SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
CONTRACT EVALUATION FORM

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

1). NAME OF THE ORGANIZATION / DEPTT.	TC Garhi Khairo
2). PROVINCIAL / LOCAL GOVT. / OTHER	LOCAL GOVERMENT
3). TITLE OF CONTRACT	**CONSTRUCTION OF CC BLOCK HINDU MUHALLA TOWN GARHI KHAIRO**
4) TENDER NUMBER	
5). BRIEF DESCRIPTION OF CONTRACT	CC Block
6). FORUM THAT APPROVED THE SCHEME	Town Committee, Garhi Khairo
7). TENDER ESTIMATED VALUE	Rs. 10,00,000/- Offer Rate Basis
8). ENGINEER'S ESTIMATE (FOR CIVIL WORK ONLY)	**PC –Cost Rs.10,00,000/-**
9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(03) MONTHS
10). TENDER OPENED ON DATE AND TIME	31-05-2017 AT 02:00 PM.
11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers).	03
12). NUMBER OF BIDS RECEIVED	03
13). NUMBERS OF BIDDERS PRESENT AT THE TIME OF OPEINING OF BIDS	03
14). BID EVALUATION REPORT (Enclose a copy)	YES
15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER.	**M/S KHADIM HUSSAIN JAMALI:**
16). CONTRACT AWARD PRICE	SANCTION RUPEES **Rs. *10,00,000/-***
17). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E. 1ST 2ND 3RD EVALUATION BID).	1ST M/S Khadim Hussain Jamali 2ND M/S Khan Muhammad 3RD A-B Construction Company

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

B). SINGLE STAGE-TWO ENVELOPE PROCEDURE

C). TWO STAGE BIDDING PROCEDURE

D). TWO STAGE-TWO ENVELOPE BIDDING PROCEDURE

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

19). PROVIDING AUTHORITY FOR AWARD OF CONTRACT Town Officer, TC, Garhi Khairo

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

YES	✓	NO	

21). ADVERTISEMENT:

i) SPPRA Website
(if yes give date & SPPRA Identification No.

YES	www.pprasindhgov.pk SPPRA Tender SR No. 33417 Dt: 16-05-2017

ii) Newspapers
(if yes give names of newspapers & dates)

YES	✓	NO	

22). NATURE OF CONTRACT

DOMESTIC/ LOCAL	✓ LOCAL	INT	

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

YES	✓	NO	

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

YES	✓	NO	

25). WHETHER APPROVAL OF COMPETENT AUTHORITYWAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

YES		NO	N/A

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 COMPLAINT?

YES		NO	N/A

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 a copy of the bid evaluation report).

YES	✓	NO	

31). ANY COMPLAINTS RECEIVED (if yes, result thereof).

YES		NO	N/A

32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (if yes, given details).

YES		NO	✓

33). WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, given reasons)

YES		NO	✓

34). DEVIATION FROM QUALIFICATION CRITERIA (if yes, 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 ABROAD: (if yes, enclose a copy)

YES		NO	N/A

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

YES		NO	N/A

38). SPECIAL CONDITION, IF ANY (if yes, give Brief Description)

YES		NO	✓

CHAIRMAN
Town Committee
Garhi Yasin

Signature & Official Stamp of Authorized Officer

FOR OFFICE USE ONLY

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

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
CONTRACT EVALUATION FORM

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

1). NAME OF THE ORGANIZATION / DEPTT.	TC Garhi Khairo
2). PROVINCIAL / LOCAL GOVT. / OTHER	LOCAL GOVERMENT
3). TITLE OF CONTRACT	**CONSTRUCTION OF TOUGH TILE (PAVING BLOCKS) NEAR HYDER SHAH DISPOSAL TOWN GARHI KHAIRO**
4) TENDER NUMBER	
5). BRIEF DESCRIPTION OF CONTRACT	Tough Tiles (Paving Blocks)
6). FORUM THAT APPROVED THE SCHEME	Town Committee, Garhi Khairo
7). TENDER ESTIMATED VALUE	Rs. 10,00,000/-
8). ENGINEER'S ESTIMATE (FOR CIVIL WORK ONLY)	**PC –Cost Rs.10,00,000/-**
9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(03) MONTHS
10). TENDER OPENED ON DATE AND TIME	31-05-2017 AT 02:00 PM.
11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers).	03
12). NUMBER OF BIDS RECEIVED	03
13). NUMBERS OF BIDDERS PRESENT AT THE TIME OF OPEINING OF BIDS	03
14). BID EVALUATION REPORT (Enclose a copy)	YES
15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER.	**M/S KHADIM HUSSAIN JAMALI:**
16). CONTRACT AWARD PRICE	SANCTION RUPEES **Rs. *10,00,000/-***
17). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E. 1ST 2ND 3RD EVALUATION BID).	1ST M/S Khadim Hussain Jamali 2ND M/S Meesam construction 3RD A-B Construction Company

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

B). SINGLE STAGE-TWO ENVELOPE PROCEDURE

C). TWO STAGE BIDDING PROCEDURE

D). TWO STAGE-TWO ENVELOPE BIDDING PROCEDURE

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

19). PROVIDING AUTHORITY FOR AWARD OF CONTRACT Town Officer, TC, Garhi Khairo

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

YES	✓	NO	

21). ADVERTISEMENT:

i) SPPRA Website
(if yes give date & SPPRA Identification No.

YES	www.pprasindhgov.pk SPPRA Tender SR No. 33417 Dt: 16-05-2017

ii) Newspapers
(if yes give names of newspapers & dates)

YES	✓	NO	

22). NATURE OF CONTRACT

DOMESTIC/ LOCAL	✓ LOCAL	INT	

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

YES	✓	NO	

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

YES	✓	NO	

25). WHETHER APPROVAL OF COMPETENT AUTHORITYWAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

YES		NO	N/A

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 COMPLAINT?

YES		NO	N/A

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 a copy of the bid evaluation report).

YES	✓	NO	

31). ANY COMPLAINTS RECEIVED (if yes, result thereof).

YES		NO	N/A

32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (if yes, given details).

YES		NO	✓

33). WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, given reasons)

YES		NO	✓

34). DEVIATION FROM QUALIFICATION CRITERIA (if yes, 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 ABROAD: (if yes, enclose a copy)

YES		NO	N/A

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

YES		NO	N/A

38). SPECIAL CONDITION, IF ANY (if yes, give Brief Description)

YES		NO	✓

Signature & Official Stamp of Authorized Officer

CHAIRMAN
Tender Committee
Garhi Khairo

FOR OFFICE USE ONLY

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1). NAME OF THE ORGANIZATION / DEPTT.	TC Garhi Khairo
2). PROVINCIAL / LOCAL GOVT. / OTHER	LOCAL GOVERMENT
3). TITLE OF CONTRACT	**PURCHASE AND SUPPLY OF CC TV CAMERA IN TOWN GARHI KHAIRO**
4) TENDER NUMBER	
5). BRIEF DESCRIPTION OF CONTRACT	P/S CC TV Camera
6). FORUM THAT APPROVED THE SCHEME	Town Committee, Garhi Khairo
7). TENDER ESTIMATED VALUE	Rs. 10,00,000/- Offer Rate Basis
8). ENGINEER'S ESTIMATE (FOR CIVIL WORK ONLY)	**PC –Cost Rs.10,00,000/-**
9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(03) MONTHS
10). TENDER OPENED ON DATE AND TIME	31-05-2017 AT 02:00 PM.
11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers).	03
12). NUMBER OF BIDS RECEIVED	03
13). NUMBERS OF BIDDERS PRESENT AT THE TIME OF OPEINING OF BIDS	03
14). BID EVALUATION REPORT (Enclose a copy)	YES
15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER.	**A-B Construction Company:**
16). CONTRACT AWARD PRICE	SANCTION RUPEES **Rs. *10,00,000/-***
17). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E. 1ST 2ND 3RD EVALUATION BID).	1ST A-B Construction Company 2ND M/S Khan Muhammad 3RD M/S Khadim Hussain

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

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 ETC. WITH BRIEF REASONS.

19). PROVIDING AUTHORITY FOR AWARD OF CONTRACT Town Officer, TC, Garhi Khairo

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

YES	✓	NO	

21). ADVERTISEMENT:

i) SPPRA Website
(if yes give date & SPPRA Identification No.

YES	www.pprasindhgov.pk SPPRA Tender SR No. 30643 Dt: 28-11-2016

ii) Newspapers
(if yes give names of newspapers & dates)

YES	✓	NO	

22). NATURE OF CONTRACT

DOMESTIC/ LOCAL	✓ LOCAL	INT	

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

YES	✓	NO	

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

YES	✓	NO	

25). WHETHER APPROVAL OF COMPETENT AUTHORITYWAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

YES		NO	N/A

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 COMPLAINT?

YES		NO	N/A

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 a copy of the bid evaluation report).

YES	✓	NO	

31). ANY COMPLAINTS RECEIVED (if yes, result thereof).

YES		NO	N/A

32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (if yes, given details).

YES		NO	✓

33). WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, given reasons)

YES		NO	✓

34). DEVIATION FROM QUALIFICATION CRITERIA (if yes, 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 ABROAD? (if yes, enclose a copy)

YES		NO	N/A

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

YES		NO	N/A

38). SPECIAL CONDITION, IF ANY (if yes, give Brief Description)

YES		NO	✓

CHAIRMAN
Town Committee
Garhi Khairo

Signature & Official Stamp of Authorized Officer

FOR OFFICE USE ONLY

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1). NAME OF THE ORGANIZATION / DEPTT.	TC Garhi Khairo
2). PROVINCIAL / LOCAL GOVT. / OTHER	LOCAL GOVERMENT
3). TITLE OF CONTRACT	**PURCHASE AND SUPPLY OF WATER TANK WITH MATERIAL TOWN GARHI KHAIRO**
4) TENDER NUMBER	
5). BRIEF DESCRIPTION OF CONTRACT	P/S Water Tank
6). FORUM THAT APPROVED THE SCHEME	Town Committee, Garhi Khairo
7). TENDER ESTIMATED VALUE	Rs. 10,00,000/- Offer Rate Basis
8). ENGINEER'S ESTIMATE (FOR CIVIL WORK ONLY)	**PC –Cost Rs.10,00,000/-**
9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(03) MONTHS
10). TENDER OPENED ON DATE AND TIME	31-05-2017 AT 02:00 PM.
11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers).	03
12). NUMBER OF BIDS RECEIVED	03
13). NUMBERS OF BIDDERS PRESENT AT THE TIME OF OPEINING OF BIDS	03
14). BID EVALUATION REPORT (Enclose a copy)	YES
15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER.	**A-B Construction Company:**
16). CONTRACT AWARD PRICE	SANCTION RUPEES **Rs. *10,00,000/-***
17). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E. 1ST 2ND 3RD EVALUATION BID).	1ST A-B Construction Company 2ND M/S Khan Muhammad 3RD M/S Khadim Hussain

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

B). SINGLE STAGE-TWO ENVELOPE PROCEDURE

C). TWO STAGE BIDDING PROCEDURE

D). TWO STAGE-TWO ENVELOPE BIDDING PROCEDURE

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

19). PROVIDING AUTHORITY FOR AWARD OF CONTRACT Town Officer, TC, Garhi Khairo

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

YES	✓	NO	

21). ADVERTISEMENT:

i) SPPRA Website
(if yes give date & SPPRA Identification No.

YES	www.pprasindhgov.pk SPPRA Tender SR No. 33417 Dt: 16-05-2017

ii) Newspapers
(if yes give names of newspapers & dates)

YES	✓	NO	

22). NATURE OF CONTRACT

DOMESTIC/ LOCAL	✓ LOCAL	INT	

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

YES	✓	NO	

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

YES	✓	NO	

25). WHETHER APPROVAL OF COMPETENT AUTHORITYWAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

YES		NO	N/A

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 COMPLAINT?

YES		NO	N/A

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 a copy of the bid evaluation report).

YES	✓	NO	

31). ANY COMPLAINTS RECEIVED (if yes, result thereof).

YES		NO	N/A

32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (if yes, given details).

YES		NO	✓

33). WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, given reasons)

YES		NO	✓

34). DEVIATION FROM QUALIFICATION CRITERIA (if yes, 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 ABROAD? (if yes, enclose a copy)

YES		NO	N/A

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

YES		NO	N/A

38). SPECIAL CONDITION, IF ANY (if yes, give Brief Description)

YES		NO	✓

CHAIRMAN
Town Committee
Garhi Khairo

Signature & Official Stamp of Authorized Officer

FOR OFFICE USE ONLY

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1). NAME OF THE ORGANIZATION / DEPTT.	TC Garhi Khairo
2). PROVINCIAL / LOCAL GOVT. / OTHER	LOCAL GOVERMENT
3). TITLE OF CONTRACT	**REPAIR AND MAINTENANCE OLD VEHICLE GRAIGE NEAR POLICE STATION TOWN GARHI KHAIRO**
4) TENDER NUMBER	
5). BRIEF DESCRIPTION OF CONTRACT	R&M Graige for Vehicle
6). FORUM THAT APPROVED THE SCHEME	Town Committee, Garhi Khairo
7). TENDER ESTIMATED VALUE	Rs. 10,00,000/- Offer Rate Basis
8). ENGINEER'S ESTIMATE (FOR CIVIL WORK ONLY)	**PC –Cost Rs.10,00,000/-**
9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(03) MONTHS
10). TENDER OPENED ON DATE AND TIME	31-05-2017 AT 02:00 PM.
11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers).	03
12). NUMBER OF BIDS RECEIVED	03
13). NUMBERS OF BIDDERS PRESENT AT THE TIME OF OPEINING OF BIDS	03
14). BID EVALUATION REPORT (Enclose a copy)	YES
15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER.	**A-B Construction Company:**
16). CONTRACT AWARD PRICE	SANCTION RUPEES **Rs. *10,00,000/-***
17). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E. 1ST 2ND 3RD EVALUATION BID).	1ST A-B Construction Company 2ND M/S Zafarullah Laghari 3RD M/S Khan Muhammad

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

18). METHOD OF PROCUREMENT USED :- (TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE ✓

B). SINGLE STAGE-TWO ENVELOPE PROCEDURE

C). TWO STAGE BIDDING PROCEDURE

D). TWO STAGE-TWO ENVELOPE BIDDING PROCEDURE

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

19). PROVIDING AUTHORITY FOR AWARD OF CONTRACT Town Officer, TC. Garhi Khairo

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

YES	✓	NO	

21). ADVERTISEMENT:

i) SPPRA Website
(if yes give date & SPPRA Identification No.

YES	www.pprasindhgov.pk SPPRA Tender SR No. 33417 Dt: 16-05-2017

ii) Newspapers
(if yes give names of newspapers & dates)

YES	✓	NO	

22). NATURE OF CONTRACT

DOMESTIC/ LOCAL	✓ LOCAL	INT	

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

YES	✓	NO	

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

YES	✓	NO	

25). WHETHER APPROVAL OF COMPETENT AUTHORITYWAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

YES		NO	N/A

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 COMPLAINT?

YES		NO	N/A

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 a copy of the bid evaluation report).

YES	✓	NO	

31). ANY COMPLAINTS RECEIVED (if yes, result thereof).

YES		NO	N/A

32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (if yes, given details).

YES		NO	✓

33). WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, given reasons)

YES		NO	✓

34). DEVIATION FROM QUALIFICATION CRITERIA (if yes, 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 ABROAD? (if yes, enclose a copy)

YES		NO	N/A

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

YES		NO	N/A

38). SPECIAL CONDITION, IF ANY (if yes, give Brief Description)

YES		NO	✓

CHAIRMAN
Town Committee
Garhi Khairo

Signature & Official Stamp of Authorized Officer

FOR OFFICE USE ONLY

OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO.

Hello No: (0722) 673245

No: TC/Eng/635 /of 2017
Garhi Khairo Dated 22/08/2017

To,

M/S. Khadim Hussain Jamali
Government Contractor
R/O Shahdadkot

Subject: **CONSTRUCTION OF CC BLOCK HINDU MUHALLA TOWN GARHI KHAIRO.**

The rate quoted by you at 71.77% above schedule items, is lowest in competition hereby approved by the committee.

You are, therefore, requested to please start the work within seven days from the date of issue of this work order under the supervision of Engineer Town Committee Garhi Khairo.

The work should be carried out according to the specification as laid down in the scheduled – B. if any part of work is not executed according to PWD specifications the committee reserves the right to reject the same.

Since the time factor is considered to be essence of contract on your part as such, you are directed to please adhere to it strictly with the program of work as laid down under clause – 2 of the agreement. In case of failure please not that you shall yourself render and yourself liable to penal action as per terms and conditions of the agreement.

Please attend the office of the undersigned to complete the tender documents / agreement.

The time for completion of above work is allowed 01 month.

TOWN COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

Copy F.W.Cs to:

1. The Secretary, Local Government Department GoS, Karachi.
2. The MD, SPPRA Karachi.
3. The Town Officer, Town Committee, Garhi Khairo.
4. The Engineer, Town Committee, Garhi Khairo. The actual date of start / completion should be reported to this office as usual.
5. The Accountant, Town Committee Garhi Khairo.

TOWN COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO.

Hello No: (0722) 673245

No: TC/Eng/636 /of 2017
Garhi Khairo Dated 22/08/2017

To,

M/S. Khadim Hussain Jamali
Government Contractor
R/O Shahdadkot

Subject: **CONSTRUCTION OF TOUGH TILE (PAVING BLOCKS) NEAR HYDER SHAH DISPOSAL TOWN GARHI KHAIRO.**

The rate quoted by you at 29% above schedule items, is lowest in competition hereby approved by the committee.

You are, therefore, requested to please start the work within seven days from the date of issue of this work order under the supervision of Engineer Town Committee Garhi Khairo.

The work should be carried out according to the specification as laid down in the scheduled – B. if any part of work is not executed according to PWD specifications the committee reserves the right to reject the same.

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(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

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TOWN COMMITTEE GARHI KHAIRO * DISTRICT JACOBABAD

(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO.

Hello No: (0722) 673245

No: TC/Eng/ 637 /of 2017
Garhi Khairo Dated: 22/03 /2017

To,

M/S. A-B Construction Com:
Government Contractor
R/O Shahdadkot

Subject: **SUPPLY AND FIXING CC TV CAMERA IN TOWN GARHI KHAIRO.**

The rate quoted by you at as per quoted rate schedule items, is lowest in competition hereby approved by the committee.

You are, therefore, requested to please start the work within seven days from the date of issue of this work order under the supervision of Engineer Town Committee Garhi Khairo.

The work should be carried out according to the specification as laid down in the scheduled – B. if any part of work is not executed according to PWD specifications the committee reserves the right to reject the same.

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(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO.

Hello No: (0722) 673245

No: TC/Eng/ 638 /of 2017
Garhi Khairo Dated: 22/08 /2017

To,

M/S. A-B Construction Comp:
Government Contractor
R/O Shahdadkot

Subject: **PURCHASE AND SUPPLY WATER TANK WITH MATERIAL TOWN GARHI KHAIRO.**

The rate quoted by you at per quoted rate schedule items, is lowest in competition hereby approved by the committee.

You are, therefore, requested to please start the work within seven days from the date of issue of this work order under the supervision of Engineer Town Committee Garhi Khairo.

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(MIR KHAIR BAKHSH SHAHLIANI)
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TOWN COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

OFFICE OF THE TOWN COMMITTEE GARHI KHAIRO.

Hello No: (0722) 673245

No: TC/Eng/ 639 /of 2017
Garhi Khairo Dated: 22/08/2017

To,

M/S. Khadim Hussain Jamali
Government Contractor
R/O Shahdadkot

Subject: **REPAIR AND MAINTAINCE OLD VEHICAL GRAIGE TOWN GARHI KHAIRO.**

The rate quoted by you at 7.09% above schedule items, is lowest in competition hereby approved by the committee.

You are, therefore, requested to please start the work within seven days from the date of issue of this work order under the supervision of Engineer Town Committee Garhi Khairo.

The work should be carried out according to the specification as laid down in the scheduled – B. if any part of work is not executed according to PWD specifications the committee reserves the right to reject the same.

Since the time factor is considered to be essence of contract on your part as such, you are directed to please adhere to it strictly with the program of work as laid down under clause – 2 of the agreement. In case of failure please not that you shall yourself render and yourself liable to penal action as per terms and conditions of the agreement.

Please attend the office of the undersigned to complete the tender documents / agreement.

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(MIR KHAIR BAKHSH SHAHLIANI)
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Town Committee
Garhi Khairo.

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TOWN COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

(MIR KHAIR BAKHSH SHAHLIANI)
CHAIRMAN
Town Committee
Garhi Khairo.

Construction of C.C. Block Hindu Muhalla Town Garhi Khairo

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

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

M/S. Khadim Hussain Tanvade
Shahdadkot.

TOWN COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

71.77% above.

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being excepted 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 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.

Town Committee
Garhi Khairo

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

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

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

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

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract. The contractor may, however seek any clarification not intended to alter substance of 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 Works

*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 persuance 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 Construction of C.C. Block Hindu Muhalla Town Garhi Khairo

(b) Estimated cost .. Rs. 10,00,000/-

(c) Earnest money .. Rs. 50,000/-

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

(d) This deposit at all be in accordance with paras 515 and 521 of the P.W.D.

(d) Security deposit—(including earnest money) .. Rs. 130000/-

Town Officer
Town Committee
Garhi Khairo

(T.O)

(e) Percentage, if any, to be deducted from bills (Rupees Fifteen & Fifty paisa - percent. 15.50%

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

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

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

Should this tender be accepted—I/we hereby agree to abide by and fulfil 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. 72 dated 31.5.17 from the Government Treasury or sub-Treasury at in respect of the sum of Rs.* 7000/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to the 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. 50,000/- shall be retained by the Goevrnment on account of such security deposite as aforesaid] *or* [(b) the full value of which shall be retained by the Govenrmment on account of the security deposit specified clause I (B) of the conditions].**

*Amount to be specified in words and figures.

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

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

Dated the day of 198

(Witnesses ***) Agreement & Security Deposit Rs. 10,00,000/- Ch. Tewaj Ali

(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.

*Signature of the officers by witness accepted.

Executive Engineer

Division (or Taluka Officer and Assistant)

Town Committee Garhi Khairo

Dated the day of 199

Conditions of Contract

Security deposits.

Clause 1.—The Person/Persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 Pr. less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Secrities indorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him with his tender amount to *per cent of all moneys so payable: such deduction to be held by the Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to*.....percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of

Town Officer
Town Committee
Garhi Khairo

money payble 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.

Compensation for delay.

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.

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 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:

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

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

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

and abide 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 of the estimated cost of the work as shown in the tender.

Action when whole of security deposit if forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive [illegible] on behalf of the Governor of Sind shall have power to adopt

(*a*) to rescind the contra[illegible] the contractor under the hand of [illegible] Executive Engineer shall be given and in that case the security [illegible] of the contractor shall stand forfeited and be absolutely at the disposal of the Government.

Action when whole of security deposit is forfeited.

(*b*) To employ labour paid by the the PublicWork 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.

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum 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 all due 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 15 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (*a*) or (*c*) of clause 3, he may, if he so requires, 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 absence 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 such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

Town Officer
Town Committee
Garhi Khairo

خادم حسین
Contractor

Extension of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground 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 PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

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

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

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given and the work considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or 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 contract shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Removal of "Bundhis".

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

Payment on intermediate 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 said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance

Contd.

Town Committee Garhi Khairo

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

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

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

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 depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on printed 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.

Store supplied by Government

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned, being as far as practicable for the convenience of the contractor but no 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 as may be needed him for the purposes of the contract only and the value of the quantity of the materials and stores so supplied shall be set off against the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities 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 to be at 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 not make any 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 specifications, drawings, orders, etc:

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

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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 be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions, as aforesaid.

Alterations in specification and design 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 shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 53 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contact work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (...) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge 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 with regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final. 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 or compensation for alteration into restriction of work.

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

*Enter here percentage, whom in tender.

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Shahdadkot

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 or 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-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 therefor.

Works to be open inspection.

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

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

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

Contractor 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 form, andwhether included in the specifications, or other documents, forming part of the contract referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

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خادم حسین
Contractor

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

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

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 works 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 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 be 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 demages and cost that may be awarded by the court in consequence.

Employment of female labour

Clause 24.—The employment of female labouers on works in the neighbourhood of soldiers, barracks should be avoided as far 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 commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by 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, prerequisite reward or advantage pecuniary or otherwise, shall either directly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of the contract being rescinded the security deposit of the contractor shall

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

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...e consequences shall ensure ... contract has been rescinded under ... by clause thereof and in addition the ... actor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Sum payable by way of compensation to be considered as reasonable compensation without reference 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 Supdtg: 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 Supdtg: Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Supdtg: Engineer to be final.

Clause 31.—The conrractor 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 purposes of this contractor 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.

**In case the contractor is not satisfied, he can refer the matter for arbitration within 30 days after the completion of work.

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

Lump sums in estimates.

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

Definition of works

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

Contractor percentage whether applied to net or gross amounts of Bill.

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

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however, be entitled, to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work. The contractor will submit the claim soon after the completion of the work and the same will be examined and decided within 30 days.

Compensation under the Workmen's Compensation Act.

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

Claim for quantities entered in the tender of estimate.

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

Employment of famine etc. 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 any 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 rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in barrow 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.—The 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 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 conditons shall not be allowed to tender for works and his name shall be removed from the list of contractors.

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

Pakistani, Timbers to be used.

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

COMMITTEE HALL DISTRICT JACOBABAD SINDH
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Certificate for concessionary freight charges form the Railway.

Clause 45.—If any materials, such 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 Governemt of semi Governemt 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 the Govt on this account.

Procedure of acceptance of tenders when tendered 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 carting of materials by vehicles having penumatic tyres.

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M L.A'S for bidden.

Clause 48—Certified that no member of Legislative Assembly is in partnership with me and that Governemt 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 Sale Tax.

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

Interest or share Government servant in the Work.

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

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

Executive Engineer	Thirty Days
Superintending Engineer	Sixty Days
Chief Engineer	Ninety Days
Government	One hundred & eighty days

Note:- The amount of earnest money of 4 th, 5 th and onwards lowest tenderers may at the request of such tenderes by refunded with in 15 days of the opening of the tenders.

Clause 52."If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part therof, the rights, duties or liabilities of either partly, then save in so far as the decision of any such matter is here in before provided for as has been so decided every such matter including whe ther its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may appointed in liis behalf by Chief Engineer, [Buildings]. 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;"

Note:- For claim of the contractor upto rupees one Lac, the Chief Engineer of the department will appoint any Superintanding Engineer, not incharge of the work, to act as arbitrator. In case the amount of the claim exceeds rupees one lac, the arbitration mechanism will consists of 3 members, one to be nominated by the Superinding Engineer, one to be nominated by the contractor and one to be mutually agreed by the nominated membars The decision given by the arbitrators will be final and binding upon both the parties.

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance

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Contd:

with the orders issued vide Gover ment P, W. D. circular Memo No,-1015 w dated 14th September 1937, and subsequent orders issued in this connection,

Divisional Accountant
Town Committee
Garhi Khairo

Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1006-1 dated 21 st February 1939, whereby the responsibility of getting the tender checked efficiently is placed with me.

Contractor

Executive Engineer
Garhi Khairo

Executive Engineer
Town Committee
Garhi Khairo

o Burma

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.	

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

(Signature of contractor)

(Signature of Executive Engineer)
Assistant Engineer
Town Committee
Garhi Khairo

SCHEDULE B

Memorandum showing items of work to be carried out.

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

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

Note 2.—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last columns 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)

Executive Engineer
Town Officer
Town Committee
Garhi Khairo

(Signature of Contractor)

Contractor

(Additional sheets if found necessary)

construction of Tough Tile Paving Block ..... Rs. 3500/=

G. R. P. W. D. Nos. 7938 of 6-1-36, 56-1 of 6-1-36, 1659-W of 27-9-37, G.C.M and M. Deptt. No. 383-P/37 of 9-11-1 (P. W. D.) No. S-173, 2-W of 22-2-39, 12-10-44, and 2-5-44, 65-W 1038/11-1 of 28-3-49, 5617-W 2 of 12-12-50.

M/S. Khadim Hussain Jamali Shahdadkot.

29 % above.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

TOWN COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being excepted 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 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.

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

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

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

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

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract. 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 vaild for the period mentioned below against sush authority.

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

Tender for Works

*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 persuance 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 Constn. of Tough Tile (paving Block) Rs. Near Hyder Shah Disposal.

(b) Estimated cost .. Rs. 10,00,000/-

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

(c) Earnest money .. Rs. 50,000/-

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

(d) Security deposit— (including earnest money) .. Rs. 130000/-.

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(e) Percentage, if any, to be deducted from bills (Rupees Fifteen R. fifty Paisa) percent. 15.50%

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

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

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

Should this tender be accepted—I/we hereby agree to abide by and fulfil 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. 71 dated 31.5.17 from the Government Treasury or sub-Treasury at in respect of the sum of Rs.* 1000-0 is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to the 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. 50,000/- shall be retained by the Goevrnment on account of such security deposite as aforesaid] *or* [(b) the full value of which shall be retained by the Govenrnment on account of the security deposit specified clause I (B) of the conditions].**

*Amount to be specified in words and figures.

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

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

Dated the day of 198

(Witnesses ***) Agreement Sanctioned for Rs. 18,00,000/- (Rs. Ten Lakh only)

(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

Division (or Authorised Assistant)

CHAIRMAN
Town Committee
Garhi Khairo

*Signature of the officers by witness accepted.

Dated the day of 198

Conditions of Contract

Security deposits.

Clause 1.—The Person/Persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 Pr. less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt: Secrities indorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him with his tender amount to *per cent of all moneys so payable: such deduction to be held by the Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to*..... ..percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of

Contractor

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money payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sullicient 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.

Compensation for delay.

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.

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 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:

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

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

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

and abide 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 of the estimated cost of the work as shown in the tender.

Action when whole of security deposit if forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in cash 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

(*a*) to rescind the contract [illegible] such 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 the Government.

Action when whole of security deposit is forfeited.

(*b*) To employ labour paid by the the PublicWork 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.

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

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

Clause 4.—If the progress of any particular portion of the work is unsatisfactory the Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (*b*) after giving the contract 15 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

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

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

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

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Extension of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution of 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 PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

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

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

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given and the work considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or 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 contract shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Removal of "Bundhis".

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

Payment on intermediate 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 said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. Such intermediate payments shall be regarded as payments by way of advances

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

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

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

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time deputed 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, be ... as practicable for the convenience of the contractor but no 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 ... needed him for the purposes of the contract only and the value ... quantity of the materials and stores so supplied shall be set ... deducted contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities ... 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 ... his hand, but the contractor shall not be entitled to return any ... materials except with the consent of the Engineer-in-charge and he shall ... 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 ... 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 ...ations lodged in the office of the Executive Engineer and ...ified by the parties to the said specification being a part of the contract. The contractor shall also

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

Contractor

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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 be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and design 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 shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 53 below as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contact work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (...) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge 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 with regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final. 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 or compensation for alteration into restriction of work.

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

*Enter here percentage, whom in tender,

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-incharge 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 it so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his on 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-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 therefor.

Works to be open inspection.

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

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

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

Contractor 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 form, andwhether included in the specifications, or other documents, forming part of the contract referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor

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

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

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 works area.

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 the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become payable to the contractor under this contract or otherwise.

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

Employment of female labour

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as far 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, become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by 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, prerequisite reward or advantage pecuniary or otherwise, shall either directly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of the contract being rescinded the security deposit of the contractor shall

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

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thereupon stand forfeited and be ab[illegible]ly at the diposal of Government and the same consequences shall ensure a[illegible] contract had been rescinded under clause 3thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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.

Works to be under direction of Superintending Engineer

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 Supdtg: 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.

Decision of Supdtg: Engineer to be final.

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

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

Clause 31.—The conrractor 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 purposes of this contractor 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.

**In case the contractor is not satisfied, he can refer the matter for arbitration within 30 days after the completion of work.

Lump sums in estimates.

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

Action where no specification.

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, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition of works.

Clause 34.—The expression "works" or "work" where used in these conditions shall, unless there be something in the subject of context repugnant

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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.

Contractor percentage whether applied to net or gross amounts of bill.

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

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however, be entitled, to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work. The contractor will submit the claim soon after the completion of the work and the same will be examined and decided within 30 days.

Compensation under the Workmen's Compensation Act.

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

Claim for quantities entered in the tender of estimate.

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

Employment of famine etc. 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 any 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 rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in barrow 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.—The 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 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 conditons shall not be allowed to tender for works and his name shall be removed from the list of contractors.

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

Pakistani, Timbers 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 Burmese and then to other British Timbers.

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Clause 45.—If any materials, such 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 Governemt of semi Governemt 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 prefrable against the Govt on this account.

Certificate for concessionary freight charges form 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 penumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

Executive Engineer	Thirty Days
Superintending Engineer	Sixty Days
Chief Engineer	Ninety Days
Government	One hundred & eighty days

Note:- The amount of earnest money of 4 th, 5 th and onwards lowest tenderers may at the request of such tenderes by refunded with in 15 days of the opening of the tenders.

Clause 52."If any question. difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part therof, the rights, duties or liabilities of either partly, then save in so far as the decision of any such matter is here in before provided for as has been so decided every such matter including whe ther its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may appointed in his behalf by Chief Engineer, [Buildings]. 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;"

Note:- For claim of the contractor upto rupees one Lac, the Chief Engineer of the department will appoint any Superintanding Engineer. not incharge of the work, to act as arbitrator. In case the amount of the claim exceeds rupees one lac, the arbitration mechanism will consists of 3 members, one to be nominated by the Superinding Engineer,one to be nominated by the contractor and one to be mutually agreed by the nominated membars The decision given by the arbitrators will be final and binding upon both the parties.

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance

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with the orders issued vide Gover ment P. W. D. circular Memo No.-1015 w dated 14th September 1937, and subsequent orders issued in this connection,

Accountant
Divisional Accountant
Town Committee
Garin Khairo

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

Contractor

Executive Engineer

Town Officer
Executive Engineer
Town Committee
Garin Khairo
Division

o Burma

SCHEDULE B

Memorandum showing items of work to be carried out.

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

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

Note 2.—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last columns 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 held good work under all conditions. site moisture, weather, etc.

(Signature of Executive Engineer / Town Officer / Assistant Engineer)

Additional sheets, if found necessary.

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.	

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.

خادم حسین

(Signature of contractor)

(Signature of Executive Engineer)
Assistant Engineer
Garhi Khairo

Repair and Maintenance of vehicle
Graige Town Gandhi Chairo

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

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

VISION

M/S A.B Construction Company Shahdadkot.

7.09% abave.

TOWN COMMITTEE GARHI KHAIRO
DISTRICT JACOBABAD

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being excepted 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 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.

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

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

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

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

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract. 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 Works

*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 persuance 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 *old Repair of old vehicle Garage* .. Rs. *1000000/-*

(b) Estimated cost .. Rs. *1000000/=*

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

(c) Earnest money .. Rs. *50000/=*

(d) This deposit at all be in accordance with paras 515 and 521 of the P.W.D.

(d) Security deposit—(including earnest money) .. Rs. ~~80000/=~~ *130000/=*

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(e) Percentage, if any, to be deducted from bills 15.50 %
(Rupees Fifteen and fifty Paisa percent. 15.50 %

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

(f) Time allowed for the work from date of written order to commence (01) months.

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

Should this tender be accepted—I/we hereby agree to abide by and fulfil 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. 69 dated 31.5.17 from the Government Treasury or sub-Treasury at in respect of the sum of Rs.* 1000/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to the 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. 50,000/- shall be retained by the Goevrnment on account of such security deposite as aforesaid] or [(b) the full value of which shall be retained by the Govenrnment on account of the security deposit specified clause I (B) of the conditions].**

*Amount to be specified in words and figures.

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

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

Dated the Agreement Sanctioned for, 198
(Witnesses***) Rs. 10,00,000/- (Rs. Ten Lac only)
(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.

*Signature of the officers by witness accepted.

Executive Engineer
Town Officer
Town Committee
Garhi Khairo
Division (or Town Officer/Assistant)
CHAIRMAN
Town Committee
Garhi Khairo

Dated the day of 198

Conditions of Contract

Security deposits.

Clause 1.—The Person/Persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 Pr. less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Secrities indorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him with his tender amount to *per cent of all moneys so payable: such deduction to be held by the Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to*.....percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of

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money payble 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.

Compensation for delay.

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.

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 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:

1/4th	of the work in	1/4 th	of the time
1/2	of the work in	1/2	of the time
3/4th	of the work in	3/4th	of the time

and abide 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 of the estimated cost of the work as shown in the tender.

Action when whole of security deposit if forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or 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 [illegible] entitled to the

(*a*) to rescind the contract [illegible] 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 the Government.

Action when whole of security deposit is forfeited.

(*b*) To employ labour paid by the the PublicWork 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.

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum 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 all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (*b*) after giving the contract 15 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (*a*) or (*c*) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the absence 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 requiring 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 such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

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Extension of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground 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 PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

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

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

Final certificate.

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

Removal of "Bundhis".

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

Payment on intermediate 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 said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned, being ... as practicable for the convenience of the contractor but no 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 ... needed him for the purposes of the contract only and the value ... quantity of the materials and stores so supplied shall be set ... contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government ... 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 ... his hand, but the contractor shall not be entitled to return any ... except with the consent of the Engineer-in-charge and he shall ... 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 ... regards materials and all other matters in strict accordance with the ... specifications lodged in the office of the Executive Engineer and initialled by ... the said specification being a part of the contract. The contractor shall also

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

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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 be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions, as aforesaid.

Alterations in specification and design 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 shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 53 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contact work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (...) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge 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 with regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final. 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 or compensation for alteration into restriction of work.

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

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*Enter here percentage, whom in tender,

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 or 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-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 therefor.

Works to be open inspection.

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

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

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

Contractor 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 form, andwhether included in the specifications, or other documents, forming part of the contract referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

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

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

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 works 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 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 be 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 demages and cost that may be awarded by the court in consequence.

Employment of female labour

Clause 24.—The employment of female labouers on works in the naighbourhood of soldiers, barracks should be avoided as far 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 commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by 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, prerequisite reward or advantage pecuniary or otherwise, shall either directly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of contract being rescinded the security deposit of the contractor shall

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

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the same consequences shall ensue as ... contract and ... rescinding under clause 3thereof and in addition the ... tor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Sum payable by way of compensation to be considered as reasonable compensation without reference 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 Supdtg: 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 Supdtg: Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Supdtg: Engineer to be final.

Clause 31.—The conrractor 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 purposes of this contractor 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.

**In case the contractor is not satisfied, he can refer the matter for arbitration within 30 days after the completion of work.

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

Lump sums in estimates.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, than 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

Definition of works

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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.

Contractor percentage whether applied to net or gross amounts of bill.

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

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however, be entitled, to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work. The contractor will submit the claim soon after the completion of the work and the same will be examined and decided within 30 days.

Compensation under the Workamen's Compensation Act.

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

Claim for quantities entered in the tender of estimate.

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

Employment of famine etc. 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 any 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 rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in barrow 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.—The 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 employments 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 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 of which is immature shall be employed on the work.

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

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

Pakistani, Timbers 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 and then to other British Timbers.

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Clause 45.—If any materials, such 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 Governemt of semi Governemt 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 the Govt on this account.

Certificate for concessionary freight charges form 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 penumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

Executive Engineer	Thirty Days
Superintending Engineer	Sixty Days
Chief Engineer	Ninety Days
Government	One hundred & eighty days

Note:- The amount of earnest money of 4 th, 5 th and onwards lowest tenderers may at the request of such tenderes by refunded with in 15 days of the opening of the tenders.

Clause 52."If any question. difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part therof, the rights, duties or liabilities of either partly, then save in so far as the decision of any such matter is here in before provided for as has been so decided every such matter including whe ther its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may appointed in his behalf by Chief Engineer, [Buildings]. 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;"

Note:- For claim of the contractor upto rupees one Lac, the Chief Engineer of the department will appoint any Superintanding Engineer. not incharge of the work, to act as arbitrator. In case the amount of the claim exceeds rupees one lac, the arbitration mechanism will consists of 3 members, one to be nominated by the Superinding Engineer,one to be nominated by the contractor and one to be mutually agreed by the nominated membars The decision given by the arbitrators will be final and binding upon both the parties.

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance

Town Officer
Town Committee
Garhi Khairo

with the orders issued vide Gover ment P. W. D. circular Memo No.-1015 w dated 14th September 1937, and subsequent orders issued in this connection,

Accountant
Town Committee
Garhi Khairo

Divisional Accountant

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

Contractor

Executive Engineer
Town Committee
Garhi Khairo

Executive Engineer

Town Officer
Town Committee
Garhi Khairo

Town Officer
Town Committee
Garhi Khairo

o Burma

SCHEDULE B

Memorandum showing items of work to be carried out.

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

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

Note 2.—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last columns 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 held good work under all conditions, site moisture, weather, etc.

(Signature of Executive Engineer / Assistant Engineer)

Additional sheets, if found necessary

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.	

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

(Signature of Contractor)

(Signature of Executive Engineer)

Town Officer
Town Panchayat
Garlahalli

(B.O.Q)

NAME OF WORK : **CONSTRUCTION OF CC BLOCK AT HINDU MUHALLA TOWN GARHI KHAIRO DISTRICT JACOBABAD.**

S.No	Description		Qty	@Rs.	Rate	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)					-	
		Qty	5,985.00	@Rs.	2,117.50	P%0 Cft	12,673.00
2	Carriage of Earth (CSI.No,8 P-02) Qty Same item No.4					-	
		Qty	5,985.00	@Rs.	407.00	P%0 Cft	2,436.00
3	Laying earth in 6" thick layers levelling, dressing and watering for compaction etc complete (GSI No 13b P4)					-	
		Qty	5,985.00	@Rs.	354.00	P%0 Cft	2,119.00
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)			-		-	
		Qty	1,496.25	@Rs.	1,141.25	P% Cft	17,076.00
5	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)			-		-	
		Qty	2,992.50	@Rs.	9,416.28	P% Cft	281,782.00
6	Providing & laying 1" thick toping cement concrete (1:2:4) including surface finishing and dividing into pannels (CSI NO:16 P-41) for 3" thick			-		-	
		Qty	5,985.00	@Rs.	4411.82	P% Cft	264,047.00
						Total:-	**580,133.0**

Conditions

1. The Work Shall have to be executed according to the PWD/PHE Specifications.
2. No premium on non schedule Items shall be paid to the contractor.
3. Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
4. The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

Premium 72.0 percentage above

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

NAME OF WORK : **CONSTRUCTION OF CC BLOCK AT HINDU MUHALLA TOWN GARHI KHAIRO DISTRICT JACOBABAD.**

S.No	Description		Qty	@Rs.	Rate	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)					-	
		Qty	5,985.00	@Rs.	2,117.50	P%0 Cft	12,673.00
2	Carriage of Earth (CSI.No,8 P-02) Qty Same item No.4					-	
		Qty	5,985.00	@Rs.	407.00	P%0 Cft	2,436.00
3	Laying earth in 6" thick layers levelling, dressing and watering for compaction etc complete (GSI No 13b P4)					-	
		Qty	5,985.00	@Rs.	354.00	P%0 Cft	2,119.00
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)			-		-	
		Qty	1,496.25	@Rs.	1,141.25	P% Cft	17,076.00
5	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)			-		-	
		Qty	2,992.50	@Rs.	9,416.28	P% Cft	281,782.00
6	Providing & laying 1" thick toping cement concrete (1:2:4) including surface finishing and dividing into pannels (CSI NO:16 P-41) for 3" thick			-		-	
		Qty	5,985.00	@Rs.	4411.82	P% Cft	264,047.00
						Total:-	**580,133.0**

Conditions

1 The Work Shall have to be executed according to the PWD/PHE Specifications.
2 No premium on non schedule Items shall be paid to the contractor.
3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

Tenderer = 73% above

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

NAME OF WORK : **CONSTRUCTION OF CC BLOCK AT HINDU MUHALLA TOWN GARHI KHAIRO DISTRICT JACOBABAD.**

S.No	Description		Qty	@Rs.	Rate	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)					-	
		Qty	5,985.00	@Rs.	2,117.50	P%0 Cft	12,673.(
2	Carriage of Earth (CSI.No,8 P-02) Qty Same item No.4					-	
		Qty	5,985.00	@Rs.	407.00	P%0 Cft	2,436.(
3	Laying earth in 6" thick layers levelling, dressing and watering for compaction etc complete (GSI No 13b P4)					-	
		Qty	5,985.00	@Rs.	354.00	P%0 Cft	2,119.0(
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)			-		-	
		Qty	1,496.25	@Rs.	1,141.25	P% Cft	17,076.0(
5	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)			-		-	
		Qty	2,992.50	@Rs.	9,416.28	P% Cft	281,782.00
6	Providing & laying 1" thick toping cement concrete (1:2:4) including surface finishing and dividing into pannels (CSI NO:16 P-41) for 3" thick			-		-	
		Qty	5,985.00	@Rs.	4411.82	P% Cft	264,047.00
						Total:-	**580,133.0**

Conditions

1. The Work Shall have to be executed according to the PWD/PHE Specifications.
2. No premium on non schedule Items shall be paid to the contractor.
3. Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
4. The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

= 71.77% above

Contractor

Town Officer
Town Committee
Garhi Khairo

B.O.Q

Name of Work: **Supply and Fixing Tough Tiles (Paving Blocks) Near Hyder Shah Disposal Town Garhi Khairo**

S.No	Description		Qty	@Rs	Rate	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)	1					
		Qty	2,920.00	@Rs	2,117.50	P%0cft	6,183.00
2	Carriage of Earth (CSI.No,8 P-02) Qty Same item No.4						
		Qty	2,920.00	@Rs	407.00	P%0cft	1,188.00
3	Laying earth in 6" thick layers levelling, dressing and watering for compaction etc complete (GSI No 13b P4)						
		Qty	2,920.00	@Rs	354.00	P%0cft	1,034.00
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)						
		Qty	730.00	@Rs	1,141.25	P%0cft	8,331.00
5	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)						
		Qty	1,080.40	@Rs	9,416.28	P%0cft	101,733.00
6	Providing and fixing cement paving blocks flooring having size of 197 x 97 x 80 mm of city/ qudda / cobble shape with natural color having strength between 5000psi to 8500 psi i/c filling the joits with hillsand and laying in specified manner / pattern and design etc complete (GSINo 73 P49)						
		Qty	2,920.00	@Rs	223.97	P%0cft	653,992.00
						Total:-	772,461.0

Item = 29% ABOVE

خادم حسین

Town Officer
Town committee
Garhi Khairo

B.O.Q

Name of Work: **Supply and Fixing Tough Tiles (Paving Blocks) Near Hyder Shah Disposal Town Garhi Khairo**

S.No	Description		Qty	@Rs	Rate	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)	1					
		Qty	2,920.00	@Rs	2,117.50	P%0cft	6,183.00
2	Carriage of Earth (CSI.No,8 P-02) Qty Same item No.4						
		Qty	2,920.00	@Rs	407.00	P%0cft	1,188.00
3	Laying earth in 6" thick layers levelling, dressing and watering for compaction etc complete (GSI No 13b P4)						
		Qty	2,920.00	@Rs	354.00	P%0cft	1,034.00
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)						
		Qty	730.00	@Rs	1,141.25	P%0cft	8,331.00
5	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)						
		Qty	1,080.40	@Rs	9,416.28	P%0cft	101,733.00
6	Providing and fixing cement paving blocks flooring having size of 197 x 97 x 80 mm of city/ qudda / cobble shape with natural color having strength between 5000psi to 8500 psi i/c filling the joits with hillsand and laying in specified manner / pattern and design etc complete (GSINo 73 P49)						
		Qty	2,920.00	@Rs	223.97	P%0cft	653,992.00
						Total:-	**772,461.0**

Premium = 30% above

Aamir Ali

Town Officer
Town committee
Garhi Khairo

B.O.Q

Name of Work: **Supply and Fixing Tough Tiles (Paving Blocks) Near Hyder Shah Disposal Town Garhi Khairo**

S.No	Description		Qty	@Rs	Rate	Unit	Amount
1	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P 1)	1					
		Qty	2,920.00	@Rs	2,117.50	P%0cft	6,183.00
2	Carriage of Earth (CSI.No,8 P-02) Qty Same item No.4						
		Qty	2,920.00	@Rs	407.00	P%0cft	1,188.00
3	Laying earth in 6" thick layers levelling, dressing and watering for compaction etc complete (GSI No 13b P4)						
		Qty	2,920.00	@Rs	354.00	P%0cft	1,034.00
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)						
		Qty	730.00	@Rs	1,141.25	P%0cft	8,331.00
5	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)						
		Qty	1,080.40	@Rs	9,416.28	P%0cft	101,733.00
6	Providing and fixing cement paving blocks flooring having size of 197 x 97 x 80 mm of city/ qudda / cobble shape with natural color having strength between 5000psi to 8500 psi i/c filling the joits with hillsand and laying in specified manner / pattern and design etc complete (GSINo 73 P49)						
		Qty	2,920.00	@Rs	223.97	P%0cft	653,992.00
						Total:-	**772,461.0**

Premium = 31% above

Town Officer
Town committee
Garhi Khairo

(B.O.Q)

Name of Work: Supply and Fixing CC TV Camera's in Town Garhi Khairo District Jacobabad.

S.NO	DESCRIPTION	QTY	UNIT PRIZE	TOTAL
1	IP CAMRA WITH ROTATION + ZOOM WIRELESS	01	Rs.40000/-	Rs.40000/-
2	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.15000/-	Rs.15000/-
3	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.12500/-	Rs.12500/-
4	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.30000/-	Rs.30000/-
5	DVR GOOD WITH 09 CHANNEL	01	Rs.30000/-	Rs.30000/-
6	DVR GOOD WITH 09 CHANNEL	01	Rs.25500/-	Rs.25500/-
7	DVR GOOD WITH 09 CHANNEL	01	Rs.50000/-	Rs.50000/-
8	COAXIAL CABLE PER METER	01	Rs.45/-	Rs.45/-
9	LABOUR CHARGES PER CAMRA	01	Rs.5000/-	Rs.5000/-
10	HARD DRIVE WITH ONE MONTH BACKUP	01	Rs.9500/-	Rs.9500/-
11	LCD MONITOR (USED)	01	Rs.4400/-	Rs.4400/-
12	LCD/LED MONITOR (NEW)	01	Rs.10000/-	Rs.10000/-
			Total	**321945/-**
	3 Nos. Rs. 321945 x 3 =		Rs.	**965835/-**

2 No premium on non schedule Items shall be paid to the contractor.

3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates

4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

Rs = 1080000/= (Quated Rate)

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

Name of Work: Supply and Fixing CC TV Camera's in Town Garhi Khairo District Jacobabad.

S.NO	DESCRIPTION	QTY	UNIT PRIZE	TOTAL
1	IP CAMRA WITH ROTATION + ZOOM WIRELESS	01	Rs.40000/-	Rs.40000/-
2	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.15000/-	Rs.15000/-
3	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.12500/-	Rs.12500/-
4	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.30000/-	Rs.30000/-
5	DVR GOOD WITH 09 CHANNEL	01	Rs.30000/-	Rs.30000/-
6	DVR GOOD WITH 09 CHANNEL	01	Rs.25500/-	Rs.25500/-
7	DVR GOOD WITH 09 CHANNEL	01	Rs.50000/-	Rs.50000/-
8	COAXIAL CABLE PER METER	01	Rs.45/-	Rs.45/-
9	LABOUR CHARGES PER CAMRA	01	Rs.5000/-	Rs.5000/-
10	HARD DRIVE WITH ONE MONTH BACKUP	01	Rs.9500/-	Rs.9500/-
11	LCD MONITOR (USED)	01	Rs.4400/-	Rs.4400/-
12	LCD/LED MONITOR (NEW)	01	Rs.10000/-	Rs.10000/-
			Total	**321945/-**
	3 Nos. Rs. 321945 x 3 =		Rs.	**965835/-**

2 No premium on non schedule Items shall be paid to the contractor.

3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates

4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

Rs: 1050000/- (Quoted as per marked Rate)

Contractor

Town Officer
Town Committee
Garhi Khairo

Town Committee Garhi Khairo

S No. 16

(B.O.Q)

Name of Work: Supply and Fixing CC TV Camera's in Town Garhi Khairo District Jacobabad.

S.NO	DESCRIPTION	QTY	UNIT PRIZE	TOTAL
1	IP CAMRA WITH ROTATION + ZOOM WIRELESS	01	Rs.40000/-	Rs.40000/-
2	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.15000/-	Rs.15000/-
3	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.12500/-	Rs.12500/-
4	WIRED CAMRA HD WITH NIGHT VISION	01	Rs.30000/-	Rs.30000/-
5	DVR GOOD WITH 09 CHANNEL	01	Rs.30000/-	Rs.30000/-
6	DVR GOOD WITH 09 CHANNEL	01	Rs.25500/-	Rs.25500/-
7	DVR GOOD WITH 09 CHANNEL	01	Rs.50000/-	Rs.50000/-
8	COAXIAL CABLE PER METER	01	Rs.45/-	Rs.45/-
9	LABOUR CHARGES PER CAMRA	01	Rs.5000/-	Rs.5000/-
10	HARD DRIVE WITH ONE MONTH BACKUP	01	Rs.9500/-	Rs.9500/-
11	LCD MONITOR (USED)	01	Rs.4400/-	Rs.4400/-
12	LCD/LED MONITOR (NEW)	01	Rs.10000/-	Rs.10000/-
			Total	**321945/-**
	3 Nos. Rs. 321945 x 3 =		Rs.	**965835/-**

2 No premium on non schedule Items shall be paid to the contractor.

3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates

4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

Quotede as per market Rates.

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

NAME OF WORK : "PURCHASE AND SUPPLY WATER TANK WITH MATERIAL FOR TOWN GARHI KHAIRO DISTRICT JACOBABAD

S.No	Description		Qty		@Rs.	Rate	Unit	Amount
1	Water Tank 10 gage steel Chadar		1000 Sft		@Rs.	190.00	1 Sft	190,000.00
2	Frame for Water Tank		1.00		@Rs.	240000.00	1	240000.00
3	Tyre M. Arif Co.		4.00		@Rs.	35000.00	each	140000.00
4	Tyre Rim		4.00		@Rs.	12500.00	each	50000.00
5	Water Fire		1.00		@Rs.	210000.00	each	210000.00
6	Color 3 Coats		1.00		@Rs.	23333.00	each	70000.00
7	Labor Charges etc				@Rs.	100000.00	etc	100000.00
							Total	**1,000,000.00**

2 No premium on non schedule Items shall be paid to the contractor.

3 Any [illegible] & omision and description of Item of work will be governed with relvent Schedule of Rates

4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

⇒ Quotede as per marked rates

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

NAME OF WORK : PURCHASE AND SUPPLY WATER TANK WITH MATERIAL FOR TOWN GARHI KHAIRO DISTRICT JACOBABAD

S.No	Description		Qty	@Rs.	Rate	Unit	Amount
1	Water Tank 10 gage steel Chadar		1000 Sft	@Rs.	190.00	1 Sft	190,000.00
2	Frame for Water Tank		1.00	@Rs.	240000.00	1	240000.00
3	Tyre M. Arif Co.		4.00	@Rs.	35000.00	each	140000.00
4	Tyre Rim		4.00	@Rs.	12500.00	each	50000.00
5	Water Fire		1.00	@Rs.	210000.00	each	210000.00
6	Color 3 Coats		1.00	@Rs.	23333.00	each	70000.00
7	Labor Charges etc			@Rs.	100000.00	etc	100000.00
						Total	1,000,000.00

2 No premium on non schedule Items shall be paid to the contractor.

3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates

4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

1090300/2 (Quoted market Rate)

خادم حسین

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

NAME OF WORK : PURCHASE AND SUPPLY WATER TANK WITH MATERIAL FOR TOWN GARHI KHAIRO DISTRICT JACOBABAD

S.No	Description		Qty	@Rs.	Rate	Unit	Amount
1	Water Tank 10 gage steel Chadar		1000 Sft	@Rs.	190.00	1 Sft	190,000.00
2	Frame for Water Tank		1.00	@Rs.	240000.00	1	240000.00
3	Tyre M. Arif Co.		4.00	@Rs.	35000.00	each	140000.00
4	Tyre Rim		4.00	@Rs.	12500.00	each	50000.00
5	Water Fire		1.00	@Rs.	210000.00	each	210000.00
6	Color 3 Coats		1.00	@Rs.	23333.00	each	70000.00
7	Labor Charges etc			@Rs.	100000.00	etc	100000.00
						Total	1,000,000.00

2 No premium on non schedule Items shall be paid to the contractor.

3 Any e[illegible] & omision and description of Item of work will be governed with relvent Schedule of Rates

4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

1054000/- Quoted Rate

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

Name of Work

Repair of Old Vehecle Garage Near Police Station of Town Garhi Khairo District Jacobabad

S.No	Description		Qty	Unit	Rate		Amount
1	Dismentaling of Cement Concrete plain1:2:4(CSI, I.No.19(c) P-10)						
		Qty	550.00	@Rs.	3,327.50	P% Cft	18,301.00
2	Dismentaling of 2nd class tile roofing (CSI, I.No.23(b) P-11)						
		Qty	1,107.25	@Rs.	378.13	P%0 Cft	4,187.00
3	Removing of cement or lime plaster (CSI.No.53,P-13)						
		Qty	4,398.00	@Rs.	121.00	P% sft	5,322.00
4	2nd Class tile roofing consisting of 4" thick earth and 1" mud plaster with Gobri leaping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinded provided over 2 layer of 12"x6"x2" laid in 1:6 mortar including 1:2 cement pointing under neath of tiles complete including curing etc (CSI.NO.2,P-37)						
		Qty	1,210.25	@Rs.	7,607.25	P%sft	92,067.00
5	Cement plaster 1:4 upto 20' height 1/2" thick (CSI No:11 P-57) Qty same as ite, of No.3						
		Qty	4,398.00	@Rs.	2,283.93	P%0 Cft	100,447.00
6	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)						
		Qty	550.00	@Rs.	9,416.28	P% Cft	51,790.00
7	Providing and laying 3" thick CC topping cement concrete 1:2:4 including surface finishing and dividing into panels (GSI No 16 P 47)						
	Ded: for pillars						
		Qty	1,070.00	@Rs.	3,275.50	P% Sft	35,048.00
8	Making and fixing Steel grated doors with1/16" thick sheeting including angle iron frame 2"x2"x3/8" and 3/4" square bars 4" centre to centre with locking arrangement (CSI.NO.24,P-97)						
		Qty	768.00	@Rs.	726.12	P. Sft	557,660.00
9	Preparing new surfaces and painting of new doors and windows any type (including edges) (GSI No 5(c)P-76)						
		Qty	1,536.00	@Rs.	823.63	P% Sft	12,651.00
10	White washing one coat (CSI.NO.25 P-59) Quantity same as Cement Plaster (**QTY same as item of cement plaster)**						

		Qty	4,398.00	@Rs.	425.84	P% Sft	18,728.00
11	Colour washing two coat (CSI.NO.25 P-59) Quantity same as Cement Plaster **(QTY same as item of cement plaster)**						
		Qty	4,398.00	@Rs.	859.90	P% Sft	37,818.00
						Total:-	**934,019.0**

Conditions

1 The Work Shall have to be executed according to the PWD/PHE Specifications.
2 No premium on non schedule Items shall be paid to the contractor.
3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

⇒7.09% above.

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

Name of Work — **Repair of Old Vehecle Garage Near Police Station of Town Garhi Khairo District Jacobabad**

S.No	Description		Qty	Unit	Rate		Amount
1	Dismentaling of Cement Concrete plain1:2:4(CSI, I.No.19(c) P-10)						
		Qty	550.00	@Rs.	3,327.50	P% Cft	18,301.00
2	Dismentaling of 2nd class tile roofing (CSI, I.No.23(b) P-11)						
		Qty	1,107.25	@Rs.	378.13	P%0 Cft	4,187.00
3	Removing of cement or lime plaster (CSI.No.53,P-13)						
		Qty	4,398.00	@Rs.	121.00	P% sft	5,322.00
4	2nd Class tile roofing consisting of 4" thick earth and 1" mud plaster with Gobri leaping over 1/2" thick cement plaster 1:6 with 34 lbs of hot bitumen coating sand blinder provided over 2 layer of 12"x6"x2" laid in 1:6 mortar including 1:2 cement pointing under neath of tiles complete including curing etc (CSI.NO.2,P-37)						
		Qty	1,210.25	@Rs.	7,607.25	P%sft	92,067.00
5	Cement plaster 1:4 upto 20' height 1/2" thick (CSI No:11 P-57) Qty same as ite, of No.3						
		Qty	4,398.00	@Rs.	2,283.93	P%0 Cft	100,447.00
6	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)						
		Qty	550.00	@Rs.	9,416.28	P% Cft	51,790.00
7	Providing and laying 3" thick CC topping cement concrete 1:2:4 including surface finishing and dividing into panels (GSI No 16 P 47)						
	Ded: for pillars						
		Qty	1,070.00	@Rs.	3,275.50	P% Sft	35,048.00
	Making and fixing Steel grated doors with1/16" thick sheeting including angle iron frame 2"x2"x3/8" and 3/4" square bars 4" centre to centre with locking arrangement (CSI.NO.24,P-97)						
		Qty	768.00	@Rs.	726.12	P. Sft	557,660.00
	Preparing new surfaces and painting of y doors and windows any type (including edges) (GSI No 5(c)P-76)						
		Qty	1,536.00	@Rs.	823.63	P% Sft	12,651.00
	White washing one coat (CSI.NO.25 P-59) Quantity same as Cement Plaster (**QTY me as item of cement plaster)**						

		Qty	4,398.00	@Rs.	425.84	P% Sft	18,728.00
11	Colour washing two coat (CSI.NO.25 P-59) Quantity same as Cement Plaster (**QTY same as item of cement plaster**)						
		Qty	4,398.00	@Rs.	859.90	P% Sft	37,818.00
						Total:-	**934,019.0**

Conditions

1 The Work Shall have to be executed according to the PWD/PHE Specifications.
2 No premium on non schedule Items shall be paid to the contractor.
3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

⇒ 8% above

Contractor

Town Officer
Town Committee
Garhi Khairo

(B.O.Q)

Name of Work — **Repair of Old Vehecle Garage Near Police Station of Town Garhi Khairo District Jacobabad**

S.No	Description		Qty	Unit	Rate		Amount
1	Dismentaling of Cement Concrete plain1:2:4(CSI, I.No.19(c) P-10)						
		Qty	550.00	@Rs.	3,327.50	P% Cft	18,301.00
2	Dismentaling of 2nd class tile roofing (CSI. I.No.23(b) P-11)						
		Qty	1,107.25	@Rs.	378.13	P%0 Cft	4,187.00
3	Removing of cement or lime plaster (CSI.No.53,P-13)						
		Qty	4,398.00	@Rs.	121.00	P% sft	5,322.00
4	2nd Class tile roofing consisting of 4" thick earth and 1" mud plaster with Gobri leaping over 1/2" thick cement plaster 1:6 with 3⁄4 lbs of hot bitumen coating sand blinded provided over 2 layer of 12"x6"x2" laid in 1:6 mortar including 1:2 cement pointing under neath of tiles complete including curing etc (CSI.NO.2,P-37)						
		Qty	1,210.25	@Rs.	7,607.25	P%sft	92,067.00
5	Cement plaster 1:4 upto 20' height 1/2" thick (CSI No:11 P-57) Qty same as ite, of No.3						
		Qty	4,398.00	@Rs.	2,283.93	P%0 Cft	100,447.00
6	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P14)						
		Qty	550.00	@Rs.	9,416.28	P% Cft	51,790.00
7	Providing and laying 3" thick CC topping cement concrete 1:2:4 including surface finishing and dividing into panels (GSI No 16 P 47)						
	Ded: for pillars						
		Qty	1,070.00	@Rs.	3,275.50	P% Sft	35,048.00
8	Making and fixing Steel grated doors with1/16" thick sheeting including angle iron frame 2"x2"x3/8" and 3/4" square bars 4" centre to centre with locking arrangement (CSI.NO.24,P-97)						
		Qty	768.00	@Rs.	726.12	P. Sft	557,660.00
9	Preparing new surfaces and painting of new doors and windows any type (including edges) (GSI No 5(c)P-76)						
		Qty	1,536.00	@Rs.	823.63	P% Sft	12,651.00
10	White washing one coat (CSI.NO.25 P-59) Quantity same as Cement Plaster **(QTY same as item of cement plaster)**						

		Qty	4,398.00	@Rs.	425.84	P% Sft	18,728.00
11	Colour washing two coat (CSI.NO.25 P-59) Quantity same as Cement Plaster **(QTY same as item of cement plaster)**						
		Qty	4,398.00	@Rs.	859.90	P% Sft	37,818.00
						Total:-	**934,019.0**

Conditions

1 The Work Shall have to be executed according to the PWD/PHE Specifications.
2 No premium on non schedule Items shall be paid to the contractor.
3 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
4 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.

⇒ 9% above

Contractor

Town Officer
Town Committee
Garhi Khairo

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.	

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

(Signature of contractor)

(Signature of Executive Engineer / Assistant Engineer)

SCHEDULE B

Memorandum showing items of work to be carried out.

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

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

Note 2.—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last columns 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)

with the orders issued vide Gover ment 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 Memornadum No. 1006-1 dated 21 st February, 1950, where in the responsibility of getting the tender checked efficiently is placed on me.

Contractor

Executive Engineer

Executive Engineer
Division

o Burma

Clause 45.—If any materials, such 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 Governemt of semi Governemt 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 the Govt 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 penumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M.L.A'S forbidden.

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

Executive Engineer	Thirty Days
Superintending Engineer	Sixty Days
Chief Engineer	Ninety Days
Government	One hundred & eighty days

Note:- The amount of earnest money of 4 th, 5 th and onwards lowest tenderers may at the request of such tenderes by refunded with in 15 days of the opening of the tenders.

Clause 52."If any question. difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part therof, the rights, duties or liabilities of either partly, then save in so far as the decision of any such matter is here in before provided for as has been so decided every such matter including whe ther its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may appointed in his behalf by Chief Engineer, [Buildings]. 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;"

Note:- For claim of the contractor upto rupees one Lac, the Chief Engineer of the department will appoint any Superintanding Engineer. not incharge of the work, to act as arbitrator. In case the amount of the claim exceeds rupees one lac, the arbitration mechanism will consists of 3 members, one to be nominated by the Superinding Engineer,one to be nominated by the contractor and one to be mutually agreed by the nominated membars The decision given by the arbitrators will be final and binding upon both the parties.

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance

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.

Contractor percentage whether applied to net or gross amounts of bill.

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

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however, be entitled, to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work. The contractor will submit the claim soon after the completion of the work and the same will be examined and decided within 30 days.

Compensation under the Workmen's Compensation Act.

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

Claim for quantities entered in the tender of estimate.

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

Employment of famine etc. 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 any 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 rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in barrow 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.—The 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 employments 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 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 conditons shall not be allowed to tender for works and his name shall be removed from the list of contractors.

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

Pakistani, Timbers 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 and then to other British Timbers.

Town Committee
Garhi Khairo

.eupon stand forfeited and be ab[illegible]ly at the diposal of Government and .e same consequences shall ensure a[illegible] contract had been rescinded under clause 3thereof 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 Supdtg: 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 Supdtg: Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Supdtg: Engineer to be final.

Clause 31.—The conrractor 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 purposes of this contractor 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.

**In case the contractor is not satisfied, he can refer the matter for arbitration within 30 days after the completion of work.

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

Lump sums in 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, than 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

Definition of works.

Contractor

[illegible]cer
[illegible]mittee

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

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

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 works 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 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 be 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 demages 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 naighbourhood of soldiers, barracks should be avoided as far 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 commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by 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, prerequisite reward or advantage pecuniary or otherwise, shall either directly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Conttract may by rescinded and security deposit forfeited for Sub-letting it without approval or for bribing a public officer or if Contractor becomes insolvent.

Town Officer
Town Committee

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-incharge 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 it so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his on 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-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 therefor.

Works to be open inspection.

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

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

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

Contractor 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 form, andwhether included in the specifications, or other documents, forming part of the contract referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

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 be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification 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 shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 53 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contact work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (...) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge 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 with regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final. 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 or compensation for alteration into restriction of work.

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

*Enter here percentage, whom in tender.

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

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

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

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 depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on printed 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.

Store supplied by Government

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned, be ... far as practicable for the convenience of the contractor but no 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 needed him for the purposes of the contract only and the value of the said quantity of the materials and stores so supplied shall be set off ... contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities ... 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 ... of his hand, but the contractor shall not be entitled to return any ... 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 specifications, drawings orders etc.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards 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

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Extension of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground 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 PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

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

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

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given and the work considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or 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 contract shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Removal of "Bundhis".

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

Payment on intermediate 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 said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance

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(*a*) to rescind the contract [illegible] such 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 the Government;

Action when whole of security deposit is forfeited.

(*b*) To employ labour paid by the the PublicWork 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.

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

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

Action when the progress of any particular position 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 all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (*b*) after giving the contract 15 day's 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 clauses 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 notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (*a*) or (*c*) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor,

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

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money payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sullicient 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.

Compensation for delay.

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.

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 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:

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

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

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

and abide 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 of the estimated cost of the work as shown in the tender.

Action when whole of security deposit if forfeited.

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

(e) Percentage, if any, to be deducted from bills (Rupees Fifteen & fifty paise) percent. 15.50%

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 per ent accordiua to the requirements of the cass where security deposit is taken See note to Clause I of conditions of contact.

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

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

Should this tender be accepted—I/we hereby agree to abide by and fulfil 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. 72 dated 31.5.17 from the Government Treasury or sub-Treasury at in respect of the sum of Rs.*1000 — is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to the 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. 50,000/- shall be retained by the Goevrnment on account of such security deposite as aforesaid] *or* [(b) the full value of which shall be retained by the Govenrnment on account of the security deposit specified clause I (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 198

(Witnesses ***) Agreement Sanctioned for Rs. 10,00,000/- (Rs. Ten Lac Only)

(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.

*Signature of the officers by witness accepted.

Executive Engineer

Division (or his authorised Assistant)

Town Committee Garhi Khairo

Dated the day of 198

Conditions of Contract

Security deposits.

Clause 1.—The Person/Persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 Pr. less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt: Secrities indorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him with his tender amount to *per cent of all moneys so payable: such deduction to be held by the Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to*.....percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of

Town Officer Town Committee

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

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

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

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

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract. The contractor may, however seek any clarification not intended to alter substance of 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 vaild for the period mentioned below against sush authority.

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

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sind, (hereinbefore) and herinafter 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 persuance 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 Purchase and Supply of water Tanks with Material .. Rs.

(b) Estimated cost .. Rs. 10,00,000/-

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

(c) Earnest money .. Rs. 50000/-

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

(d) Security deposit—(including earnest money) .. Rs. 130000/-

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Town Committee

Rs: 3500/-

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

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

M/S. A.B. Construction Company Shahdadkot.

(M/R.)

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being excepted 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 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.

Contractor

Town Committee
Garhi Khairo

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.	

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

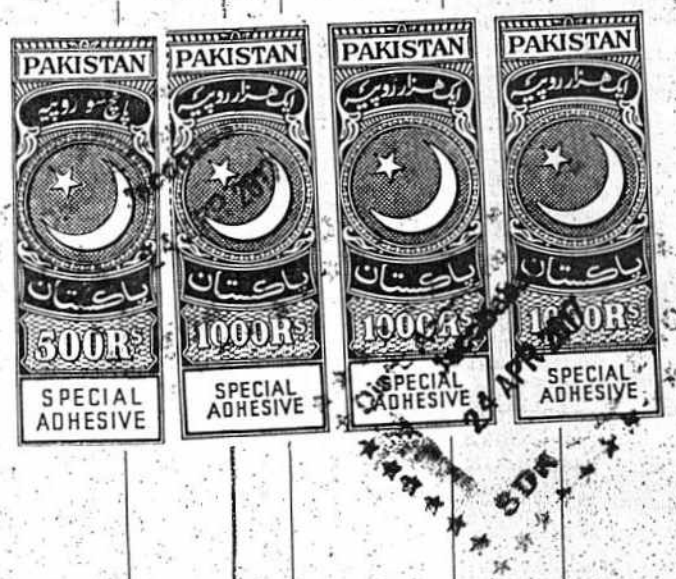
(Signature of contractor)

(Signature of Executive Engineer)
Assistant Engineer
Garhi Khairo

SCHEDULE B

Memorandum showing items of work to be carried out.

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



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

Note 2.—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last columns 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 held good work under all conditions. site moisture, weather, etc.

(Signature of Executive Engineer / Town Officer / Assistant Engineer)

Additional sheets, if found necessary.

with the orders issued vide Gover ment P. W. D. circular Memo No.-1015 w dated 14th September 1937, and subsequent orders issued in this connection,

Divisional Accountant
Town Committee
Garhi Khairo

Certified that I have noted the cohient of Government P. W. Dir Circular Memornadum No. 1006-1 dated 21 st February, 1950, where in the responsibility of getting the tender checked efficiently is placed on me.

Contractor

Executive Engineer
Town Committee
Garhi Khairo

Executive Engineer
Division

Clause 45.—If any materials, such 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 of 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 the Govt on this account.

Certificate for concessionary freight charges form 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 penumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M L.A'S for bidden.

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

Executive Engineer	Thirty Days
Superintending Engineer	Sixty Days
Chief Engineer	Ninety Days
Government	One hundred & eighty days

Note:- The amount of earnest money of 4 th, 5 th and onwards lowest tenderers may at the request of such tenderes by refunded with in 15 days of the opening of the tenders.

Clause 52."If any question. difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part therof, the rights, duties or liabilities of either partly, then save in so far as the decision of any such matter is here in before provided for as has been so decided every such matter including whe ther its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may appointed in his behalf by Chief Engineer, [Buildings]. 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;"

Note:- For claim of the contractor upto rupees one Lac, the Chief Engineer of the department will appoint any Superintanding Engineer. not incharge of the work, to act as arbitrator. In case the amount of the claim exceeds rupees one lac, the arbitration mechanism will consists of 3 members, one to be nominated by the Superinding Engineer,one to be nominated by the contractor and one to be mutually agreed by the nominated membars The decision given by the arbitrators will be final and binding upon both the parties.

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance

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Town Committee
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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.

Contractor percentage whether applied to net or gross amounts of bill.

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

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however, be entitled, to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work. The contractor will submit the claim soon after the completion of the work and the same will be examined and decided within 30 days.

Compensation under the Workmen's Compensation Act.

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

Claim for quantities entered in the tender of estimate.

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

Employment of famine etc. 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 any 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 rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in barrow 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.—The 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 employments 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 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 conditons shall not be allowed to tender for works and his name shall be removed from the list of contractors.

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

Pakistani, Timbers 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 and then to other British Timbers.

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thereupon stand forfeited and be ab[illegible]ly at the diposal of Government and the same consequences shall ensure a[illegible] contract had been rescinded under clause 3thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Works to be under direction of Superintending Engineer

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 Supdtg: 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.

Decision of Supdtg: Engineer to be final.

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

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

Clause 31.—The conrractor 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 purposes of this contractor 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.

**In case the contractor is not satisfied, he can refer the matter for arbitration within 30 days after the completion of work.

Lump sums in estimate.

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

Action where no specification.

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, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition works.

Clause 34.—The expression "works" or "work" where used in these conditions shall, unless there be something in the subject of context repugnant

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

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

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 works 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 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 be 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 demages and cost that may be awarded by the court in consequence.

Employment of female labour

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as far 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 commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by 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, prerequisite reward or advantage pecuniary or otherwise, shall either directly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

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

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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-incharge 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 it so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his on propor 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-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 therefor.

Works to be open inspection.

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

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

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

Contractor 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 form, andwhether included in the specifications, or other documents, forming part of the contract referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

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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 be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and design 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 shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contact work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (...) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge 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 with regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final. 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 or compensation for alteration into restriction of work.

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

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*Enter here percentage, whom in tender,

against the final payment only and ... 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 rejected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine, or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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

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

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 deputy 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.

Store supplied by Government

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned, being ... as practicable for the convenience of the contractor but no so ... in any way to control the meaning or effect of this contract specified in the ... dule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time ... needed him for the purposes of the contract only and the value ... quantity of the materials and stores so supplied shall be set ... covered contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securi... sum 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 ... his hand, but the contractor shall not be entitled to return any ... 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 specifications, drawings orders, etc:

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

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Extension of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution of 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 PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

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

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

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given and the work considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or 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 contract shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Removal of "Bundhis".

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

Payment on intermediate 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 said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred.the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance

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(*a*) to rescind the contract [illegible] 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 the Government.

Action when whole of security deposit is forfeited.

(*b*) To employ labour paid by the the PublicWork 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.

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

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

Action when the progress of any particular position 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 all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (*b*) after giving the contract 15 day's 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 clauses 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 notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (*a*) or (*c*) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and 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.

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money payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sullicient 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.

Compensation for delay.

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.

The security deposit lodged by a contractor (in cash or recoveries 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 shall be strictly observed by the contractor and shall reckoned from which the order to commence work is given to the contractor. the date o... throughout the stipulated period of the contract be proceeded The work sha... ligence (time being deemed to be of the essence of the with, with all du... of the contractor) and the contractor shall pay as contract on the part ...ual to one percent or such smaller amount as the pensation an amount ... decision in writing shall be final) may decide, Superintending Engineer (wh... of the whole work as shown by the of the amount of the est.imated co... ...mmenced, or unfinished, after tender for every day that the work remains ... the execution the proper dates. And further to ensure good p... the time of the work, the contractor shall be bound, in all ca... allowed for completion of a... y work exceeds one month, to com...

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

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

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

and abide 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 of the estimated cost of the work as shown in the tender.

Action when whole of security deposit if forfeited.

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

(e) Percentage, if any, to be ded[illegible] from bills (Rupees Fifteen and. fifty Paisa percent. 15·50%

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

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

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

Should this tender be accepted—I/we— hereby agree to abide by and fulfil 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. 70 dated 31·5·17 from the Government Treasury or sub-Treasury at 1000 — in respect of the sum of Rs.*1000— is herewith forwarded representing the earnest money [(*a*) the full value of which is to be absolutely forfeited to the 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 the Goevrnment on account of such security deposite as aforesaid] *or* [(*b*) the full value of which shall be retained by the Govenrnment on account of the security deposit specified clause I (B) of the conditions]. **

*Amount to be specified in words and figures.

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 Agreement day of Sanction 198

(Witnesses ***) for Rs: 10,00,000/ B. Tewari

(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
Town Committee
Garhi Khairo

CHAIRMAN
Town Committee
Garhi Khairo

Division (or his authorised Assistant)

*Signature of the officers by witness accepted.

Dated the day of 198

Conditions of Contract

Clause 1.—The Person / Persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 Pr. less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt: Secrities indorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him with his tender amount to *per cent of all moneys so payable: such deduction to be held by the Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to*.....percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of

Security deposits.

Contractor

Town Officer
Town Committee
Garhi Khairo

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

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

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

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

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract. 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 Works

*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 persuance 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.

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

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

(a) General description S/F of C.C.TV Cameras .. Rs. 10,00,000/-

(b) Estimated cost .. Rs. 10,00,000/-

(c) Earnest money .. Rs. 50,000/-

(d) Security deposit—(including earnest money) .. Rs. 138000/-

Officer
Town Committee
Garhi Khairo

Supplying and fixing C.C.TV. Camera in Town. Garhi Khairo 5:-35001=

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

FORM B-I

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

TOWN COMMITTEE GARHI KHAIRO DISTRICT JACOBABAD

M/S. A.B. Construction Company Shahdad Kot

(M/R).

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being excepted 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 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.

Contractor

Officer
Town Committee
Garhi Khairo