUHAMMAD WALHARI MILE 0/0-0/2 (0.40 KMS)

S.No	Item of Work	Quantity	Rate	Unit	Amount
1	**EXCAVATION** Excavation in foundation of building, bridges and others Structures i/c dagbelling dressing refilling around structure with excavated earth Watering and remaining up to lead 5 feet (b) In ordinary soil.				
	Qty	1057.09 Cft @ Rs	3176.25	Per % 0 Cft	Rs 3357.58
2	**CEMENT CONCRETE RATION (1:4:8)** Cement Concrete brick or stone ballast 1 1/2 to 2" gauge ratio 1:4:8				
	Qty	239.71 Cft @ Rs	9416.28	Per % Cft	Rs 22571.68
3	**PACCA BRICK WORK RTION 1:4** Pacca brick work in foundation & plinth in concrete sand mortar ratio 1:4				
	Qty	441.62 Cft @ Rs	12501.41	Per % Cft	Rs 55206.48
4	**CEMENT CONCRETE (1:2:4)** Cement Concrete plain including placing, compacting, finishing and curring, complete (including screening and washing of stone aggregate without shuttering (Ration 1:2:4).				
	Qty	80.01 Cft @ Rs	14429.25	Per % Cft	Rs 11544.45
5	**FABRICATION** Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making and joints and fastening i.c cost of binding wire also i/c removal of rust from bars				
	Qty	5.30 Cft @ Rs	4820.20	Per CWt	Rs 25541.37
6	**R.C.C WORK RATION 1:2:4** RCC work i/c all labour & material except the cost of steel reinforcement and it's labour for bending binding which will be paid separately. This rate also i.e all kinds of forms moulds lifting shuttering curing rendering washing the exposed surface inc				
	Qty	81.07 Cft @ Rs	337.00	Per CWt	Rs 27320.59
7	**BRICK ON EDGE FLOORING** Brick on edge flooring laid in 1:6 cement mortar over a bed 3/4" thick cement mortar Ratio 1:6				
	Qty	63.00 Cft @ Rs	5256.63	Per % Sft	Rs 3311.68
8	**ERECTION AND REMOVAL** Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood (2nd class) (a) Vertical				
	Qty	92.02 Cft @ Rs	3127.41	Per % Sft	Rs 2877.84
9	**CEMENT PLASTER RATION 1:3** Cement Plaster 1:3 upto 20.0' height 1/2" thick.				
	Qty	255.60 Cft @ Rs	2344.59	Per %sft	Rs 5992.77
				Total Rs.	157726.64

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SPECIAL CONDITIONS

The minimum monthly progress of each type of road roller for consolidated hard crust is as under: -

14-18 Tons Road Roller

Purchased before 1970 20000 Cft.

Purchased after 1970 30000 Cft.

14-18 Tons Road Roller

Purchased before 1970 16000 Cft.

Purchased after 1970 24000 Cft.

In case the minimum out put is les then the above the following penal rates will be charges

i) 90 to 100 Present achievement No. Penalty.

ii) 60 to 90 Percent achievement 30% extra rental value.

iii) 30 to 60 Percent achievement 60% extra rental value.

The rent will be charged for the whole month irrespective of the condition of the Roller No rent will be charged only in case the roller is shifted by the Department for other woks or for major repairs.

NOTE:

1 Deduction for shrinking from the Bank measurement will be made as under

'A' At 10% if earth work is done through manual labour (Man donkey & draglines)

'B' At 3% to 6% if earth work is done through machine (Tractors and Scrapers)

2 As a result of subsequent sanction to the estimate should there be any variation in the quantities and rates of sanctioned estimate and these provided in Schedule 'B' of the tender, the contractors shall abide by the rates and qualities of sanctioned estimate

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

S.#: 4

COMPARATIVE STATEMENT

NAME OF WORK: - Construction of road from Raja Rasti Jatuu Palli (Kamel Mangrio road) to village Manzoor Palli mile 0/0-0/2+330 (0.50 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

ESTIMATED COST RS. 3.1150 EARNEST MONEY RS 62300

DATE OF ISSUE : - 02.11.2012 DATE OF OPENNING: 02.11.2012

S.#	NAME OF CONTRACTOR/FIRM	RATE QUOTED		REMARKS
		PART-A (ROAD WORK)	PART-B MASSONARY - STRUCTURE	
1	M/S Raizuddin Qurashi	15.50% Below	3% Above	Highest
2	Mr:- Atta Mohammad.	14% Below	5% Above	Highest
3	Mr:- Ghulam Mohammad Sangjo.	16% Below	2.40% Above	Lowest.

Certified that tender were received duly sealed and Mr./M/s. Ghulam Mohammad Sangjo. Government contractor found lowest.

DIVISIONAL ACCOUNT OFFICER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SUPERITENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

S.#: 4

ISSUED TO M/S/MR. Ghulam M. Sanjo

VIDE D.R NO. 1451 DATED: 09/11/12

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

TENDER FOR WORK: - **Construction of road from Raja Rasti Jatuu Palli (Kamel Mangrio road) to village Manzoor Palli mile 0/0-0/2+330 (0.50 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

I/We hereby tender for the execution for the Government of Sindh (herein before and herein after referred to as "Government") if the work specified in the under written memorandum within the time specified in such memorandum at Part. A-16/Below / Part. B-2.40/Above present below/above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respect with the specifications/designs, drawings and instructions in writing refer to in rule hereof and in clause 12 of the annexed conditions of contact and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be an provided in schedule "A" appended therewith.

MEMORANDUM

a) General Description - **Construction of road from Raja Rasti Jatuu Palli (Kamel Mangrio road) to village Manzoor Palli mile 0/0-0/2+330 (0.50 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

b)	Estimated Cost -	3.11500	(M)
c)	Earnest Money -	0.06230	(M)
d)	Security Deposit i/c Earnest Money 5%	0.15575	(M)
e)	Percentage if any to be deducted from bill in 9% Percent	0.28035	(M)
f)	Time allowed for completion of the work from date of written order to commence 6 Months	6	Months

Should this tender be accepted I/We hereby agree to abide by and fulfill the term and provisions of the conditions of contract annexed hereto as for as applicable and default thereof forfeit and pay to Government the sum of money mentioned in the said conditions.

In respect of the sum of Rs 62,300/- call Deposit No 2583971 Date 1-11-12 from U.B.L. Umerkot Bank is herewith forwarded representing earnest money the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit as shown in the above the memorandum in accordance retained by Government on account of such security deposit as aforesaid or (B) the full value shall be retained by the Government account of the Security specified in Clause-1(B) of the condition.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "A"

The bitumen 80/100 penetration will be arranged by contractor himself from the National Oil Refinery Korangi Karachi at own expenses, for the quality of work as per schedule "B" except in case any increase decrease in the quantity of the work or change at specifications (for which calculation over and above such calculated quantity value be treated as wastage in that case the Department is not bound to pay the excessive amount. Government will not entertain any claims of any kind of shortage of bitumen non-availability of road making Machinery or its break down (during the course of construction) Non-availability of Railway-Wagons or Natural Climaty or any other reasons of any kind what so ever. Road rollers will be supped by the Government, at the following rates of hire charges category-wise if available

a)	6-8 Tons	Road Rollers	Rs. 15000
b)	8-10 Tons	Road Rollers	Rs. 15000
c)	10-12 Tons	Road Rollers	Rs. 15000
d)	v.v.12 Tons	Road Rollers	Rs. 20000
e)	Itefaque Tons	Road Rollers	Rs. 15000

The contractors will give on under taking that the roller will be services at the least once a week P O L and normal day to day repairs of the Roller will also be the responsibility of the contractor. The shall also be liable for damages done to machinery due to their back from the contractor in roadwork shop in good conditions. All repairs upto Rs. 500/- will be responsibility of the Contractors they will attend to it themselves. Shifting charges of road Rollers form workshop to the site of work and return back to the workshop of water etc. after completion of work will be recovered for the contractors. Arrangement of water etc will be made by the contractors themselves at their won cost.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B'

CONSTRUCTION OF ROAD FROM RAJA RASTI JATUU PALLI (KAMEL MANGRIO ROAD) TO VILLAGE MANZOOR PALLI MILE 0/0-0/2+330 (0.50 KMS)

S.No	Item of Work	Quantity	Rate	Unit	Amount
1.	**EXCAVATION** Excavation in foundation of building, bridges and others Structures i/c dagbelling dressing refilling around structure with excavated earth Watering and remaining up to lead 5 feet (b) In ordinary soil. Qty	1057.09 Cft @ Rs.	3176.25	Per % 0 Cft	Rs. 3357.58
2	**CEMENT CONCRETE RATION (1:4:8)** Cement Concrete brick or stone ballast 1 1/2 to 2" gauge ratio 1:4:8 Qty	239.71 Cft @ Rs.	9416.28	Per % Cft	Rs. 22571.88
3	**PACCA BRICK WORK RTION 1:4** Pacca brick work in foundation & plinth in concrete sand mortar ratio 1:4 Qty	441.62 Cft @ Rs.	12501.41	Per % Cft	Rs. 55208.48
4	**CEMENT CONCRETE (1:2:4)** Cement Concrete plain including placing, compacting, finishing and curring, complete (including screening and washing of stone aggregate without shuttering (Ration 1:2:4). Qty	80.01 Cft @ Rs.	14429.25	Per % Cft	Rs. 11544.45
5	**FABRICATION** Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making and joints and fastening i.c cost of binding wire also i/c removal of rust from bars Qty	5.30 Cft @ Rs.	4820.20	Per CWt	Rs. 25541.37
6	**R.C.C WORK RATION 1:2:4** RCC work i/c all labour & material except the cost of steel reinforcement and it's labour for bending binding which will be paid separately. This rate also i.e all kinds of forms moulds lifting shuttering curing rendering washing the exposed surface inc Qty	81.07 Cft @ Rs.	337.00	Per CWt	Rs. 27320.59
7	**BRICK ON EDGE FLOORING** Brick on edge flooring laid in 1:6 cement mortar over a bed, 3/4" thick cement mortar Ratio 1:6 Qty	63.00 Cft @ Rs.	5256.63	Per % Sft	Rs. 3311.68
8	**ERECTION AND REMOVAL** Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood (2nd class) (a) Vertical. Qty	92.02 Cft @ Rs.	3127.41	Per % Sft	Rs. 2877.84
9	**CEMENT PLASTER RATION 1:3** Cement Plaster 1:3 upto 20.0' height 1/2" thick. Qty	255.60 Cft @ Rs.	2344.59	Per %sft	Rs. 5992.77
				Total Rs.	157726.64

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B"

FOR

CONSTRUCTION OF ROAD FORM RAJA RASTI JATUU PALLI (KAMAL MANGRIO ROAD) TO VILLAGE MANZOOR PALLI MILE 0/0-0/2+330 (0.50 KMS)

S.#	Item of Work	Quantity	Rate	Unit	Amount
1	**FORMATION** Earth work for road embankment by buldozers, including ploughing, mixing, clod breaking, dressing. Compacting with optimum moisture content. Lead upto 100 ft. and lift upto 5.00 ft. in all types of soil exceptrck. If earth work is done by other than depar.				
	(a) COMPACTING UPTO 85% DENSITY Qty 108660.81	Cft. @ Rs.	3656.23	Per % 0Cft	397289
	(b) COMPACTION 95-100% DENSITY Qty 25087.34	Cft. @ Rs.	6190.17	Per % 0Cft	155295
2	**SUB BASE COURSE** Preparing Sub Base Course by supplying and spreading stone metal of 2"-11/2" in gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, i/c hand packing, filling voids with 10 Cft. screening and non plastic quarry fines of approved quality and gauge from approved source watering and compacting to achieve 98-100% density as per modified AASHO specification (Rate i/cs all cost of materials T&P, labour and carriage upto site of work. Qty 10751.72	Cft. @ Rs.	10380.37	Per % 0Cft	1116068
3	**BRICK ON EDGING** Laying Brick on end edging including supplying 9"x4 1/2"x3" first class bricks, excavation for laying edging with small size parallel to the road. Rate includes all cost of materials, T&P, labours, and carriage upto site of work. Qty 3583.91	Cft. @ Rs.	2750.80	Per % 0Cft	98586
4	**BASE COURSE** Preparing base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of (3") to proper camber and grade including supplying and spreading 15 Cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHO specifications (Rate includes providing and using templates, camber plates, screens, forms etc. as directed). Rate includes all cost of materials, T&P, labours and carriage upto site of work. Qty 5375.86	Cft. @ Rs	11460.75	Per % 0Cft	616114
5	**THREE COAT SURFACE DRESSING** Providing surface dressing three coat on new or existing surface with 79 lbs Bitumen of 80/100 penetration and 9.75 cft of crush bajri of required size of 3/4"=3/8", including cleaning the road surface, rolling after each etc complete. Rate includes all cost of materials, labours, T&P, and carriage upto site of work. Qty 21503.43	Cft. @ Rs.	4317.65	Per % 0Cft	928486
6	**EARTH WORK ON BERMS** Earth Work for embankment (Berms) from barrow pits including laying in 6" layers, clod breaking, ramming, dressing etc. complete. Lead upto 100 ft. and lift upto 5.0 ft. (in ordinary soil) Qty 17924.01	Cft. @ Rs.	2482.94	Per % 0Cft	44504
				Total Rs.	3356342
	Add: Different Cost of Bitument 6.321 @ Rs. 3267			Rs.	20652
				G.Total Rs.	3376994

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SPECIAL CONDITIONS

The minimum monthly progress of each type of road roller for consolidated hard crust is as under. -

14-18 Tons Road Roller

Purchased before 1970 20000 Cft.

Purchased after 1970 30000 Cft.

14-18 Tons Road Roller

Purchased before 1970 16000 Cft.

Purchased after 1970 24000 Cft.

In case the minimum out put is les then the above the following penal rates will be charges

i) 90 to 100 Present achievement No. Penalty

ii) 60 to 90 Percent achievement 30% extra rental value

iii) 30 to 60 Percent achievement 60% extra rental value

The rent will be charged for the whole month irrespective of the condition of the Roller No. rent will be charged only in case the roller is shifted by the Department for other woks or for major repairs.

NOTE:

1 Reduction for shrinking from the Bank measurement will be made as under

'A' At 10% if earth work is done through manual labour (Man donkey & draglines)

'B' At 3% to 6% if earth work is done through machine (Tractors and Scrapers)

2 As a result of subsequent sanction to the estimate should there be any variation in the quantities and rates of sanctioned estimate and these provided in Schedule 'B' of the tender, the contractors shall abide by the rates and qualities of sanctioned estimate.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

S.#: 5

COMPARATIVE STATEMENT

Construction of road from Buslan pucca more (Padhrio farm road) to otaque Sajan Khan Chandio mile 0/0-012+330 (0.50 kms) Schemes proposed by Nawab Yousuf Talpur MNA NA-218 Umerkot under Prime Minister Directive 5 [illegible] am

ESTIMATED COST RS. 3.1050

EARNEST MONEY RS 62100

DATE OF ISSUE : - 02.11.2012

DATE OF OPENNING: 02.11.2012

S.#	NAME OF CONTRACTOR/FIRM	RATE QUOTED		REMARKS
		PART-A (ROAD WORK)	PART-B MASSONARY STRUCTURE	
1	Mr Ghulam Mohammad. Sangi'o.	15% Below	4% Above	Highest
2	Mr. Param.	20% Below	5% Above	Highest
	M/s Balaji Enterprises	20.50% Below	2.40% Above	Lowest

Certified that tender were received duly sealed and ~~Mr./~~M/s. Balaji Enterprises Government contractor found lowest.

DIVISIONAL ACCOUNT OFFICER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SUPERITENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

S.#: 5

ISSUED TO M/S/MR. Balaji Enterprises

VIDE D.R NO. 1458 DATED: 2-11-2012

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

TENDER FOR WORK: - **Construction of road from Bustan pucca more (Padhario farm road) to otaque Sajan Khan Chandio mile 0/0-0/2+330 (0.50 kms)Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

I/We hereby tender for the execution for the Government of Sindh (herein before and herein after referred to as "Government") if the work specified in the under written memorandum within the time specified in such memorandum at 20.50/Below/B, 2.40/Above present below/above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respect with the specifications/designs, drawings and instructions in writing refer to in rule hereof and in clause 12 of the annexed conditions of contact and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be an provided in schedule "A" appended therewith.

MEMORANDUM

a)	General Description: -	**Construction of road from Bustan pucca more (Padhario farm road) to otaque Sajan Khan Chandio mile 0/0-0/2+330 (0.50 kms)Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**	
b)	Estimated Cost: -	3.10500	(M)
c)	Earnest Money: -	0.06210	(M)
d)	Security Deposit i/c Earnest Money 5%	0.15525	(M)
e)	Percentage if any to be deducted from bill in 9% Percent	0.27945	(M)
f)	Time allowed for completion of the work from date of written order to commence 6 Months	6	Months

Should this tender be accepted I/We hereby agree to abide by and fulfill the term and provisions of the conditions of contract annexed hereto as for as applicable and default thereof forfeit and pay to Government the sum of money mentioned in the said conditions

In respect of the sum of Rs 62100/- call Deposit No 2487 85 Date 1/11/12 from Mrs Bhag. Bank is herewith forwarded representing earnest money the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit as shown in the above the memorandum in accordance retained by Government on account of such security deposit as aforesaid or (B) the full value shall be retained by the Government account of the Security specified in Clause-1(B) of the condition.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "A"

The bitumen 80/100 penetration will be arranged by contractor himself from the National Oil Refinery Korangi Karachi at own expenses, for the quality of work as per schedule "B" except in case any increase decrease in the quantity of the work or change at specifications (for which calculation over and above such calculated quantity value be treated as wastage in that case the Department is not bound to pay the excessive amount. Government will not entertain any claims of any kind of shortage of bitumen non-availability of road making Machinery or its break down (during the course of construction) Non-availability of Railway-Wagons or natural Climaty or any other reasons of any kind what so ever. Road rollers will be supped by the Government, at the following rates of hire charges category-wise if available.

a)	6-8 Tons	Road Rollers	Rs. 15000
b)	8-10 Tons	Road Rollers	Rs. 15000
c)	10-12 Tons	Road Rollers	Rs. 15000
d)	v v 12 Tons	Road Rollers	Rs. 20000
e)	Itefaque Tons	Road Rollers	Rs. 15000

The contractors will give on under taking that the roller will be services at the least once a week P.O.L and normal day to day repairs of the Roller will also be the responsibility of the contractor. The shall also be liable for damages done to machinery due to their back from the contractor in roadwork shop in good conditions. All repairs upto Rs. 500/- will be responsibility of the Contractors they will attend to it themselves. Shifting charges of road Rollers form workshop to the site of work and return back to the workshop of water etc. after completion of work will be recovered for the contractors. Arrangement of water etc will be made by the contractors themselves at their won cost.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B" PART-A

FOR

CONSTRUCTION OF ROAD FORM BUSTAN PUCCA MORE (PADHARIO FARM ROAD) TO OTAQUE SAJAN KHAN CHANDIO MIL

0/0-0/2+330 (0.50 KMS)

S.#	Item of Work	Quantity	Rate	Unit	Amount
1	**FORMATION**				
	Earth work for road embankment by buldozers including ploughing, mixing, clod breaking, dressing Compacting with optimum moisture content. Lead upto 100 ft and lift upto 5.00 ft in all types of soil exceptrck. If earth work is done by other than depar				
	QTY 98886.25	Cft. @ Rs.	3656.23	Per % 0Cft	361551
	(b) COMPACTION 95-100% DENSITY				
	QTY 23069.69	Cft. @ Rs.	6190.17	Per % 0Cft	142805
2	**SUB BASE COURSE**				
	Preparing Sub Base Course by supplying and spreading stone metal of 2"-11/2" in gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, i/c hand packing, filling voids with 10 Cft. screening and non plastic quarry fines of approved quality and gauge from approved source watering and compacting to achieve 98-100% density as per modified AASHO specification. (Rate i/cs all cost of materials T&P, labour and carriage upto site of work.				
	QTY 9887.01	Cft. @ Rs.	10653.91	Per % 0Cft	1053353
3	**BRICK ON EDGING**				
	Laying Brick on end edging including supplying 9"x4 1/2"x3" first class bricks, excavation for laying edging with small size parallel to the road. Rate includes all cost of materials, T&P, labours, and carriage upto site of work.				
	QTY 3295.67	Cft. @ Rs.	2844.58	Per % 0Cft	93748
4	**BASE COURSE**				
	Preparing base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of (3") to proper camber and grade including supplying and spreading 15 Cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHTO specifications (Rate includes providing and using templates, camber plates, screens, forms etc. as directed). Rate includes all cost of materials, T&P, labours and carriage upto site of work.				
	QTY 4943.51	Cft. @ Rs.	11743.87	Per % 0Cft	580559
5	**THREE COAT SURFACE DRESSING**				
	Providing surface dressing three coat on new or existing surface with 79 lbs Bitumen of 80/100 penetration and 9.75 cft of crush bajri of required size of 3/4"=3/8", including cleaning the road surface, rolling after each etc. complete. Rate includes all cost of materials, labours, T&P, and carriage upto site of work.				
	QTY 19774.02	Cft. @ Rs.	4370.5	Per % 0Cft	864224
6	**EARTH WORK ON BERMS**				
	Earth Work for embankment (Berms) from barrow pits including laying in 6" layers, clod breaking, ramming, dressing etc. complete. Lead upto 100 ft. and lift upto 5.0 ft. (in ordinary soil)				
	QTY 16482.47	Cft. @ Rs.	2482.94	Per % 0Cft	40925
				Total Rs.	3137165
	Add: Different Cost of Bitument 5.813 @ Rs. 3267			Rs.	18991
				G.Total Rs.	3156156

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B'

CONSTRUCTION OF ROAD FROM BUSTAN PUCCA MORE (PADHARIO FARM ROAD) TO OTAQUE SAJAN KHAN CHANDIO MILE 0/0-0/2+330 (0.50 KMS)

S.No	Item of Work	Quantity	Rate	Unit	Amount
1	**EXCAVATION** Excavation in foundation of building, bridges and others Structures i/c dagbelling dressing refilling around structure with excavated earth Watering and remaining up to lead 5 feet (b) In ordinary soil Qty	1057.09 Cft @ Rs.	3176.25	Per % 0 Cft	Rs. 3357.58
2	**CEMENT CONCRETE RATION (1:4:8)** Cement Concrete brick or stone ballast 1 1/2 to 2" gauge ratio 1:4:8 Qty	239.71 Cft @ Rs.	9416.28	Per % Cft	Rs. 22571.68
3	**PACCA BRICK WORK RTION 1:4** Pacca brick work in foundation & plinth in concrete sand mortar ratio 1:4 Qty	441.62 Cft @ Rs.	12501.41	Per % Cft	Rs. 55208.48
4	**CEMENT CONCRETE (1:2:4)** Cement Concrete plain including placing, compacting finishing and curring, complete (including screening and washing of stone aggregate without shuttering (Ration 1:2:4). Qty	80.01 Cft @ Rs.	14429.25	Per % Cft	Rs. 11544.45
5	**FABRICATION** Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making and joints and fastening i.c cost of binding wire also i/c removal of rust from bars Qty	5.30 Cft @ Rs.	4820.20	Per CWt	Rs. 25541.37
6	**R.C.C WORK RATION 1:2:4** RCC work i/c all labour & material except the cost of steel reinforcement and it's labour for bending binding which will be paid separately. This rate also i.e all kinds of forms moulds lifting shuttering curing rendering washing the exposed surface inc Qty	81.07 Cft @ Rs.	337.00	Per CWt	Rs. 27320.59
7	**BRICK ON EDGE FLOORING** Brick on edge flooring laid in 1:6 cement mortar over a bed, 3/4" thick cement mortar Ratio 1:6 Qty	63.00 Cft @ Rs.	5256.63	Per % Sft	Rs. 3311.68
8	**ERECTION AND REMOVAL** Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood (2nd class) (a) Vertical. Qty	92.02 Cft @ Rs.	3127.41	Per % Sft	Rs. 2877.84
9	**CEMENT PLASTER RATION 1:3** Cement Plaster 1:3 upto 20.0' height 1/2" thick Qty	255.60 Cft @ Rs.	2344.59	Per %sft	Rs. 5992.77
				Total Rs.	157723.64

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SPECIAL CONDITIONS

The minimum monthly progress of each type of road roller for consolidated hard crust under: -

14-18 Ton ad Roller

Purchased re 1970 20000 Cft.

Purchased r 1970 30000 Cft.

14-18 Ton d Roller

Purchased e 1970 16000 Cft.

Purchased r 1970 24000 Cft.

In case the minimum out put is les then the above the following penal rates will be

i) 90 to 100 Present achievement No. Penalty

ii) 60 to 90 Percent achievement 30% extra rental value

iii) 30 to 60 Percent achievement 60% extra rental value.

The rent will be charged for the whole month irrespective of the condition of the Roller rent will be charged only in case the roller is shifted by the Department for other work or repairs.

NOTE:

uction for shrinking from the Bank measurement will be made as under

10% if earth work is done through manual labour (Man donkey & draglines)

% to 6% if earth work is done through machine (Tractors and Scrapers)

a result of subsequent sanction to the estimate should there be any variation in quantities and rates of sanctioned estimate and these provided in Schedule 'B' of tender, the contractors shall abide by the rates and qualities of sanctioned mate.

TOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

S.#: 6

(5)

COMPARATIVE STATEMENT

NAME OF WORK: - Construction of road from Samaro Umerkot (Qabool Mangrio) road to village Hashim Kehri mile 0/0-0/2+50 (0.40 kms)Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

ESTIMATED COST RS. 3.1150

EARNEST MONEY RS 62300

DATE OF ISSUE : - 09.11.2012

DATE OF OPENNING: 09.11.2012

S.#	NAME OF CONTRACTOR/FIRM	RATE QUOTED		REMARKS
		PART-A (ROAD WORK)	PART-B MASSONARY STRUCTURE	
1	Mr. Prem.	20.50% Below	4% Above	Highest
2	Mr. Bukhari Buildh.	20% Below	3% Above	Highest
3	Mr. Kamlesh Kumar	21% Below	2.60% Above	Lowest

Certified that tender were received duly sealed and Mr./~~M/s.~~ Kamlesh Kumar Government contractor found lowest.

DIVISIONAL ACCOUNT OFFICER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SUPERITENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

S.#: 6

ISSUED TO M/S/MR. M. Kamlesh G/C

VIDE D.R NO. 1453- DATED: 2-11-2012

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

TENDER FOR WORK: - **Construction of road from Samaro Umerkot (Qabool Mangrio) road to village Hashim Kehri mile 0/0-0/2+50 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

I/We hereby tender for the execution for the Government of Sindh (herein before and herein after referred to as "Government") if the work specified in the under written memorandum within the time specified in such memorandum at Part-A-21 Below Part-B-2 6c/above present below/above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respect with the specifications/designs, drawings and instructions in writing refer to in rule hereof and in clause 12 of the annexed conditions of contact and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be an provided in schedule "A" appended therewith

MEMORANDUM

a) General Description - **Construction of road from Samaro Umerkot (Qabool Mangrio) road to village Hashim Kehri mile 0/0-0/2+50 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

b)	Estimated Cost -	3 11500	(M)
c)	Earnest Money -	0 06230	(M)
d)	Security Deposit i/c Earnest Money 5%	0 15575	(M)
e)	Percentage if any to be deducted from bill in 9% Percent.	0 28035	(M)
f)	Time allowed for completion of the work from date of written order to commence 6 Months	6	Months

Should this tender be accepted I/We hereby agree to abide by and fulfill the term and provisions of the conditions of contract annexed hereto as for as applicable and default thereof forfeit and pay to Government the sum of money mentioned in the said conditions.

In respect of the sum of Rs 62000/- call Deposit No 0712742 Date 2/11/2012 from MCB G. Kot Bank is herewith forwarded representing earnest money the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit as shown in the above the memorandum in accordance retained by Government on account of such security deposit as aforesaid or (B) the full value shall be retained by the Government account of the Security specified in Clause-1(B) of the condition.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

Certified that I/We have read all the Clauses of Printed B-1 agreement and agreed.

SCHEDULE "A"

The bitumen 80/100 penetration will be arranged by contractor himself from the National Oil Refinery Korangi Karachi at own expenses, for the quality of work as per schedule "B" except in case any increase decrease in the quantity of the work or change at specifications (for which calculation over and above such calculated quantity value be treated as wastage in that case the Department is not bound to pay the excessive amount Government will not entertain any claims of any kind of shortage of bitumen non-availability of road making Machinery or its break down (during the course of construction) Non-availability of Railway-Wagons or Natural Climaty or any other reasons of any kind what so ever. Road rollers will be supped by the Government, at the following rates of hire charges category-wise if available

a)	6-8 Tons	Road Rollers	Rs. 15000
b)	8-10 Tons	Road Rollers	Rs. 15000
c)	10-12 Tons	Road Rollers	Rs. 15000
d)	v.v.12 Tons	Road Rollers	Rs. 20000
e)	Ilefaque Tons	Road Rollers	Rs. 15000

The contractors will give on under taking that the roller will be services at the least once a week P.O.L and normal day to day repairs of the Roller will also be the responsibility of the contractor. The shall also be liable for damages done to machinery due to their back from the contractor in roadwork shop in good conditions. All repairs upto Rs. 500/- will be responsibility of the Contractors they will attend to it themselves. Shifting charges of road Rollers form workshop to the site of work and return back to the workshop of water etc. after completion of work will be recovered for the contractors. Arrangement of water etc will be made by the contractors themselves at their won cost

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B"

FOR

CONSTRUCTION OF ROAD FORM SAMARO UMERKOT (QABOOL MANGRIO) ROAD TO VILLAGE HASHIM KEHRI MILE 0/0-0/2+50 (0.40 KMS)

S.#	Item of Work	Quantity	Rate	Unit	Amount
1	**FORMATION**				
	Earth work for road embankment by buldozers, including ploughing, mixing, clod breaking, dressing Compacting with optimum moisture content Lead upto 100 ft and lift upto 5.00 ft in all types of soil exceptrck If earth work is done by other than depar				
	Say Qty	104834.27	Cft @ Rs	3656.23	Per % 0Cft	383298
	(b) COMPACTION 95-100% DENSITY				
	Say Qty	24516.31	Cft @ Rs	6190.17	Per % 0Cft	151760
2	**SUB BASE COURSE**				
	Preparing Sub Base Course by supplying and spreading stone metal of 2"-1 1/2" in gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade. i/c hand packing filling voids with 10 Cft screening and non plastic quarry fines of approved quality and gauge from approved source watering and compacting to achieve 98-100% density as per modified AASHO specification (Rate i/cs all cost of materials T&P labour and carriage upto site of work				
	Say Qty	10506.99	Cft @ Rs	10520.05	Per % 0Cft	1105340
3	**BRICK ON EDGING**				
	Laying Brick on end edging including supplying 9"x4 1/2"x3" first class bricks, excavation for laying edging with small size parallel to the road. Rate includes all cost of materials, T&P, labours, and carriage upto site of work				
	Say Qty	3502.33	Cft @ Rs	2729.96	Per % 0Cft	95612
4	**BASE COURSE**				
	Preparing base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of (3") to proper camber and grade including supplying and spreading 15 Cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHO specifications (Rate includes providing and using templates, camber plates, screens, forms etc as directed) Rate includes all cost of materials, T&P, labours and carriage upto site of work				
	Say Qty	5253.49	Cft @ Rs	11605.32	Per % 0Cft	609685
5	**THREE COAT SURFACE DRESSING**				
	Providing surface dressing three coat on new or existing surface with 79 lbs Bitumen of 80/100 penetration and 9.75 cft of crush bajri of required size of 3/4"=3/8", including cleaning the road surface, rolling after each etc complete Rate includes all cost of materials, labours, T&P, and carriage upto site of work				
	Say Qty	21013.98	Cft @ Rs	4325.23	Per % 0Cft	908903
6	**EARTH WORK ON BERMS**				
	Earth Work for embankment (Berms) from barrow pits including laying in 6" layers, clod breaking, ramming, dressing etc complete. Lead upto 100 ft and lift upto 5.0 ft (in ordinary soil)				
	Say Qty	17516.03	Cft @ Rs	2482.94	Per % 0Cft	43491
				Total	Rs	3298090
	Add: Different Cost of Bitument	6.178 @	Rs 3267		Rs	20182
				G.Total	Rs	3318272

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B"

CONSTRUCTION OF ROAD FROM SAMARO UMERKOT (QABOOL MANGRIO) ROAD TO VILLAGE HASHIM KEHRI MILE 0/0-0/2+50 (0.40 KMS)

S.No	Item of Work	Quantity	Rate	Unit	Amount
1	**EXCAVATION**				
	Excavation in foundation of building bridges and others Structures i/c dagbelling dressing refilling around structure with excavated earth Watering and remaining up to lead 5 feet (b) In ordinary soil				
	Qty	1057.09	Cft @ Rs 3176.25	Per % 0 Cft	Rs 3357.58
2	**CEMENT CONCRETE RATION (1:4:8)**				
	Cement Concrete brick or stone ballast 1 1/2 to 2" gauge ratio 1 4 8				
	Qty	239.71	Cft @ Rs 9416.28	Per % Cft	Rs 22571.88
3	**PACCA BRICK WORK RTION 1:4**				
	Pacca brick work in foundation & plinth in concrete sand mortar ratio 1:4				
	Qty	441.62	Cft @ Rs 12501.41	Per % Cft	Rs 55208.48
4	**CEMENT CONCRETE (1:2:4)**				
	Cement Concrete plain including placing, compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering (Ration 1 2 4)				
	Qty	80.01	Cft @ Rs 14429.25	Per % Cft	Rs 11544.45
5	**FABRICATION**				
	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making and joints and fastening i c cost of binding wire also i/c removal of rust from bars				
	Qty	5.30	Cft @ Rs 4820.20	Per CWt	Rs 25541.37
6	**R.C.C WORK RATION 1:2:4**				
	R.C.C Work i/c all labour & material except the cost of steel reinforcement and it's labour for bending binding which will be paid separately This rate also i.e all kinds of forms moulds lifting shuttering curing rendering washing the exposed surface inc				
	Qty	81.07	Cft @ Rs 337.00	Per CWt	Rs 27320.59
7	**BRICK ON EDGE FLOORING**				
	Brick on edge flooring laid in 1:6 cement mortar over a bed 3/4" thick cement mortar Ratio 1:6				
	Qty	63.00	Cft @ Rs 5256.63	Per % Sft	Rs 3311.68
8	**ERECTION AND REMOVAL**				
	Erection and removal of centering for R C C or plain cement concrete works of Partal wood (2nd class) (a) Vertical				
	Qty	92.02	Cft @ Rs 3127.41	Per % Sft	Rs 2877.84
9	**CEMENT PLASTER RATION 1:3**				
	Cement Plaster 1 3 upto 20 0" neight 1/2" thick				
	Qty	255.60	Cft @ Rs 2344.59	Per %sft	Rs 5992.77
				Total Rs.	157726.64

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SPECIAL CONDITIONS

The minimum monthly progress of each type of road roller for consolidated hard crust is as under: -

14-18 Tons Road Roller

Purchased before 1970 20000 Cft

Purchased after 1970 30000 Cft

14-18 Tons Road Roller

Purchased before 1970 16000 Cft.

Purchased after 1970 24000 Cft

In case the minimum out put is les then the above the following penal rates will be charges

i) 90 to 100 Present achievement No. Penalty

ii) 60 to 90 Percent achievement 30% extra rental value

iii) 30 to 60 Percent achievement 60% extra rental value

The rent will be charged for the whole month irrespective of the condition of the Roller No. rent will be charged only in case the roller is shifted by the Department for other woks or for major repairs.

NOTE:

1 Deduction for shrinking from the Bank measurement will be made as under

'A' At 10% if earth work is done through manual labour (Man donkey & draglines)

'B' At 3% to 6% if earth work is done through machine (Tractors and Scrapers)

2 As a result of subsequent sanction to the estimate should there be any variation in the quantities and rates of sanctioned estimate and these provided in Schedule 'B' of the tender, the contractors shall abide by the rates and qualities of sanctioned estimate.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

S.#: 7

COMPARATIVE STATEMENT

NAME OF WORK: - Construction of road from Soofi Fakir Dhoronaro road to village Chango Palli mile 0/0-0/1+165 (0.25 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

ESTIMATED COST RS. 3.1100

EARNEST MONEY RS 62200

DATE OF ISSUE : - 02.11.2012

DATE OF OPENNING: 02.11.2012

S.#	NAME OF CONTRACTOR/FIRM	RATE QUOTED		REMARKS
		PART-A (ROAD WORK)	PART-B MASSONARY STRUCTURE	
1	M/s Naizuddin Qureshi	15% Below	2% Above	Highest
2	M.s. Babar & Co.	14% Below	5% Above	Highest
	Mr. H. M. Iqbal Memon	15.50% Below	1.50% Above	Lowest

Certified that tender were received duly sealed and Mr./~~Mrs.~~ Haji M. Iqbal Memon Government contractor found lowest.

DIVISIONAL ACCOUNT OFFICER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SUPERITENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

S.#: 7

ISSUED TO M/S/MR. Haji M. Iqbal Memon

VIDE D.R NO. 1452 DATED: 2-11-2012

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

TENDER FOR WORK: - **Construction of road from Soofi Fakir Dhoronaro road to village Chango Palli mile 0/0-0/1+165 (0.25 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

I/We hereby tender for the execution for the Government of Sindh (herein before and herein after referred to as "Government") if the work specified in the under written memorandum within the time specified in such memorandum at 15.50/ above/ Part. B 1.50/ above present below/above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respect with the specifications/designs/drawings and instructions in writing refer to in rule hereof and in clause 12 of the annexed conditions of contact and agree that when material for the work are provided by the Government such materials and the rates to be paid for them shall be an provided in schedule "A" appended therewith.

MEMORANDUM

a) General Description. - **Construction of road from Soofi Fakir Dhoronaro road to village Chango Palli mile 0/0-0/1+165 (0.25 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

b)	Estimated Cost: -	3.11000	(M)
c)	Earnest Money: -	0.06220	(M)
d)	Security Deposit i/c Earnest Money 5%	0.15550	(M)
e)	Percentage if any to be deducted from bill in 9% Percent	0.27990	(M)
f)	Time allowed for completion of the work from date of written order to commence 6 Months	6	Months

Should this tender be accepted I/We hereby agree to abide by and fulfill the term and provisions of the conditions of contract annexed hereto as for as applicable and default thereof forfeit and pay to Government the sum of money mentioned in the said conditions.

In respect of the sum of Rs 62200/- call Deposit No. 14009553/12 Date 1/11/12 from Bank DC-Hub Hyd. Bank is herewith forwarded representing earnest money the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit as shown in the above the memorandum in accordance retained by Government on account of such security deposit as aforesaid or (B) the full value shall be retained by the Government account of the Security specified in Clause-1(B) of the condition.

Haji M. Iqbal
CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

Certified that I/We have read all the Clauses of Printed B-1 agreement and agreed.

SCHEDULE "A"

The bitumen 80/100 penetration will be arranged by contractor himself from the National Oil Refinery Korangi Karachi at own expenses, for the quality of work as per schedule "B" except in case any increase decrease in the quantity of the work or change at specifications (for which calculation over and above such calculated quantity value be treated as wastage in that case the Department is not bound to pay the excessive amount. Government will not entertain any claims of any kind of shortage of bitumen non-availability of road making Machinery or its break down (during the course of construction) Non-availability of Railway-Wagons or Natural Climaty or any other reasons of any kind what so ever. Road rollers will be supped by the Government, at the following rates of hire charges category-wise if available.

a)	6-8 Tons	Road Rollers	Rs. 15000
b)	8-10 Tons	Road Rollers	Rs. 15000
c)	10-12 Tons	Road Rollers	Rs. 15000
d)	v.v.12 Tons	Road Rollers	Rs. 20000
e)	Itefaque Tons	Road Rollers	Rs. 15000

The contractors will give on under taking that the roller will be services at the least once a week P.O.L and normal day to day repairs of the Roller will also be the responsibility of the contractor. The shall also be liable for damages done to machinery due to their back from the contractor in roadwork shop in good conditions. All repairs upto Rs. 500/- will be responsibility of the Contractors they will attend to it themselves. Shifting charges of road Rollers form workshop to the site of work and return back to the workshop of water etc. after completion of work will be recovered for the contractors. Arrangement of water etc will be made by the contractors themselves at their won cost.

Haji M [illegible]

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B" PART-A

FOR

CONSTRUCTION OF ROAD FROM SOOFI FAKIR DHORONARO ROAD TO VILLAGE CHANGO PALLI MILE 0/0-0/1+165 (0.25 KMS)

S.#	Item of Work	Quantity	Rate	Unit	Amount
1	**FORMATION** Earth work for road embankment by buldozers, including ploughing, mixing, clod breaking, dressing, Compacting with optimum moisture content, Lead upto 100 ft and lift upto 5.00 ft in all types of soil exceptrck. If earth work is done by other than depar				
	(a) COMPACTING UPTO 85% DENSITY Qty 136128.00	Cft. @ Rs.	3656.23	Per % 0Cft	497715
	(b) COMPACTION 95-100% DENSITY Qty 28715.00	Cft. @ Rs.	6190.17	Per % 0Cft	177751
2	**SUB BASE COURSE** Preparing Sub Base Course by supplying and spreading stone metal of 2"-11/2" in gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, i/c hand packing, filling voids with 10 Cft. screening and non plastic quarry fines of approved quality and gauge from approved source watering and compacting to achieve 98-100% density as per modified AASHO specification (Rate i/cs all cost of materials T&P, labour and carriage upto site of work. Qty 10768.00	Cft. @ Rs.	10093.52	Per % 0Cft	1086870
3	**BRICK ON EDGING** Laying Brick on end edging including supplying 9"x4 1/2"x3" first class bricks, excavation for laying edging with small size parallel to the road. Rate includes all cost of materials, T&P, labours, and carriage upto site of work. Qty 3589.00	Cft. @ Rs.	2732.33	Per % 0Cft	98063
4	**BASE COURSE** Preparing base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of (3") to proper camber and grade including supplying and spreading 15 Cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHO specifications (Rate includes providing and using templates, camber plates, screens, forms etc. as directed) Rate includes all cost of materials, T&P, labours and carriage upto site of work. Qty 5384.00	Cft @ Rs	11268.00	Per % 0Cft	606669
5	**THREE COAT SURFACE DRESSING** Providing surface dressing three coat on new or existing surface with 79 lbs Bitumen of 80/100 penetration and 9.75 cft of crush bajri of required size of 3/4"=3/8", including cleaning the road surface, rolling after each etc. complete Rate includes all cost of materials, labours, T&P, and carriage upto site of work. Qty 21536.00	Cft. @ Rs.	4300.25	Per % 0Cft	926102
6	**EARTH WORK ON BERMS** Earth Work for embankment (Berms) from barrow pits including laying in 6" layers, clod breaking, ramming, dressing etc. complete. Lead upto 100 ft. and lift upto 5.0 ft. (in ordinary soil) Qty 0.00	Cft. @ Rs.	2482.94	Per % 0Cft	0
				Total Rs.	3393171
	Add: Different Cost of Bitument 7.595 @ Rs. 3267			Rs.	24813
				G.Total Rs.	3417983

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B'

CONSTRUCTION OF ROAD FROM SOOFI FAKIR DHORONARO ROAD TO VILLAGE CHANGO PALLI MILE 0/0-0/1+165 (0.25 KMS)

S.No	Item of Work	Quantity	Rate	Unit	Amount
1	**EXCAVATION** Excavation in foundation of building, bridges and others Structures i/c dagbelling dressing refilling around structure with excavated earth Watering and remaining up to lead 5 feet (b) In ordinary soil.				
	Qty	1057.09 Cft @ Rs.	3176.25	Per % 0 Cft	Rs 3357.58
2	**CEMENT CONCRETE RATION (1:4:8)** Cement Concrete brick or stone ballast 1 1/2 to 2" gauge ratio 1:4:8				
	Qty	239.71 Cft @ Rs.	9416.28	Per % Cft	Rs 22571.88
3	**PACCA BRICK WORK RTION 1:4** Pacca brick work in foundation & plinth in concrete sand mortar ratio 1:4				
	Qty	441.62 Cft @ Rs.	12501.41	Per % Cft	Rs 55208.48
4	**CEMENT CONCRETE (1:2:4)** Cement Concrete plain including placing, compacting, finishing and curring, complete (including screening and washing of stone aggregate without shuttering (Ration 1:2:4).				
	Qty	80.01 Cft @ Rs.	14429.25	Per % Cft	Rs 11544.45
5	**FABRICATION** Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making and joints and fastening i.c cost of binding wire also i/c removal of rust from bars				
	Qty	5.30 Cft @ Rs.	4820.20	Per CWt	Rs 25541.37
6	**R.C.C WORK RATION 1:2:4** RCC work i/c all labour & material except the cost of steel reinforcement and it's labour for bending binding which will be paid separately. This rate also i.e all kinds of forms moulds lifting shuttering curing rendering washing the exposed surface inc				
	Qty	81.07 Cft @ Rs.	337.00	Per CWt	Rs. 27320.59
7	**BRICK ON EDGE FLOORING** Brick on edge flooring laid in 1:6 cement mortar over a bed, 3/4" thick cement mortar Ratio 1:6				
	Qty	63.00 Cft @ Rs.	5256.63	Per % Sft	Rs 3311.68
8	**ERECTION AND REMOVAL** Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood (2nd class) (a) Vertical				
	Qty	92.02 Cft @ Rs.	3127.41	Per % Sft	Rs 2877.84
9	**CEMENT PLASTER RATION 1:3** Cement Plaster 1:3 upto 20.0' height 1/2" thick.				
	Qty	255.60 Cft @ Rs.	2344.59	Per %sft	Rs 5992.77
				Total Rs.	157726.64

Haji M Ayub

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SPECIAL CONDITIONS

The minimum monthly progress of each type of road roller for consolidated hard crust is as under: -

14-18 Tons Road Roller

Purchased before 1970 20000 Cft.

Purchased after 1970 30000 Cft.

14-18 Tons Road Roller

Purchased before 1970 16000 Cft.

Purchased after 1970 24000 Cft.

In case the minimum out put is les then the above the following penal rates will be charges

i) 90 to 100 Present achievement No. Penalty.

ii) 60 to 90 Percent achievement 30% extra rental value.

iii) 30 to 60 Percent achievement 60% extra rental value.

The rent will be charged for the whole month irrespective of the condition of the Roller No. rent will be charged only in case the roller is shifted by the Department for other woks or for major repairs.

NOTE:

1 Deduction for shrinking from the Bank measurement will be made as under

'A' At 10% if earth work is done through manual labour (Man donkey & draglines)

'B' At 3% to 6% if earth work is done through machine (Tractors and Scrapers)

2 As a result of subsequent sanction to the estimate should there be any variation in the quantities and rates of sanctioned estimate and these provided in Schedule 'B' of the tender, the contractors shall abide by the rates and qualities of sanctioned estimate.

Haji Muhammad

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

S.#: 8

COMPARATIVE STATEMENT

(5)

[illegible] - Construction of road from Umerkot Chhor (Syed Murtaza Shah road) to Otaque Syed Ghulam Rasool Shah mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program

ESTIMATED COST RS. 2.7200

EARNEST MONEY RS 54400

DATE OF ISSUE : - 03.10.2012

DATE OF OPENNING: 03.10.2012

S.#	NAME OF CONTRACTOR/FIRM	RATE QUOTED		REMARKS
		PART-A (ROAD WORK)	PART-B MASSONARY STRUCTURE	
1	Mr. Ghulam M. Samejo	20.50% Below	3.50% Above	Lowest
2	Mr. Prem	19% Below	4% Above	Highest
3	Mr. Farooq Valhari	20% Below	5% Above	Highest

Certified that tender were received duly sealed and Mr./M/s. Ghulam M. Samejo Government contractor found lowest.

DIVISIONAL ACCOUNT OFFICER
EDUCATION WORKS DIVISION
UMERKOT

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SUPERITENDING ENGINEER
WORKS & SERVICES
DISTRICT UMERKOT

S.#: 8

ISSUED TO M/S/MR. Ghulam M. Laghari

VIDE D.R NO. 1451 DATED: 09/11/12

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

TENDER FOR WORK: - **Construction of road from Umerkot Chhor (Syed Murtaza Shah road) to Otaque Syed Ghulam Rasool Shah mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

I/We hereby tender for the execution for the Government of Sindh (herein before and herein after referred to as "Government") if the work specified in the under written memorandum within the time specified in such memorandum at Part-A-20.50/Below & Part-B-3.50/Above present below/above the estimated rates entered in Schedule "B" memorandum showing item of work to be carried out and in accordance in all respect with the specifications, designs, drawings and instructions in writing refer to in rule hereof and in clause 12 of the annexed conditions of contact 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" appended therewith.

MEMORANDUM

a) Official Description: - **Construction of road from Umerkot Chhor (Syed Murtaza Shah road) to Otaque Syed Ghulam Rasool Shah mile 0/0-0/2 (0.40 kms) Schemes proposed by Nawab Mohd Yousif Talpur MNA NA-228 Umerkot under Prime Minister Directive's 2012-13 Program**

b)	Estimated Cost: -	2.72000	(M)
c)	Earnest Money: -	0.05440	(M)
d)	Security Deposit i/c Earnest Money 5%	0.13600	(M)
e)	Percentage if any to be deducted from bill in 9% Percent	0.24480	(M)
f)	Time allowed for completion of the work from date of written order to commence 6 Months	6	Months

Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and provisions of the conditions of contract annexed hereto as for as applicable and default thereof forfeit and pay to Government the sum of money mentioned in the said conditions.

In respect of the sum of Rs 54400/- call Deposit No. 2583973 Date 1-11-12 from U.B.L Umerkot herewith forwarded representing earnest money the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit as shown in the above the memorandum in accordance retained by Government on account of such security deposit as aforesaid or (B) the full value shall be retained by the Government account of the Security specified in Clause-1(B) of the condition

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "A"

The bitumen 80/100 penetration will be arranged by contractor himself from the ...onal Oil Refinery Korangi Karachi at own expenses, for the quality of work as per sch... "B" except in case any increase decrease in the quantity of the work or change at spec...itions (for which calculation over and above such calculated quantity value be treated as was... in that case the Department is not bound to pay the excessive amount. Government will not ...rtain any claims of any kind of shortage of bitumen non-availability of road making Mac...ry or its break down (during the course of construction) Non-availability of Railway-W... or Natural Climaty or any other reasons of any kind what so ever. Road rollers will be sup...y the Government, at the following rates of hire charges category-wise if available.

a)	6-8 Tons	Road Rollers	Rs. 15000
b)	8-10 Tons	Road Rollers	Rs. 15000
c)	10-12 Tons	Road Rollers	Rs. 15000
d)	v.v.12 Tons	Road Rollers	Rs. 20000
e)	Itefaque Tons	Road Rollers	Rs. 15000

The contractors will give on under taking that the roller will be services at the lea... a week P.O.L and normal day to day repairs of the Roller will also be the responsibility of t...ntractor. The shall also be liable for damages done to machinery due to their back from the ...ractor in roadwork shop in good conditions. All repairs upto Rs. 500/- will be responsibility of ...Contractors they will attend to it themselves. Shifting charges of road Rollers form w... to the site of work and return back to the workshop of water etc. after completion of w... be recovered for the contractors. Arrangement of water etc will be made by the co... themselves at their won cost.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B" PART-A

FOR

CONSTRUCTION OF ROAD FROM UMERKOT CHHOR (SYED MURTAZA SHAH ROAD) TO OTAQUE SYED GHULAM RASOOL SHAH MILE 0/0-0/2 (0.40 KMS)

S.#	Item of Work	Quantity	Rate	Unit	Amount
1	**FORMATION** Earth work for road embankment by buldozers, including ploughing, mixing, clod breaking, dressing. Compacting with optimum moisture content. Lead upto 100 ft. and lift upto 5.00 ft. in all types of soil exceptrck. If earth work is done by other than depar				
	(a) COMPACTING UPTO 85% DENSITY				
	Qty	96671.00	Cft. @ Rs.	**10889.80**	Per % 0Cft	1052728
	(b) COMPACTION 95-100% DENSITY				
	Qty	15689.00	Cft @ Rs.	**13423.74**	Per % 0Cft	210605
2	**SUB BASE COURSE** Preparing Sub Base Course by supplying and spreading stone metal of 2"-11/2" in gauge of approved quality from approved quarry in required thickness (6" in 2 layers) to proper camber and grade, i/c hand packing, filling voids with 10 Cft. screening and non plastic quarry fines of approved quality and gauge from approved source watering and compacting to achieve 98-100% density as per modified AASHO specification (Rate i/cs all cost of materials T&P, labour and carriage upto site of work.				
	Qty	6922.00	Cft. @ Rs.	**11298.02**	Per % 0Cft	782049
3	**BRICK ON EDGING** Laying Brick on end edging including supplying 9"x4 1/2"x3" first class bricks, excavation for laying edging with small size parallel to the road. Rate includes all cost of materials, T&P, labours, and carriage upto site of work.				
	Qty	1846.00	Cft. @ Rs.	**2643.74**	Per % 0Cft	48803
4	**BASE COURSE** Preparing base course including supplying and spreading stone metal of approved quality properly graded to maximum size of 1 1/2" in required thickness of (3") to proper camber and grade including supplying and spreading 15 Cft. Screening and non plastic quarry fines, filling depressions with stone metal after initial rolling including watering and compacting the same so as to achieve 100% density as per modified AASHO specifications (Rate includes providing and using templates, camber plates, screens, forms etc. as directed). Rate includes all cost of materials, T&P, labours and carriage upto site of work.				
	Qty	3461.00	Cft. @ Rs.	**11942.65**	Per % 0Cft	413335
5	**THREE COAT SURFACE DRESSING** Providing surface dressing three coat on new or existing surface with 79 lbs Bitumen of 80/100 penetration and 9.75 cft of crush bajri of required size of 3/4"=3/8", including cleaning the road surface, rolling after each etc. complete. Rate includes all				
	Qty	13843.00	Cft. @ Rs.	**4353.04**	Per % 0Cft	602591
6	**EARTH WORK ON BERMS** Earth Work for embankment (Berms) from barrow pits including laying in 6" layers, clod breaking, ramming, dressing etc. complete. Lead upto 100 ft. and lift upto 5.0 ft. (in ordinary soil)				
	Qty	9231.00	Cft. @ Rs.	**8681.43**	Per % 0Cft	80138
				Total	Rs	3190250
	Add. Different Cost of Bitument	4.880 @	Rs. 3267		Rs	15943
				G.Total	Rs.	3206193

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SCHEDULE "B'

CONSTRUCTION OF ROAD FROM UMERKOT CHHOR (SYED MURTAZA SHAH ROAD) TO OTAQUE SYED GHULAM RASOOL SHAH MILE 0/0-0/2 (0.40 KMS)

S.No	Item of Work	Quantity	Rate	Unit	Amount
1	**EXCAVATION** Excavation in foundation of building, bridges and others Structures i/c dagbelling dressing refilling around structure with excavated earth Watering and remaining up to lead 5 feet (b) In ordinary soil.				
	Qty	1056.00 Cft @ Rs	3176.25	Per % 0 Cft	Rs. 3354.12
2	**CEMENT CONCRETE RATION (1:4:8)** Cement Concrete brick or stone ballast 1 1/2 to 2" gauge ratio 1:4:8				
	Qty	239.00 Cft @ Rs	9416.28	Per % Cft	Rs. 22504.91
3	**PACCA BRICK WORK RTION 1:4** Pacca brick work in foundation & plinth in concrete sand mortar ratio. 1:4				
	Qty	474.00 Cft @ Rs.	12501.41	Per % Cft	Rs. 59256.68
4	**CEMENT CONCRETE (1:2:4)** Cement Concrete plain including placing, compacting, finishing and curring, complete (including screening and washing of stone aggregate without shuttering (Ration 1:2:4).				
	Qty	89.00 Cft @ Rs.	14429.25	Per % Cft	Rs. 12842.03
5	**FABRICATION** Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making and joints and fastening i.c cost of binding wire also i/c removal of rust from bars				
	Qty	5.05 Cft @ Rs	4820.20	Per CWt	Rs. 24342.01
6	**R.C.C WORK RATION 1:2:4** RCC work i/c all labour & material except the cost of steel reinforcement and it's labour for bending binding which will be paid separately. This rate also i.e all kinds of forms moulds lifting shuttering curing rendering washing the exposed surface inc				
	Qty	80.00 Cft @ Rs.	337.00	Per CWt	Rs. 26960.00
7	**BRICK ON EDGE FLOORING** Brick on edge flooring laid in 1:6 cement mortar over a bed, 3/4" thick cement mortar Ratio 1:6				
	Qty	0.00 Cft @ Rs	5256.63	Per % Sft	Rs. 0.00
8	**ERECTION AND REMOVAL** Erection and removal of centering for R.C.C or plain cement concrete works of Partal wood (2nd class) (a) Vertical				
	Qty	28.00 Cft @ Rs	3127.41	Per % Sft	Rs. 875.67
9	**CEMENT PLASTER RATION 1:3** Cement Plaster 1:3 upto 20.0' height 1/2" thick.				
	Qty	261.00 Cft @ Rs	2344.59	Per %sft	Rs. 6119.38
				Total Rs.	156254.81

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT

SPECIAL CONDITIONS

The minimum monthly progress of each type of road roller for consolidated hard crust is as under: -

14 Tons Road Roller

Purchased before 1970 20000 Cft.

Purchased after 1970 30000 Cft.

10 Tons Road Roller

Purchased before 1970 16000 Cft.

Purchased after 1970 24000 Cft.

In case the minimum out put is les then the above the following penal rates will be applicable:

i) 90 to 100 Present achievement No. Penalty.

ii) 60 to 90 Percent achievement 30% extra rental value.

iii) 30 to 60 Percent achievement 60% extra rental value.

The rent will be charged for the whole month irrespective of the condition of the roller. No. rent will be charged only in case the roller is shifted by the Department for other major repairs.

Note

i) Deduction for shrinking from the Bank measurement will be made as under

ii) At 10% if earth work is done through manual labour (Man donkey & draglines)

iii) At 3% to 6% if earth work is done through machine (Tractors and Scrapers)

iv) As a result of subsequent sanction to the estimate should there be any variation in the quantities and rates of sanctioned estimate and these provided in Schedule 'B' of the tender, the contractors shall abide by the rates and qualities of sanctioned estimate.

CONTRACTOR

EXECUTIVE ENGINEER
EDUCATION WORKS DIVISION
UMERKOT