

OFFICE OF THE EXECUTIVE ENGINEER HOUSING PROJECT CONSTT DIV-II HDA  
122 HYDERABAD

No.EE/HPCD-II/HDA/ 2012

Dated. 15 /3/2012


✓  
M/s Haji Siraj u Din Soomro  
72/41 Hamid Plaza Saddar  
Hyderabad

SUBJECT:- P/L/J/T Exterenal Water Supply line from OTP to Al Rehman Tower ZP-III (Extension)

Ref:- Your offer dated 14.02.2012


Your offer to execute the above subject work at 20.95% above on schedule item Rs 35609900/- (Rs Three Crore Fifty Six Lac Nine Thousand Nine Hundred Only) being lowest in the competition has been approved by the Director General HDA vide No DTS/HDA/HP/DB/1048/2012 dated 13.3.2012 as received under Project Director Housing Project HDA letter No PD/HP/HDA/465 dated 13.3.2012.

You are requested to please start the work within seven days from date of issue of this work order under the supervision of Assistant Executive Engineer HPC Sub Division-I HDA and complete the same within Six Months in accordance with the specification.

  
EXECUTIVE ENGINEER  
HOUSING PROJECT CONSTT: DIV-II  
HDA HYDERABAD

Copy f.w.cs to:

1. The Project Director, Housing Project, HDA for information
2. The Deputy Director Audit and Accounts Housing Project HDA.
3. Assistant Executive Engineer HPC sub division-I HDA for Information. He is directed to please get the work executed as per specification and ensure that no access expenditure is incurred without the prior permission of the competent Authority and intimate the actual date of start of the work.

  
EXECUTIVE ENGINEER  
HOUSING PROJECT CONSTT: DIV-II  
HDA HYDERABAD

### SCHEDULE - B

Name of work:- P/L/J/T External water supply line from OTP to Al-Rehman Tower @ ZP-III [Extension].

<u>Item No</u>	<u>Description.</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
1	Excavation for pipelines and pits in soft soil i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES. P-46 item No.1).				
0~5'		32500.00 cft	@ Rs. 1742.40	P.%o cft	Rs. 56628.00
2	Excavation for pipelines in trenches and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain ( 30.50 m) (PHES P-48 item No.14 ).				
0~5'		32500.00 cft	@ Rs. 2613.60	P.%o cft	Rs 84942.00
3	Excavation for pipelines in trenches and pits in slushy daldaly soils i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto one chain ( 30.50 m) (PHES P-49 item No.15 ).				
0~5'		97500.00 cft	@ Rs. 5082.00	P.%o cft	Rs 495495.00
4	Providing and fixing, driving open timbering to trenches for depth 10ft.(PHES P-53 item No.21 ).				
		30000.00 sft	@ Rs. 1980.35	P.% sft	Rs 594105.00
5	Bailing or pumping out sub soil water during excavation concreting cost of situ concrete masonry work in foundation. II) For pipe line trench volum under water to be measured first time for excavation, second time for cost in situ concrete (bedding for pipe line) and third time for pipe laying. (PHES P-52 item No. 18)				
		195000.00 cft	@ Rs. 139.60	P.% cft	Rs 272220.00

**B- Un-Equal Tee(PHE, SoR, Vol-III, P-105, I-F)**

16"x16"x12" (400x200x400mm OD).  
2.00 No @ Rs. 24317.0 Each Rs. 48634.00

**C- Elbow 45 degree. (PHE, SoR, Vol-III, P-104, I-A)**

i) 16"dia 45 degree (400mm OD).  
2.00 No @ Rs. 21602.0 Each Rs. 43204.00

ii) 12"dia 45 degree (315mm OD).  
2.00 No @ Rs. 13441.0 Each Rs. 26882.00

iii) 8"dia 45 degree (200mm OD).  
2.00 No @ Rs. 5431.0 Each Rs. 10862.00

**D- Stab End piece. (PHE, SoR, Vol-III, P-106, I-G)**

i) 16"dia 45 degree (400mm OD).  
13.00 No @ Rs. 31322.8 Each Rs. 407196.40

ii) 12"dia 45 degree (315mm OD).  
10.00 No @ Rs. 19965.2 Each Rs. 199652.00

iii) 8"dia 45 degree (200mm OD).  
6.00 No @ Rs. 7509.1 Each Rs. 45054.60

**11 Providing PE Reducer of following size according to the specification of testing of water to a head as P.N-10 pressure etc. complete. (MR)**

20"x16"(500x400mm OD) 1.00 No @ Rs. 33228.00 Each Rs. 33228.00

16"x12"(400x315mm OD) 2.00 No @ Rs. 21266.00 Each Rs. 42532.00

12"x8"(315x200mm OD) 2.00 No @ Rs. 13291.00 Each Rs. 26582.00

**12 Butt Fusion joint (PHE, SoR, Vol-III, P-106, I-H)**

380 to 450mmOD 13.00 No @ Rs. 2800.00 Each Rs. 36400.00

280 to 355mmOD 10.00 No @ Rs. 2200.00 Each Rs. 22000.00

180 to 250mmOD 6.00 No @ Rs. 1800.00 Each Rs. 10800.00

**13 Air valve bouble action (Local) (PHE SoM. P-98 I-8).**

6.00 Nos @ Rs. 4000.00 Each Rs. 24000.00

**14 Making interconnection for pump, job i/c MS pipe, specials, accessories, all T&P and labour required to carry out the job.**

1.00 Job @ Rs. 35000.00 P.Job Rs. 35000.00

**15 Mfg. / supplying MS flanges of different dia made out of M.S sheet of various thickness i/c cutting drilling holes and welding of flange with M.S pipe etc. (PHES I No.e, P-32).**

- 6 Mfg/S/Fixing black steel MS pipe made out 6.4 mm thick sheet confirming to API 5L grade X-42 spirally welded and externally asphalt coated with fiber glass 5 mm thick AWWA specification C-203 and internally cement lined of 8 mm thick i/c welding, jointing and laying in trenches and testing with water to specified pressure for different dia of pipes. The rate also i/c cost of bends of any degree where ever required as per site requirements i/c pipe transportation, loading, unloading and stacking by any means at site of work. (R.A.A) *N/S*

16" dia	300.00 Rft	@ Rs. 4373.58	P.Rft	Rs. 1312074.00
12" dia	100.00 Rft	@ Rs. 3131.10	P.Rft	Rs. 313110.00
8" dia	50.00 Rft	@ Rs. 2343.60	P.Rft	Rs. 117180.00

- 7 Performing horizontal jacking in pre-laid sleeve for road crossing i/c all technical works as per specification to carry out the job i/c providing skilled and un skilled labour, any special labour for specific jobs related to the boaring and jacking work, providing tool or plant with operators also i/c safety arrangements for labour and installation involved in job, also i/c provision of electric connection for and testing etc complete. (MR) *i/c 1/2" dia 20' x 16" dia made out 7/10 mm thick m.s. sheet p/plates*

for 16" dia	100.00 Rft	@ Rs. 7000.00	P.Rft	Rs. 700000.00
for 12" dia	100.00 Rft	@ Rs. 6000.00	P.Rft	Rs. 600000.00 <i>N/S</i>

- 8 Providing, laying, jointing and testing of High Density Polyethylene pipe (HDPE-100) for W/S confirming to ISO-4427, DIN 8074, 8075 & PS 3580:1984, P.S 3580 & PSI 3051. (R.A. basing on PHE, SoR is Attached) Outer Dia.

400mm/ 16" dia (PN-10)	1	5500.00 Rft	@ Rs. 3126.56	P.Rft	Rs. 17196080.00
315mm/ 12" dia (PN-10)	1	2000.00 Rft	@ Rs. 1959.32	P.Rft	Rs. 3918640.00
200mm/ 8" dia (PN-10)	1	1500.00 Rft	@ Rs. 820.38	P.Rft	Rs. 1230570.00

- 9 CI Sluice valve heavy pattern, Test pressure 21.0 Kg/sq cm or 300 lbs/sq inch.(imported) (PHE, SoR, Vol-III, P-97, I-2).

450mm	2.00 No	@ Rs. 110700.0	Each	Rs. 221400.00
300mm	2.00 No	@ Rs. 78000.0	Each	Rs. 156000.00
200mm	2.00 No	@ Rs. 17940.0	Each	Rs. 35880.00

- 10 Providing High Density Polyethylene fitting (PE-100) (per, each) equivalent make. (PHE, SoR, Vol-III, P-104, I-ix).PN-10.

A- Equal Tee(PHE, SoR, Vol-III, P-105, I-D)


i) 16"x16"x16" (400x400x400mm OD).	1.00 No	@ Rs. 32403.0	Each	Rs. 32403.00
ii) 12"x12"x12" (315x315x315mm OD).	2.00 No	@ Rs. 20161.0	Each	Rs. 40322.00



16, 12 & 8" dias	204.00 Kg	@ Rs. 111.30	P.Kg	Rs.	22705.20
16 Jointing C.I M.S flanged pipe and specials flanged and inside trench i/c supplying rubber packing of the required thickness nuts bolts with washer etc. and other tools reqd. for jointing and testing the joint to the specified pressure etc. complete. (PHES. P-35 I-1).					
16" dia	12.00 Nos	@ Rs. 1079.55	Each	Rs.	12954.60
12" dia	12.00 Nos	@ Rs. 741.65	Each	Rs.	8899.80
8" dia	12.00 Nos	@ Rs. 340.15	Each	Rs.	4081.80
17 Providing valve chambers 3 1/2' x 2 1/2' (1064 x 762 mm) inside dimension 7' (2.13 meter) deep as per approved design for sluice valves 15" to 24" dia with 24" (610mm) dia inside cast iron cover and frame (wt=2 Cwt 3 qr) fixed in RCC 1:2:4 slab 6" thick (with 5 Lbs steel per cft) 9" (229mm) thick burnt brick masonry walls set in 1:6 cement mortar 6" thick cement concrete 1:3:6 foundation. 1" thick cement concrete 1:2:4 flooring 1/2" thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every 1 ft. beyond 2 1/2' depth, curing, excavation, back filling and disposal of surplus earth etc. complete.(PHES VIII Pv P-41 I-Q3).					
	6.00 No	@ Rs. 10753.95	Each	Rs.	64523.70
19 Refilling the excavated stuff in trenches 6" thick layers i/c watering ramming to full compaction etc. complete. (PHE P-53 item No.24).					
	146250.00 cft	@ Rs. 1343.00	P.%o cft	Rs	196413.75
20 Supply Suzuki Cultus VXR Car of recent mode i/c all accessories and fittings as per factory also i/c taxes and registration for HDA and other documentation etc complete in all respect.					
	1.00 No	@ Rs. 1200000.0	Each	Rs.	1200000.00

Total Rs. 29898654.85

  
CONTRACTOR

  
EXECUTIVE ENGINEER  
HOUSING (P) CONSTT: DIVISION II  
HDA, HYDERABAD

### CONDITIONS

1. Any error omission in the schedule A & B shall be governed by the sanctioned estimate of the work of prevailing schedule of rates as adopted by the H.D.A.
2. No premium will be allowed on items based on Non-Schedule/ Market "Rates.
3. Premium quoted by the contractor shall include the cost of carriage and difference cost of materials for which no separate payment will be made.
4. All machinery T&P as required for execution of job shall be arranged by the contractor and his own cost and nothing extra shall be paid.
5. Crush, sand, bajri and stone blast etc to be used in the work, shall be obtained by the contractor from approved quarries.
6. The decision of the site Engineer for the work regarding interpretation of the specification or any other matter of the work shall be final conclusive and binding on both parties.
7. The contractor will be required to undertake appropriate arrangements to avoid any damage to existing service lines, if any damage occurs to service line, the contractor will rectify such service line on his own expenses. If the contractor failed to rectify the damages, then the authority will rectify it on the risk and cost of the contractor.
8. No escalation in the cost of cement / steel or any other material / items due to enhancement of rates will be paid.
9. No extra lift/ lead other than as mentioned in the estimate, shall be paid.
10. All tests conducted infield/ laboratory shall be in presence of engineer's representatives as directed by the Engineer in charge and no payment shall be entertained on this account.
11. 5% be deducted at source for want of testing upto the satisfaction of Engineer incharge.
12. Income tax, retention money and other deduction shall be made from each bill as per policy and prevailing rules.

  
CONTRACTOR

  
EXECUTIVE ENGINEER  
HOUSING (P) CONSTT: DIVISION II  
HDA, HYDERABAD

## COMPARATIVE STATEMENT

NIT No: EE/HPCD-II/HDA/30/12

Dated: 21.01.2012

Date of issue from 1<sup>st</sup> publication

Date of opening 14.02.2012


**Name of work:** P/L/J/T external Water Supply line from OPT to Al-Rehman Tower at ZP-III (Extension)


Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/4775/11  
dated: 26.12.11 Rs 30600000/-

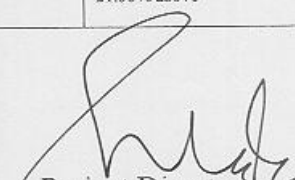
### **ESTIMATED COST**

Schedule Item	Rs	27261313/-
Non Schedule Item	Rs	2637342/-
Contractor Profit 10%		
On Schedule of Materials	Rs	127618/-
Cartage	Rs	10128/-
<b>Total</b>	<b>Rs</b>	<b>30036401/-</b>

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Comparison with Estimate Cost
1	M/S Siraj-Din Soomro	20.95% above	35609900/-	18.55% above
2	M/S Royal Constt. Co.	22.45% above	36018820/-	19.91% above
3	M/S Rustam Khan Chandio	24.25% above	36509523/-	21.55% above

  
Executive Engineer  
HPCD-II HDA

  
Deputy Director  
Audit & Account  
Housing Project HDA

  
Project Director  
Housing Project HDA

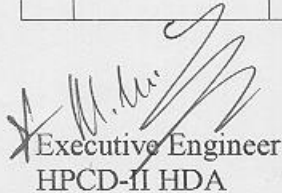
  
Director General  
Hyderabad Development Authority

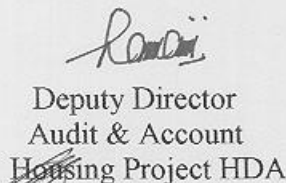
## **BID EVALUATION REPORT**

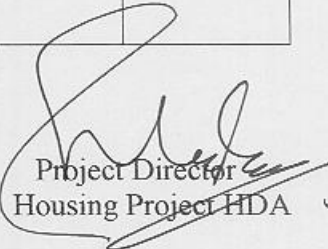
1. Name of Procuring Agency: **Hyderabad Development Authority**
2. Tender Reference No: **EE/HPCD-II/HDA/30/2012 dated 21.1.2012**
3. Tender Description/Name of work/item: **P/L/J/T external Water Supply line from OPT to Al-Rehman Tower at ZP-III (Extension)**
4. Method of Procurement: **Single Stage One Envelope**
5. Tender Published: **SPPRA I.D No 6478/12 dated 22.1.12 & INF/KRY/270/12**
6. Total Bid documents Sold; **Three**
7. Total Bids Received: **Three**
8. Technical Bid Opening date: (if applicable) **N.A (Provide details in separate form)**
9. No. of Bid technically qualified (if applicable): **N.A**
10. Bid(s) Rejected: **N.A**
11. Financial Bid Opening date: **14.2.2012**

### **12. Bid Evaluation Report:**

S.N	NAME OF Firm or Bidder	Cost Offered By the Bidder	Ranking In Terms Of Cost	Comparison with Estimated Cost	Reasons For Acceptance/Rejection	Remarks
1	M/S Siraj-Din Soomro	Rs 35609900/-	1 <sup>st</sup> Lowest	18.55% above	Being Lowest In Competition, hence Accepted	
2	M/S Royal Constt. Co:	Rs 36018820/-	2 <sup>nd</sup> Lowest	19.91 % above		
3	M/S Rustam Khan Chandio	Rs 36509523/-	3 <sup>rd</sup> Lowest	21.55% above		

  
Executive Engineer  
HPCD-II HDA

  
Deputy Director  
Audit & Account  
Housing Project HDA

  
Project Director  
Housing Project HDA

  
Director General  
Hyderabad Development Authority



# **SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

## **CONTRACT EVALUATION FORM**

**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE**

- 1) NAME OF THE ORGANIZATION / DEPTT. **Hyderabad Development Authority**
- 2) PROVINCIAL / LOCAL GOVT. / OTHER **Local Government**
- 3) TITLE OF CONTRACT **Self Financing**
- 4) TENDER NUMBER **EE/HPCD-II/HDA/30/2012 dated 21.1.2012**
- 5) BRIEF DESCRIPTION OF CONTRACT **P/L/J/T external Water Supply line from  
OTP to Al-Rehman Tower at ZP-III (Extension)**
- 6) FORUM THAT APPROVED THE SCHEME **Director General HDA**
- 7) TENDER ESTIMATED VALUE **Rs 35609900/-**
- 8) ENGINEER'S ESTIMATE **Rs 30036401/-**  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) **Six Months**
- 10) TENDER OPENED ON (DATE & TIME) **14.2.2012 at 1 P.M**
- 11) NUMBER OF TENDER DOCUMENTS  
SOLD (Attach list of buyers) **Three**
- 12) NUMBER OF BIDS RECEIVED **Three**
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS **Three**
- 14) BID EVALUATION REPORT  
(Enclose a copy) **Enclosed**
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: **M/S Haji Siraj-u-Din Soomro  
72/4 Hamid Plaza Saddar Hyderabad**
- 16) CONTRACT AWARD PRICE **35609900/-**
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). **1<sup>st</sup> Haji Siraj Soomro  
2<sup>nd</sup> Royal Constt:  
3<sup>rd</sup> Rustam Khan Chandio**
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
  - a) **SINGLE STAGE - ONE ENVELOPE PROCEDURE: Yes**
  - b) **SINGLE STAGE - TWO ENVELOPE PROCEDURE**
  - c) **TWO STAGE BIDDING PROCEDURE**
  - d) **TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE**

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY, DIRECT CONTRACTING / NEGOTIATION ETC. WITH BRIEF REASONS: **N.A**

- 19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No. HDA/DTS/HP/DB/1048/2012 dated 13.03.2012**
- 20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? **Yes**

21) ADVERTISEMENT :

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

**Yes 6478/12 Dated 22.1.2012**

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

**Yes INF/KRY/270/12 Dated 23.1.12**

22) NATURE OF CONTRACT

**Local**

- 23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

**N.A**

- 24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

**N.A**

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

**N.A**

- 26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

**Yes**

- 27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

**Yes**

- 28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

**Yes**

- 29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

**Yes**

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

**Yes**

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

No

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

No

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

No

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

No

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

Yes

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, enclose a copy)

No

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

N.A

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

No

EXECUTIVE ENGINEER  
Housing Project Const. Division-II  
H.D.A. Hyderabad

Signature & Official Stamp of  
Authorized Officer

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
**Tele: 021-9205356; 021-9205369 & Fax: 021-9206291**

## Integrity Pact

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS .

Contract Number: EE/HPCD-II/HDA/30/2012

Dated: 21.01.2012

Contract Value: Rs 35609900/-

Contract Title: P/L/J/T Exterenal Water Supply line from OTP to Al Rehman Tower ZP-III (Extension)

[M/S Haji Siraj-u-Din Soomro] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (G oS) or any administrative subdivision or agency thereof or a n y other entity owned or controlled by it (G oS) through any corrupt business practice.

Without limiting the generality of the foregoing, [M/S Haji Siraj-u-Din Soomro] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[M/S Haji Siraj-u-Din Soomro] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[M/S Haji Siraj-u-Din Soomro] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [M/S Haji Siraj-u-Din Soomro] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [M/S Haji Siraj-u-Din Soomro] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

EX: Engineer

HPCD-II HDA.

HXD.

[M/S Haji Siraj-u-Din Soomro]

CONTRACTOR



G.Rs., W.P.D, Nos. 7938 of 6-4-35,  
56-1 of 6-1-36, 1659- W of 27-9-37,  
G.C.M.P. and M, Deptt, No. 383-P/37  
of 9-11-37 (P.W.D.) No. 3-173. 2-W of  
18-12-37 G. Rs. (P.W.D.) No. 1038-1 of  
22-2-39 12-10-44 and 2-5-44, 654-W of  
22-2-39 12-10-44 and 2-2-5-44, 65-W  
1038/11-1 of 28-3-49, 5647-W2 of 12-12-50

FORM B-I  
PUBLIC WORKS DEPARTMENT

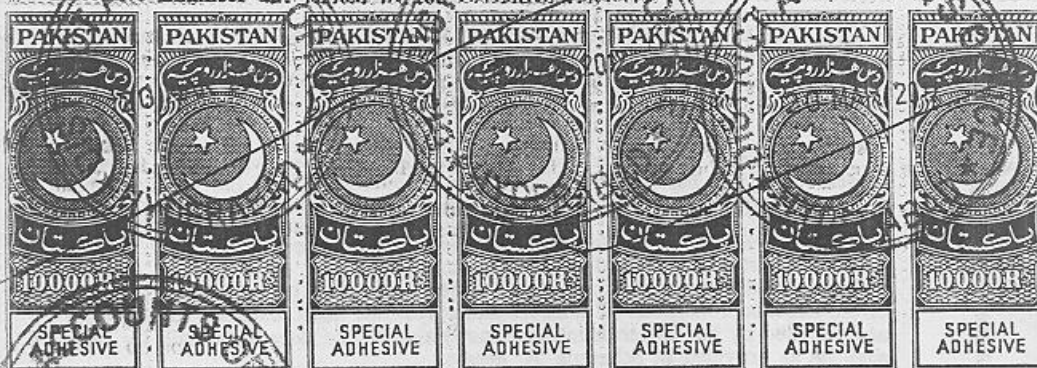
CIRCLE

DIVISION

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

II 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.



made on account of any work, when executed by the partners, except where the contractors are a, in which case the receipt shall be signed in the partners, or by some other persons having is for the firm.

a tender shall fill up the usual printed form, or below the rates specified in Schedule 'B' work-to be carried out; he is willing to under- of such percentage, on all the Estimate: rat Schedule: rates shall pose any alteration in the works specified in der of in the time allowed for carrying out the er conditions, will be liable to rejection. No had 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 even 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 the 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.

SGP, Ka---L (iii) G/93-5,000-2.80-TSS

*[Handwritten signature]*

Receipt No. 438699 dated 14.2.2012 from Government Treasury or  
Sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. 612,000/-  
is herewith forwarded representing the earnest money [(a) the full value of  
which is to be absolutely forfeited to Government should the not deposit

\*Amount to be specified in words and figures.

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198

\*\*Signature of contractor before sub-mission of tender

(Witness)††  
(Address)  
(Occupation)

*Sanctioned for Rs. 35609900/- Rupees  
Three crore fifty six lac Nine Thousand  
Nine hundred 09/-*

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

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

Executive Engineer

**PROJECT DIRECTOR**  
**HOUSING**

Division (or his duly authorized Assistant).  
H.D.A.

Signature of the officer by whom accepted, 20/3/12.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198

### Conditions of Contracts

Clause 1.—The <sup>Person</sup> <sub>Persons</sub> whose tender may be accepted (hereinafter called the Security deposit.

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 of 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 Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to \_\_\_\_\_ percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of \_\_\_\_\_ 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 may be due or may become due by Government to the contractor on any account whatsoever, 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 Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.*

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

Compensation for delay—

*M. A. K.*

*[Signature]*

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

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

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to 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 certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by 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.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory 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 notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final.

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

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.

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



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

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

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

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose 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 so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposits or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in 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

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

M.A.

9/7/15



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 notwithstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or 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 per cent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working or any building, road, fence, enclosure 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 his own expense, or in default of 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 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 or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the

Contractor to supply plant, ladders scaffolding, etc.

L (iv) C/192-3

L (iv)

*[Handwritten signature]*

upon 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 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

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 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.

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

Definition of work

*Handwritten signature*

*Handwritten signature*

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

Partnership of M.L.A.s is forbidden.

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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 either 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 or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation) Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred".

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W dated 14-9-1937 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-I dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer,

Executive Engineer,  
Division.



MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

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

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

(Signature of Executive Engineer  
Assistant Engineer.

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

y. 