# 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 Rs. 10,00,000/- Offer Rate Basis 7). TENDER ESTIMATED VALUE 8). ENGINEER'S ESTIMATE PC -Cost Rs.10,00,000/-(FOR CIVIL WORK ONLY) 9). ESTIMATED COMPLETION PERIOD (03) MONTHS -(AS PER CONTRACT) 10). TENDER OPENED ON DATE AND TIME 31-05-2017 AT 02:00 PM. 11). NUMBER OF TENDER DOCUMENTS SOLD 03 (Attach list of buyers). 12). NUMBER OF BIDS RECEIVED 03 03 13). NUMBERS OF BIDDERS PRESENT AT THE TIME OF OPEINING OF BIDS 14). BID EVALUATION REPORT YES (Enclose a copy) M/S KHADIM HUSSAIN JAMALI: 15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER. SANCTION RUPEES Rs. 10,00,000/-16). CONTRACT AWARD PRICE

1ST M/S Khadim Hussain Jamali

3RD A-B Construction Company

2ND M/S Khan Muhammad

\_18). METHOD OF PROCUREMENT USED :- ( TICK ONE)

A). SINGLE STAGE-ONE ENVELOPE PROCEDURE

17). RANKING OF SUCCESSFUL BIDDER IN

(I.E. 1ST 2ND 3RD EVALUATION BID).

**EVALUATION REPORT** 

	_16). M A).		OF PROCURI E STAGE-ONE	E ENVELOPE PRO						_		
	В).	SINGL	E STAGE-TWO	O ENVELOPE PRO	OCEDURE		-					
=	C).	TWO S	TAGE BIDDIN	NG PROCEDURE			-					
• 1	D).	TWO S	TAGE-TWO E	NVELOPE BIDDI	NG PROCEDUR	E						
		DIFAC	E CDECIEVIE	ANN OFFIED MEET			١.				*	
	EMERO			ANY OTHER MET TRACTING ETC. V				S ADOF	TED 1.	e.		
	19). PF	ROVIDIN	NG AUTHORIT	ΓY FOR AWARD (	F CONTRACT	Tow	n Officer	<u>, TC, Ga</u>	arhi Kh	<u>iairo</u>		
	20). W	НЕТНЕ	R THE PROCU	JREMENT WAS II	NCLUDED IN A	NNUAL	PROCUI	REMEN	T PLA	N		
								YES	<b>√</b>	NO		
	21). AI		SEMENT:	•								
		i)	SPPRA Web	site date & SPPRA Ide	ntification No.							
			()8			YES		prasin				
		ii)	Newspapers	e'			SPPRA 7	Fender S	R No. 33	8417 Dt:	16-05-2	017
		11)	그리아 없는 아이를 하는 것이 없는 것이 없는 것이 없는 것이 없는 것이 없는데	names of newspa	pers & dates)							
							۴.	YES	1	NO	3	
				m								
	22) N.	ATHRE	OF CONTRAC									
	22). N	ATURE	OF CONTRAC	T								П
	22). N	ATURE	OF CONTRAC	T		DOM	ESTIC/I	OCAL.		<b>√</b> Locai		VT
							ESŢIC/ I		]	Locai	1.11	TV
	23). W	/нетне	ER QUALIFICA	ATION CRITERIA	WAS INCLUDE		• •		]	Locai	1.11	NT
	23). W	/нетне			WAS INCLUDE		• •		]	Locai	1.11	NT
	23). W (I: 24). W	/HETHE	ER QUALIFICA Iclose copy). ER BID EVALU			ED IN BI	DDING /	TEND	ER DO	LOCAL	1.11	NT
	23). W (I: 24). W DOCUI	/HETHE f yes, en /HETHE MENTS?	ER QUALIFICA Iclose copy). ER BID EVALU	ATION CRITERIA JATION CRITERIA		ED IN BI	DDING /	YES / TEND	ER DO	LOCAI CUMEN NO	1.11	NT
	23). W (I: 24). W DOCUI	/HETHE f yes, en /HETHE MENTS?	ER QUALIFICA Iclose copy). ER BID EVALU	ATION CRITERIA JATION CRITERIA		ED IN BI	DDING /	TEND	ER DO	LOCAL	1.11	NT
	23). W (I: 24). W DOCUI (i:	/HETHE f yes, en /HETHE MENTS? f, yes en /HETHE	ER QUALIFICA Iclose copy). ER BID EVALU Iclose a copy).	ATION CRITERIA JATION CRITERIA	A WAS INCLUI	ED IN BI	DDING / BIDDING	YES YES	ER DOO	LOCAI CUMEN NO	1.11	NT
	23). W (I: 24). W DOCUI (i:	/HETHE f yes, en /HETHE MENTS? f, yes en /HETHE	ER QUALIFICA Iclose copy). ER BID EVALU Iclose a copy).	ATION CRITERIA  JATION CRITERIA  L OF COMPETENT	A WAS INCLUI	ED IN BI	DDING / BIDDING	YES YES	ER DOO	LOCAI CUMEN NO	1.11	NT
	23). W (I: 24). W DOCUI (i: 25). W M	/HETHE f yes, en /HETHE MENTS? f, yes en /HETHE ETHOD	ER QUALIFICA Iclose copy). ER BID EVALU Iclose a copy). ER APPROVAL OTHER THAI	ATION CRITERIA  JATION CRITERIA  L OF COMPETENT	A WAS INCLUI F AUTHORITY TITIVE BIDDIN	ED IN BI DED IN F WAS OB G?	DDING / BIDDING	YES YES FOR U	ER DOO	LOCAL CUMEN NO NO	VTS?	NT
	23). W (I: 24). W DOCUI (i: 25). W M	/HETHE f yes, en /HETHE MENTS? f, yes en /HETHE ETHOD	ER QUALIFICA Iclose copy). ER BID EVALU Iclose a copy). ER APPROVAL OTHER THAI	ATION CRITERIA  JATION CRITERIA  .  L OF COMPETENT N OPEN COMPET	A WAS INCLUI F AUTHORITY TITIVE BIDDIN	ED IN BI DED IN F WAS OB G?	DDING / BIDDING	YES YES FOR U	ER DOO	LOCAL CUMEN NO NO	VTS?	NT
	23). W (Iii 24). W DOCUI (iii 25). W M 26). W	HETHE  HETHE  MENTS  HETHE  HETHOD  AS BID	ER QUALIFICATIONS AND COMPANY.  ER BID EVALUTE SCIOSE A COPY.  ER APPROVAL OTHER THAN	ATION CRITERIA  JATION CRITERIA  L OF COMPETENT N OPEN COMPET BTAINED FROM A ESSFUL BID WAS	A WAS INCLUING AUTHORITY TO BIDDING ALL THE BIDDING LOWEST EVAL	ED IN BI DED IN B WAS OB G? ERS?	DDING /	YES YES FOR U YES	ER DOO	LOCAL CUMEN NO NO NO	VTS?	NT
	23). W (Iii 24). W DOCUI (iii 25). W M 26). W	HETHE  HETHE  MENTS  HETHE  HETHOD  AS BID	ER QUALIFICATIONS AND COMPANY.  ER BID EVALUTE SCIOSE A COPY.  ER APPROVAL OTHER THAN	ATION CRITERIA  JATION CRITERIA  L OF COMPETENT N OPEN COMPET	A WAS INCLUING AUTHORITY TO BIDDING ALL THE BIDDING LOWEST EVAL	ED IN BI DED IN B WAS OB G? ERS?	DDING /	YES YES FOR U YES	ER DOO	LOCAL CUMEN NO NO NO	VTS?	NT
	23). W (Iii 24). W DOCUI (iii 25). W M 26). W	HETHE  HETHE  MENTS  HETHE  HETHOD  AS BID	ER QUALIFICATIONS AND COMPANY.  ER BID EVALUTE SCIOSE A COPY.  ER APPROVAL OTHER THAN	ATION CRITERIA  JATION CRITERIA  L OF COMPETENT N OPEN COMPET BTAINED FROM A ESSFUL BID WAS	A WAS INCLUING AUTHORITY TO BIDDING ALL THE BIDDING LOWEST EVAL	ED IN BI DED IN B WAS OB G? ERS?	DDING /	YES YES YES YES	ER DOO	NO NO NO	VTS?	NT

NO N/A

YES

Signature & Official Stamp of			
CHAIRMAN	120		V
38). SPECIAL CONDITION, IF ANY (if yes, give Brief Description)	YES	NO	1
	YES	NO	N/A
37). WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION AD CONTRACT ( BANK GUARANTEE ETC)?	OVANCE PAYME	ENT IN TH	ΙE
() 00, 01101000 11 10000	YES	NO	N/A
36). WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCU AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH ' IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING O (if yes, enclose a copy)	THE PROCURE		*
	YES	NO	1
35). WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELEFIRM IS NOT BLACK LISTED?	ECTED		
*	YES	NO	✓
34). DEVIATION FROM QUALIFICATION CRITERIA (if yes, detailed reasons).			
	YES	NO	✓
(if yes, given reasons)	VIDO	NO	
33). WAS THE EXTENSION MADE IN RESPONSE TIME?	YES	NO	<b>V</b>
32). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDE NOTICE / DOCUMENTS ( if yes, given details).	ti i	NO	1 2
	YES	NO	N/A
31). ANY COMPLAINTS RECEIVED (if yes, result thereof).			
	YES	/ NO	
30). WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE (Attach a copy of the bid evaluation report).	THE AWARD O	F CONTRA	ACT?
	YES	NO	
READ OUT AT THE TIME OF OPENING OF BIDS?	VEC	2 NO	

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.

CONTRACTORS OF WORK	S, SERVICES & GOODS.
1). NAME OF THE ORGANIZATION / DEPTT.	TC Garhi Khairo
BLOCI	LOCAL GOVERMENT TRUCTION OF TOUGH TILE (PAVING KS) NEAR HYDER SHAH DISPOSAL TOWN
4) TENDER NUMBER	I KHAIRO
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	PC -Cost Rs.10,00,000/-
(FOR CIVIL WORK ONLY)	· .
9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(03) MONTHS
10). TENDER OPENED ON DATE AND TIME	31-05-2017 AT 02:00 PM.
<ol> <li>NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers).</li> </ol>	03
12). NUMBER OF BIDS RECEIVED	03
13). NUMBERS OF BIDDERS PRESENT AT THE TIME OF OPEINING OF BIDS	03
14). BID EVALUATION REPORT	YES
(Enclose a copy)	, k
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 <u>EVALUATION REPORT</u> (I.E. 1ST 2ND 3RD EVALUATION BID).	1 <sup>ST</sup> M/S Khadim Hussain Jamali 2 <sup>ND</sup> M/S Meesam construction 3 <sup>RD</sup> A-B Construction Company
_18). METHOD OF PROCUREMENT USED :- ( TICK ON	NE)

SINGLE STAGE-ONE ENVELOPE PROCEDURE

 A).		E STAGE-ONE ENV									
B).	SINGL	E STAGE-TWO ENV	VELOPE PROCED	URE					_		
C).	TWO S	TAGE BIDDING PR	ROCEDURE		-	٠.				~	
D).	TWO S	TAGE-TWO ENVEL	OPE BIDDING PI	ROCEDURE	3						
	GENCY,	E SPECIFY IF ANY DIRECT CONTRAC NG AUTHORITY FO	TING ETC. WITH	I BRIEF RE							
		R THE PROCUREM		75							
		SEMENT: SPPRA Website (if yes give date &			YES W	ww.p	YES  pprasin ender Si	√	NO NO	16.05	2017
	ii)	Newspapers (if yes give names	s of newspapers	& dates)	51	PPKA I	YES	√ No. 33	NO NO	16-05	
22). N	ATURE	OF CONTRACT									
		ar			DOMEST	TIC/ L	OCAL		<b>√</b> Locai	١	INT
370		ER QUALIFICATION iclose copy).	I CRITERIA WAS	INCLUDE	D IN BIDD	ING /	TENDI	ER DO	CUMEN NO	NTS?	7
	HETHI MENTS	ER BID EVALUATIO	ON CRITERIA WA	AS INCLUDI	ED IN BUD	DING	/ TENI	DER			
		close a copy).			;	•	YES		NO	~	7
		ER APPROVAL OF C OTHER THAN OPE				INED	FOR US	SING A		N /A	
26). W	'AS BID	SECURITY OBTAIN	NED FROM ALL T	THE BIDDE	RS?		YES		NO	N/A	
		R THE SUCCESSFU ST EVALUATED BII					YES	<b>√</b>			
28). W	'НЕТНЕ	R THE SUCCESSFU	L BIDDER WAS	TECHNICA	LLY СОНІ	PLAIN	T?	<b>√</b>	NO		
							YES		NO	N/A	

29).	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WE READ OUT AT THE TIME OF OPENING OF BIDS?	RE			
	* ·	YES	1	NO	
30).	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE A (Attach a copy of the bid evaluation report).	WARD	OF CO	NTRA	CT?
		YES	1	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	1
33).	WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, given reasons)				
		YES		NO	1
34).	DEVIATION FROM QUALIFICATION CRITERIA (if yes, detailed reasons).				
		YES		NO	1
35).	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?				
	B	YES		NO	1
	WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PIRE SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISITIES (if yes, enclose a copy)				
	(,,,	YES		NO	N/A
37).	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE CONTRACT (BANK GUARANTEE ETC)?	E PAY	MENT	IN TH	E
0.03		YES		NO	N/A
38).	SPECIAL CONDITION, IF ANY (if yes, give Brief Description)	VEC		No	T
	15738hand.~	YES		NO	<b>V</b>

Signature & Official Stamp of Authorized Officer 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.

CONTRACTORS OF WORK	S, SERVICES & GOODS.
1). NAME OF THE ORGANIZATION / DEPTT.	TC Garhi Khairo
	LOCAL GOVERMENT HASE AND SUPPLY OF CC TV CAMERA IN
4) TENDER NUMBER	I GARHI KHAIRO
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	PC -Cost Rs.10,00,000/-
(FOR CIVIL WORK ONLY)	
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	1ST A-B Construction Company
EVALUATION REPORT	2ND M/S Khan Muhammad
(I.E. 1ST 2ND 3RD EVALUATION BID).	3 <sup>RD</sup> M/S Khadim Hussain
	-

\_18). METHOD OF PROCUREMENT USED :- ( TICK ONE)

SINGLE STAGE-ONE ENVELOPE PROCEDURE

A).

	A).	SINGL	E STAGE-0	NE ENVE	LOPE PRO	CEDURE		_				
	B).	SINGL	E STAGE-T	WO ENVE	LOPE PRO	OCEDURE						
	C).	TWO S	TAGE BID	DING PRO	CEDURE							
•	D).	TWO S	TAGE-TW	O ENVELO	PE BIDDI	NG PROCED	URE	- <u>k</u> ,			~	
•						THOD OF PE WITH BRIEF			AS ADOPT	ED i.e.		
	19). PR	OVIDIN	NG AUTHO	RITY FOR	AWARD (	F CONTRAC	CT Tow	n Office	er, TC, Garl	ni Khairo		
	20). WI	HETHE	R THE PRO	CUREME	NT WAS II	NCLUDED II	N ANNUAI	PROCU	JREMENT	PLAN		
			20						YES .	✓ NO		
		VERTI: i)	SEMENT: SPPRA W		SPPRA Ide	ntification N	No.					
			( ) 00 8.				YES		pprasindl		ot: 28-11	1-2016
		ii)	Newspar (if yes gi		of newspa	pers & date:	s) -	. K .	YES	✓ NO		7
	22) NA	THEF	OF CONTR	ACT						•		
		TOKE	or contr	ACI						1		
							DOM	ESTIC/	LOCAL	Loc	AL	INT
			ER QUALIF		CRITERIA	WAS INCLU	DED IN B	IDDING	/ TENDER	NO NO	~	
	24). W			ALUATION	CRITERIA	A WAS INCL	UDED IN	BIDDIN	G / TENDE	ER		
			close a co	py).				- 4	YES	✓ NO		7
	CONTRACTOR OF THE PARTY OF THE					r AUTHORIT		BTAINE	D FOR USI	NG A	4	
						**************************************			YES	NO	N/A	A
	26). W	AS BID	SECURITY	OBTAINE	D FROM A	ALL THE BIL	DDERS?		YES	_/ NO		
	1000					LOWEST EV		)		V		
									YES	✓ NO	'	
	28). WI	НЕТНЕ	R THE SU	CESSFUL	BIDDER V	VAS TECHN	ICALLY CO	OMPLAI	INT? YES	NO	) N/A	A

29). WHETHER NAMES OF THE BI		TED PRICES WE	RE			
Mana oct III i i i i i i i i i i i i i i i i i	3. 3. 3. 3. 3. 3.		YES	1	NO	
30). WHETHER EVALUATION REF (Attach a copy of the bid eval		S BEFORE THE A	WARD	OF CO	NTRA	CT?
			YES	1	NO	
<ol><li>ANY COMPLAINTS RECEIVED (if yes, result thereof).</li></ol>	).					
			YES	+)	NO	N/A
32). ANY DEVIATION FROM SPEC NOTICE / DOCUMENTS ( if y		HE TENDER		14		
		K.	YES		NO	1
<ol> <li>WAS THE EXTENSION MADE (if yes, given reasons)</li> </ol>	IN RESPONSE TIME?					
			YES		NO	✓
34). DEVIATION FROM QUALIFICATION (if yes, detailed reasons).	ATION CRITERIA	196				
			YES		NO	1
35). WAS IT ASSURED BY THE PR FIRM IS NOT BLACK LISTED?		THE SELECTED	į		*	iy
			YES		NO	1
36). WAS A VISIT MADE BY ANY O AGENCY TO THE SUPPLIER'S I IF SO, DETAILS TO BE ASCERT (if yes, enclose a copy)	PREMISES IN CONNECTION	ON WITH THE P	ROCUE	and the same of the same of	430	
		3. <b>4</b> .5	YES		NO	N/A
37). WERE PROPER SAFEGUARDS CONTRACT ( BANK GUARAN'		ZATION ADVANC	E PAY	MENT	IN TH	Е
	e permitted en Anton timing a grant a		YES		NO	N/A
<ol> <li>SPECIAL CONDITION, IF ANY (if yes, give Brief Description)</li> </ol>		40	.1			
BHS Show	*		YES		NO	1
CHAIRMAN						
Signature & Official Stamp of						

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#### 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	LOCAL GOVERMENT  IASE AND SUPPLY OF WATER TANK WITH RIAL 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	PC -Cost Rs.10,00,000/-					
(FOR CIVIL WORK ONLY)	K					
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).	<u>03</u>					
12). NUMBER OF BIDS RECEIVED	<u>03</u>					
13). NUMBERS OF BIDDERS PRESENT AT THE TIME OF OPEINING OF BIDS	<u>03</u>					
14). BID EVALUATION REPORT (Enclose a copy)	YES - K					
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).	1 <sup>ST</sup> A-B Construction Company 2 <sup>ND</sup> M/S Khan Muhammad 3 <sup>RD</sup> M/S Khadim Hussain					

\_18). METHOD OF PROCUREMENT USED :- ( TICK ONE) SINGLE STAGE-ONE ENVELOPE PROCEDURE

A).

ď	18). METH	OD OF PROCUREMENT USE	D :- ( TICK ONE)					
		GLE STAGE-ONE ENVELOPE						
	B). SIN	GLE STAGE-TWO ENVELOP	E PROCEDURE	- J			~	
	C). TW	O STAGE BIDDING PROCED	URE	-				
	D). TWO	O STAGE-TWO ENVELOPE B	IDDING PROCEDURE	10				
		ASE SPECIFY IF ANY OTHER Y, DIRECT CONTRACTING E			S ADOPTE	D i.e.		
	19). PROVI	DING AUTHORITY FOR AWA	ARD OF CONTRACT	Town Officer,	TC, Garh	<u>i Khairo</u>		
	20). WHET	HER THE PROCUREMENT W	VAS INCLUDED IN ANN	NUAL PROCUR	EMENT F	LAN		
					YES .	NO		
		TISEMENT:	×	· k .		10		
	i)	SPPRA Website	A Identification No.				~	
		(if yes give date & SPPR		ES www.p	prasindh	gov nk		
						o. 33417 Dt:	16-05-2	2017
	ii)	Newspapers	0.1					
		(if yes give names of new	wspapers & dates)		YES	NO		1
					TES ¥	NO		
	22) NAMII	AF OF COMPRACE		•				
	22). NATUR	RE OF CONTRACT	Г			٠ .		
						V		
			1	DOMESTIC/ L	OCAL	Locai	_ I	NT
	22) WHET	HED OHALIEICATION CDITE	EDIA WACINGI UDED	IN DIDDING /	TENDED	DOCUMEN	Imca	
		HER QUALIFICATION CRITI enclose copy).	ERIA WAS INCLUDED	IN RIDDING /	TENDER	DOCUMEN	VIS!	
	(II yes,	chelose copy j.		· k .	YES .	/ NO		1
	24) WHET	HER BID EVALUATION CRI	TERIA WAS INCLUDED	IN RIDDING	/TENDE	2	~	_
	DOCUMENT		TEMM WILD INCLODED	in bibbind	/ TENDER			
	(if, yes	enclose a copy).		-				-
					YES .	NO		
		HER APPROVAL OF COMPE DD OTHER THAN OPEN COM		S OBTAINED	FOR USIN	G A		J
			*		YES	NO	N/A	]
	26) MAC D	ID CECUDITY OPTIMIED PR						
	26). WAS B	ID SECURITY OBTAINED FR	OM ALL THE BIDDER	5?	VEC	Z NO		7
					YES +	NO		]
	1.00	HER THE SUCCESSFUL BID BEST EVALUATED BID (In ca		ATED				
	ו / עום	TEST EAVERNMEN BID (III CO	ase of consultancies).		YES .	/ NO		1
				-				
				r .			*	
	28). WHET	HER THE SUCCESSFUL BIDI	DER WAS TECHNICALI	LY COMPLAIN				-
					YES	NO	N/A	

20	WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WE READ OUT AT THE TIME OF OPENING OF BIDS?	ERE			
	NAME OF THE THIRD OF OF BINING OF BIRDS.	YES	1	NO	
	WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE A (Attach a copy of the bid evaluation report).	WARD	OF CO	NTRA	CT?
		YES	1	ŅО	
31).	ANY COMPLAINTS RECEIVED (if yes, result thereof).	72			
		YES		NO	N/A
32).	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS ( if yes, given details).		93	1	
	*	YES		NO	1
33).	WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, given reasons)		- 4		
		YES		NO	1
34).	DEVIATION FROM QUALIFICATION CRITERIA (if yes, detailed reasons).				
		YES		NO	<b>V</b>
35).	WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?	)	•		
		YES		NO	1
I	WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISITY (if yes, enclose a copy)	ROCUE			~
	you, choises a copy,	YES		NO	N/A
37).	WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE CONTRACT (BANK GUARANTEE ETC)?	E PAY	MENT	IN TH	Е
	CONTINUE ( BANK GOARANTEE ETC):	YES		NO	N/A
	SPECIAL CONDITION, IF ANY (if yes, give Brief Description)				
	SU38hull-~	YES		NO	1
C	- AMMASI			-	

CHAIRMAN Signature & Official Stamp of Authorized Officer

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY CONTRACT EVALUATION FORM

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

CONTRACTORS OF WO	UKKS, SEKVICES & GUUDS.
1). NAME OF THE ORGANIZATION / DEPTT.	TC Garhi Khairo
	LOCAL GOVERMENT REPAIR AND MAINTENANCE OLD VEHICLE GRAIGE NEAR POLICE STATION TOWN GARHI
4) TENDER NUMBER	KHAIRO
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	PC -Cost Rs.10-00,000/-
(FOR CIVIL WORK ONLY)	•
9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	(03) MONTHS
10). TENDER OPENED ON DATE AND TIME	31-05-2017 AT 02:00 PM.
<ol> <li>NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers).</li> </ol>	03
12). NUMBER OF BIDS RECEIVED	03
13). NUMBERS OF BIDDERS PRESENT AT THE OF OPEINING OF BIDS	TIME 03
14). BID EVALUATION REPORT (Enclose a copy)	YES
<ol><li>NAME AND ADDRESS OF THE SUCCESSFU BIDDER.</li></ol>	A-B Construction Company:
16). CONTRACT AWARD PRICE	SANCTION RUPEES Rs. 10,00,000/-
17). RANKING OF SUCCESSFUL BIDDER IN <u>EVALUATION REPORT</u> (I.E. 1ST 2ND 3RD EVALUATION BID).	1 <sup>ST</sup> A-B Construction Company 2 <sup>ND</sup> M/S Zafarullah Laghari 3 <sup>RD</sup> M/S Khan Muhammad

\_18). METHOD OF PROCUREMENT USED :- ( TICK ONE)

SINGLE STAGE-ONE ENVELOPE PROCEDURE

A).

	OD OF PROCUREMENT USED :- ( TICK ONE) GLE STAGE-ONE ENVELOPE PROCEDURE   ✓
1,000	GLE STAGE-TWO ENVELOPE PROCEDURE
C). TW	O STAGE BIDDING PROCEDURE
D). TW	O STAGE-TWO ENVELOPE BIDDING PROCEDURE
EMERGEN	ASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  CY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS.  DING AUTHORITY FOR AWARD OF CONTRACT  Town Officer, TC, Garhi Khairo
151/.	HER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN
ZOJ. WIIEI	YES NO
21). ADVE i)	TISEMENT: SPPRA Website (if yes give date & SPPRA Identification No. YES www.pprasindhgov.pk
ii)	Newspapers (if yes give names of newspapers & dates)  YES No. 33417 Dt: 16-05-2017  YES NO. 33417 Dt: 16-05-2017
22). NATU	DOMESTIC/ LOCAL INT
	THER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS? enclose copy).
DOCUMEN	THER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER ITS? enclose a copy).
25). WHE	YES NO  THER APPROVAL OF COMPETENT AUTHORITYWAS OBTAINED FOR USING A OD OTHER THAN OPEN COMPETITIVE BIDDING?
26). WAS I	ID SECURITY OBTAINED FROM ALL THE BIDDERS?
	YES NO
	HER THE SUCCESSFUL BID WAS LOWEST EVALUATED BEST EVALUATED BID (In case of Consultancies).

). WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES READ OUT AT THE TIME OF OPENING OF BIDS?	WERE		
	YES 🕌	NO	
30). WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE (Attach a copy of the bid evaluation report).	HE AWARD OF	CONTRA	ACT?
	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).			
K.	YES	NO	1
33). WAS THE EXTENSION MADE IN RESPONSE TIME? (if yes, given reasons)			
(ii yes, given reasons)	YES	NO	1
34). DEVIATION FROM QUALIFICATION CRITERIA (if yes, detailed reasons).			
	YES	NO	1
35). WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTION FIRM IS NOT BLACK LISTED?	TED		
	YES	NO	1
36). WAS A VISIT MADE BY ANY OFFICER / OFFICIAL OF THE PROCUF AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH TH IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF (if yes, enclose a copy)	HE PROCUREM		N/A
37). WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADV CONTRACT (BANK GUARANTEE ETC)?	ANCE PAYME	NT IN TH	E
	YES	NO	N/A
38). SPECIAL CONDITION, IF ANY (if yes, give Brief Description)			
Drel 19.	YES	NO	1
CHAIRMAN Signature & Official Stamp of Authorized Officer		h	

FOR OFFICE USE ONLY



#### GARRI KINAUROL

No: TC/Eng/635 /of 2017 Garhi Khairo Dated 22/03/2017

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.

(MIR KHAIF: BAKHSH SHAHLIANI)

CHAIRMAN Town Committee Garhi Khairo.

Copy F.W.Cs to:

1. The Secretary, Local Government Department GoS, Karachi.

DISTRICT

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.

(MIR KHAIR BAKHSH SHAHLIANI)

CHAIRMAN

Town Committee

Shorthall -

Town Committe Garhi Khairo.



GARM WHATROL

No: TC/Eng/636 /of 2017

Carhi 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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- CHAIRMAN Town Committee Garhi Khairo.

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5. The Accountant, Town Committee Garhi Khairo.

(MIR KHAIR BAKHSH SHAHLIANI)

434hdi-

CHAIRMAN Town Committee Garhi Khairo.



GARIN KINANROL

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.

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- 5. The Accountant, Town Committee Garhi Khairo.

DISTRICT DIS

(MIR KHAIR BAKHSH SHAHLIANI)

CHAIRMAN Town Committee Garhi Khairo.



### GARIN KINAIROL

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 SHAI

CHAIRMAN Town Committee Garhi Khairo.

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5. The Accountant, Town Committee Garhi Khairo.

(MIR KHAIR BAKHSH SHAHLIANI) CHAIRMAN

Town Committee Garhi Khairo.



GARHI KHAIROL

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.

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5. The Accountant, Town Committee Garhi Khairo.

(MIR KHAIR BAKHSH SHAHLIANI)

CHAIRMAN
Tokin Committee
Garhi Khairo

Enstruction &. C. Black Hindu Muhalla Town Garli Chair

G. R. P. W. D. Nos. 7938 of -6-1-56-1 of 6-1-36, 1650-W of 27-9-37, G.C.N And M. Deptt, No. 363-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; M/5. Khadun Hussan Jamale

PUBLIC WORKS DEPARTMENT

DISTRICT

JACOBABAD

FORM B-1

CIRCLE

MOISIVIC

ShahdadKot. 71.77% above

Percentage Rato Eghobe and Contract

#### Froneral Rules and Directions for the Guidance of Contractors

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 socurity deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whother a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of The Executive Engineer during office hours.

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner 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-ofattorney 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 contract. tors are described in their tender as a firm, in which case the receipt shall he signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
- 4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Schooled 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.
- 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 atentioned in Rule 1. In the event of a tender being rejected, the Divisional Officed shall authorize the Treasury Officer to refund the amount of the carnet had deposited to the contractor making the tender, on his giving a persiph for the man of the money.

Town Committee Garhi Khairo

- 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.
- 3. 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 not 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 only only rates for any items in this contract. The contractor may, however seek any clarification not intended to alter substance on 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 vailed for the period mentioned below against such authority.

Thirty days Executive Engineer

Superintending Engineer Sixty days

Ninty days Chief Engineer

One hundred and Government. eighty days

#### Tender for Works

"In Figures as vell 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 tates to be paid for them shall be as provided in Schedule 'A' herelo.

(b) Estimated cost

(c) Earnest money

ub-work arelin-cluded they should he detailed in a separate list.

(c) The amount of carnest money shall be in accor-dance with the provision of pa-ius 515 and 516 of the P.W.D. Mannal.

Memorandum

Memorandum

General description Lonstoucking C.C. Black

Hindu Muhalla Town

Rs. 10,00,000/

Rs. 50,000/

(d) Security deposit—(including carnest money)

Town, Committee Garhi Khairo

(d) This deposit dance with paras 515 and 521 of

(e) Percentage, if any, to be deduced from bills

percent. 15.50 % tage where no

burity depastit from 5 percent to ding to th rity deposit is taken See note to ditions of constact.

Time allowed for the work from date of written O Memonths. order to commence

(f) Give sche-dule where nece-ssary showing da-tes by which the various, items are to be completed.

Should this tender be accepted the 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.

STAR WHAT

dated 3).5.1) from the Government Treasury or Receipt No. in respect of the sum of Rs. \* 1000 sub-Treasury at 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. So. 600 shall be retained by the Government on account of such security deposite as aforesaid or [(b) the full value of which shall be retained by the Government on account of the security deposit specified clause I (B) of the conditions 1. is herewith forwarded representing the earnest money [(o) the full value of

\*Amount to be specified in words and figures.

Strike out (a) W deposit is to be

\*\*Strike out (b) if any cash security deports is to be teken.

Dated the

(Address)

(Occupation)

\*\*Signature of contractor before subinission of tender Signature of of signature,

The above tender is hereby accepted by we on behalf of the Government Executive, Engineer

Signature of the officers by witness

CSH3 MWW

Division (or this Antibo And Assistant) E'Ammmanate,e

Dated the

of Sind.

day of

Heli Mining

Conditions of Contract

The Persons whose tender may be accepted (hereinafter called

Security deposits.

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 of the receipt by him of the notification of the acceptance of his tender of the receipt by him of the notification of the acceptance of his tender of the receipt by him of the notification of the acceptance of his tender of his tender. 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, them and in such case, if the sum so deposited shall not amount to percent of the total estimates 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 of 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 contract may be deducted from, or paid by the sale of a sufficient pash is security deposit, or from the interest arising therefrom, or from sums which is due or may become due to the contractor unthis contract and in the event of his security deposit being it need by reason of any such deduction or sale as aforesaid the contractor, showithin 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 taised 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.

what Hiss vacualt

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.

Amion when whole of security deposit if forfoited.

the contractors shall have rendered himself hable to pay compensation abround ting to the whole of his security deposit whether paid to the whole of his security deposit whether paid to the whole of his security deposit whether paid to the ward half the case of abandonment of the ward half to be serious illness or death of the contractor or any other cause, the Leasthing to be serious illness or death of the Governor of Sind shall have power to again.

vectories I princer shall be given deposit is lorlened, (a) to rescind the contraccontractor under the hand of discourse I pencer shall be given and in that case the security and of the contractor shall stand forfeited and be absolutely at the disposal of the Government.

- (b) To employ labour paid by the the cubic work Department and to supply materials to carry out the work, or any part of the work, a debiting the contractor with the cost of the labour and the price of the noterials has to the correctness of which cost and price the certificate or the becomive Engineer shall be final and conclusive against the contractor) and diediting 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 earned out by the contractor toucher the the terms of his contract; and in that one the conficute of the Precutive Engineer, as to the value of the work force shall be final and conclusive.
- (c) To measure up the worl of the contractor new to take asuch part thereof as shall be unexecuted on all the hands and or event to imported the contractor to complete in which case any expenses which can also regarded 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 the excess expenses the certificates in writing of the Executive Engineer shell he final and conclusive and shall be being and said by the original contractor, and shall be deducted from any money due to him by the Government under the contract or otherwise or from him, security deposit or the graceds of sale thereof, or a sufficient part thereof. an all med madicin bi

In the event of any of the above courses being adopted by the Liver strained by him by reason of his haven another than the compensation for any losses materials, or entered into any engagements, or made any advances on peroposiof, or with a view to the execution of the work or the performance, of the contract. And in case the contract shall be rescuided under the provision aforesaid, the contractor shall not be entitled to recover on to be paid any surple 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 his shall is only be entitled to be paid the amount to certified.

Clause 4.-If the progress of an outlier in portion of the work, it unsatisfactory the Executive Engineer shall, ostwithstanding that all the generalprogress of the work is in accordance with the conditions meat-oned 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 be to claim for compensation, for any loss sustained to him owing to wh action.

Action when the progress of any. of the work

Choise 5.-In any case in which any of the powers conferred upon the Contractor I-xecutive Engineer by the clause 3 and 4 thereof shall have become exercise aims liable to able and the same shall not have been excessed, the non exercise the red shall not constitute a waiver of any of the contract of letter in a contract shall not vithstanding be exerciseable in the event of any times. I believe all by the contractor for which under any clause or clauses bereit a new counted liable to pay compensation amounting to the whole of his accounty deposit and the liability of the contractor for rast and other compousation, shall remain unaffected. In the event of the Freetre et al. theer taking action and less sub-clause (a) or (c) of clause 3, he may the receives, take possessered if all or any tools, plant, materials and store in or open the works, constitution site thereof or belonging to the contractor, or preceded by him and included to be used for the execution of the work or any part thereof, puring on the allowing for the same in account at the contract rate, to be a lower to take contract not being applicable, at current market rate, to be a lower to take contract not being applicable, at current market rate, to be a lower to take possession of or the Executive Engineer whose certificate thereof shall be final to the allert of creation of creations of the same and the contract of the works foreign or other authorized and the same allerts of the works foreign or other authorized and the same allerts. tractor 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 contincio tailing to comply with any such requisition, the Executive Patrimer roads them at the contractor's expense or sale them by auction or ratea. ale on rimare account of the contractor and at his tick in all respect to 1 the office of the Executive Engineer as to the expense of the Chicken amount of the proceeds any expense of and such sale shall be tract

compensation action not taken

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clusive against the contractor.

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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 miose, 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 on 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 chance 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 (Incrementer called the Engineer-in-charge) of such completion, but no such certificate shall be given and the work considered to be complete until the confractor 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 subordingtes 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 rectional of scallolding, surplus materials and rubbish, and cleaning of dist on or herore the date, fixed for the completion of the work the Engineer is 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 no terials as aforesaid except for any sum actually realized by the sale thereof.

Bundala".

Clause 7-A.—In the case of silt clearance and other execution works of channels after the measurements are finally recorded and checked by a component 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 contractor makes detauit such work arry becaused out departmentally in which case the amount spent on the removing such a timedhis" 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.

Payment on intermediate certifi, catta 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 confection given that to he case of works estimated to cost more than rupees five hundred the completor shall on submitting bill therefore, as provided in clause 10 be cathed to receive payment proportionate to the part of the work then approved and pussed by the Engineer-in charge, whose certificate of such approved and pussed by the sum so payable shall be final and conclusive against the confirmed. All such intermediate payments shall be regarded as payments by any of the confirmed.

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against the final payment only and as payments for w. o. according to be Engineer in-charge from requiring any had, unsound, imperfect or unsite of 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 edition to the spring payment at redthan Rs. 1.000 agreed to within, shall be called only become concerned, used rates on according to the concerned of the concern is accepted as having been completed roll in accordance with the spiritured specifications. In cases where the items of work are not because as so completed the Engineer-in-charge way make payment on acce at a sould demoat such reduced rates as he may consider reasonable in the proposation of final or on account bills,

work not accepted as completed to be of the Enginee-in-

Chase 10.—A bill shall be submitted by the contractor as heapen's as but to be subthe progress of the work may justify for all work executed and not mitted wouthly. included in any previous bill and the Engineer-in-charge shall take of cause to be taken the requisite measurements for the purpose of having the same the verified and the claim, as for as admissble, adjusted, if possible before the expiry of ten days from the presentation of the bili, 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 unasurement his will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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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 small use certain ctores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinatter mentioned because as proceed ticable for the convenience of the contractor but no so as an any way to control the meaning or effect of this contract specified in the set adule 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 contract only and the contract of the contract of the contract only and the contract of the co of the materials and stores so supplied shall be set on a concred contract, or otherwise, or from the security deposits, or the presente of sale thereof, if the security deposits is held in Government security in the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall centure 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. Thy such materials unused and in perfectly good condition at the time of complation or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a nonce in writing the first hand, but the contractor shall not be entitled to return any an incurrent except with the consent of the Engineer-in charge and he shall as at an claim for compensation on account of any such material supplied to time as aforesaid but remaining unused by him or for, any wastage in or damage to any such materials.

Clause 13.—The contractor shall execute the whole and every part of the work to be executed in the most substantial and work-man-like manuer and point as topards materials and all other matters in strict accordance with the sport ations that the office of the Executive Engineer and a districted by the parties. lodged in the office of the Executive Engineer and amaried by the points 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 todged in his office and to which the contractor snall 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 inforesaid.

Altrations in spesification and depigm 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 afterations shall not invalidate the contract; and any aftered 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 he 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 as (...) 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 snall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineerin-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 ancel his order to carry out such class of work and arrange to carry it out such manner as he may consider advisable, Provided always that if the contractor shall commence work or incur any expenditure with regard thereto believe one rates shall have been determined as lastly hereinbefore mentioned, men in the trace to ahaif only be entitled to be paid in respect of the work carried out for expenditure incorred by him prior to the date of the determination of the rate as afore aid 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 com-pensation for alteration into seetriction 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 is 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 fini amount of the work not having been carried out, neither shall be have any claim for compensation by realize of any alterations, having been man in the original specific ons and according, designs and instructions, which may involve any cartailment of the work as originally contemplated. Where materials have already been concern at site of the work before he receipt of the said notice to stop or car air me work, the contractor shall be paid for such materials at the rates defermined by the Engineer-inchange provided they are not mexcess of requirements and are or approved quality.

Time limit tor unforescen claums

Clause 16, -- Under no circumstances whatever shall the contractor be entitled to any compensation from Government on my recount 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. EE GAX

Action and commensation payable in case, of bad

Clause 17 .-- If at any time before the security despos contractor, it shall appear to the Engineer-in-charge in-charge of the work, that any work has been excelled iraperfect or unskilful workmanship or with material

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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 not withstanding 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 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 reexecute 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.

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.

Centractor

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.

is covered up.

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

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Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the pply plant, ladder contract, be supplied from the P.W.D. Stores), plant, tools, appliances, im- scalled lings, etc. plements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, (altexed or substituted form, andwhether included in the specifications, or other documents, forming part of the contract referred to in these conditions of they 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 he tylich

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And is liable for damages arising from non-provision of lights, foncing etc. 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 under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for

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 done 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 Pridays

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

Work not to he subjet

ing it without approval or for brilling a public officer or if Contest ctor becomes ins-

Conttract may by resuinded and security deposit forfeited for Sub-lett-

Clause 26.—The contract shall not be assigned or sublet without the veitten 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 my 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 adventage 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 in the contract or if the contractor in the contract or in the contract of the contract of the contract or person desired the security deposit of the contractor shall contract being rescinded the security deposit of the contractor shall contract or shall be contractor.

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1120 and the second of the control and been resonated under the by some a de acasequences shad ensure t - use thereof and in addition the contactor spall not be entitled to recover a spall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clouse 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 compensa-tion to be considered as reasonable compensation with actua' low

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 constitution 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 Supdig: 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 ou.

Works to be usder direction of Superintending Engineer

Clause 30,-Except where otherwise specified in the contract and subject Superior Englines to the powers delegated to him by Government under the Code rules then to be head in force, the decision of the Supdig: 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, with 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.

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

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

Clause 32.—When the estimate on which a tender is made includes lump Limp

comes in respect of part of the work, the contractor shall be cuttiled to question at the same rates as are payable under this contract for such nems, or if the part of the work in question is not in the opinion of the Engineerin-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 built and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

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

Clause 3d .- 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, he constructed to mean the work or works conto be associated under or in virtue of the contract, whether temporary permanent and whether original, altered, substituted or additional.

Contractor parcentage whether applied to nat or gross argounts of hill

Refund of quarry fees and royalters.

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.

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 Worksmen'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 quantitles setered in the tender of satimate.

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

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 componention for delay in starting the

Clause 40.—No compensation shall be allowed for any delay crused 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, excuvation 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.

Entwing upon of 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 snimula.

Chanse 43.— (1) No contractor shall employ any person who is under the age of 12 years.

- (ii) No contractor shall eraploy 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, inmeness or emuciation or which is immature shall be employed on the work.

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

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

Pakistani, Tim-

Chause 44.—As far as possible Pukistani Timbers shall be used and where the for any remain this is not practicable, preference shall be given to Brother 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 stones will be granted certificates by the Engineer-in-charge of the wor. To the effect that the materials are required for Governent of semi Governent works thereby enabling them to have the benefit of concessionary freight charges from the ranway. 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 Covt on this account. Principal limit of

.Cartificate concessionary frethe 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 rearring of materials by vehicles having penumatic tyres.

deta when tendered rates are at

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

Recovery of dust from contractor s arrears of Land

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

Partnership M LA'S for

Clause 49-1/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.

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

Interest or share Government terrant in the

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 Superintending Engineer Chief Hugineer Gevernment

Thirty Days Sixty Days Ninety Days

One hundred & eighty days

Note: The amount of earnest money of 4 th, 5 th and onwards lowest

ton levers many at the request of such traderes 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 theroff the rights, duties or liabilities of either partly, then save in so far asi 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, it 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 difficer Town Committee

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with the orders issued vide Gover ment P. W. D. circular My 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 at February Good where he the responsibility of qetting the tender checked efficiently is placed the me.

Contractor

Brecutive Engineer Garbi Khaisu

OMMUNI

Town Division Carhi Khairo

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ottutt

Schedule showing (approximately) the material to be supplied from the Publis 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.	The second secon	
PAI	USTAN PAI	USTAN PAI	USTAN PAKISTAN	
	OUR 10	deks Co	00R <sup>S</sup> 1000R <sup>S</sup>	
	ESIVE A	PECIAL DHESIVE	ALE SOMESTIC	
			100000000000000000000000000000000000000	

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)

Garhi Kindro

N.

#### SCHEDULE B

#### Memorandum showing items of work to be carried out.

	Quantities		Ten	der rate	Ünit	liotaly amount seconding to estimated quantities
lem No.	Quantities estimated but may be more or less	Ĭt∗m uľ work	In figures	In figures In words		
30337			Rs.	9s.		
					1	No.
		/				
	4					
						40.00
8						Allahan (L
	/	1				
						La me
	700					(4)

Note !.-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 21 ts of cespects and held good work under all conditions, site moisture; weather, etc.

Gowlin 11.

Signature of--

Expountive Engineer

thenenal sheets fround necessary

C. R. P. W. D. Nos. 7938 of 6-1

So-1 of 6-1-36, 1650-W of 27-9-37, G.C.M.

MIND M. Deptt. No. 383-P/37 of 9-11-11

(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.

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### Soneral 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.

The 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 carnest 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 whother a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner 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 under take the work. Only one rate of such percentage, on all the Estimated 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 contractor making the tender, on his given 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 may 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 not by standard measure and according to the rules and custom of the Pablic Works Department without reference to any local custom.
- 10. Under no circumstance shall any contractor be entitled to claim onlyanced 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 anthority competent to accept a tender is any of the following authorities, the tender shall from the date of opening tenders be vailed 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 vell 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 tates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum :

(11) Ciencial description Constlict Tough Tile (pormy Block)

Estimated cost

Earnest money

(c) The amount (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.

(a) If serveral sub-work arclincluded they should o detailed in a separate list.

(d) This deposit ut all be in accor-dance with paras 515 and 521 of the P.W.D

Security deposit- (including

(r) Percentage, if any, to be ded from bills (Rupuss Fifteen A. billy Pasa

percent. 15.50%

(e) This percentage where no sepurity deposit is
taken, will very
from 5 percent to
10 per ent according to the requtrements 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—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. I dated 31.5.17 from the Government Treasury or sub-Treasury at in respect of the sum of Rs.\* 1000 -D is herewith forwarded representing the earnest money [(o) 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. So, coal ... shall be retained by the Government on account of such security deposite as aforesaid ] or [(b) the full value of which shall be retained by the Government on account of the security deposit specified clause I (B) of the conditions ].

\*Amount to be specified in words and figures.

Strike out (a) M no c'h security deposit is to be taken.

\*\*Strike out (b)
if any us is securify
ty deposit is to be
teken.

(Witnesses \*\*\*) Agreemy day of terms for (Address) A: 10,00,000/2 Us. Ten latan)
(Occupation)

\*\*Signature of contractor before submission of tender \*\*\*Signature of witness to contra-

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

\*Signature of the officers by witness schepted.

Division (6) halalmanded Assistant)
Town Committee
Garhi Khairog

Dated the

day of

### Conditions of Contract

Clause 1.—The Persons whose tender may be accepted (hereinafter called Security deposits.

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) deposite 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 extinated 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 it making any payment to the contractor for work done under the contract it making any payment as last aforesaid. All compensation or other stank of

Town Officer Town Committee Garbi Khairo

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Contract;

money payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor, shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security, deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Compensation for delay.

If the amount of the security deposition 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 the condition he shall be liable to pay as compensation an amount equal to the 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.

Assion when whole of security deposit if forfeited.

Clause 3.—In any case in which inder any clause or clause of this contract the contractors shall have rener a ministed liable to pay a impensation among ting to the whole of his security deposit (whether paid in one want or desired by instalments) or in the case of abandonment of the well opening the serious illness or death of the contractor or any other cause, the Essential Engineer on behalf of the Governor of Sind shall have power to cause any of the following courses as he may deem best suited by the contractor of the contr

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(a) to rescind the contract to the rescision period in white to the Action contractor under the hand of the frecutive l'agincer shall be given deposit and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Government,

(b) To employ labour paid by the 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 Frecutive 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 if 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 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, not with standing 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

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 exercises able and the same shall not have been exercised, the non-exercise the eof shall not constitute a waiver of any of the conditions bereof and out a sweet shall notwithstanding be exerciseable in the event of any future the of default and 4. by the contractor for which under any clause or clauses hereof me 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 Linguiser taking action wider sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and store in or upon the works, or the site thereof or belonging to the contractor, or precured by him and included to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the commet rates, or in the case of power to take contract not being applicable, at current market rates, to be expected by possession of or the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the connative the Executive Engineer may, after giving notice in writing to the con- ractor's plant, tractor 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 exticate of the Executive Engineer as to the expense of any state removal and the amount of the proceeds any expense of and such sale shall be first and conclusive against the contractor.

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Town Off Town Committee Garhi Khaira

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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 mose 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 cartificate.

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 exceuted, 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 subordingtes 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 remo at of scale-dding, surplus materials and rubbish, and cleaning of dist 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.

Bersoval of

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 component authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and writing the time specified in the notice, remove "Bundhis" and profile ridges within the profile distanced Section. If the contractor makes detault such work may be carried out departmentally in which case the amount spent on the removing such "braddis" and profile ridges shall be deducted from any money due to the compactor or from his Security Deposit, The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certifi, cates 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 gape of works estimated to cost more than tupees five hundred the contractor? shall on submitting bill therefore, as provided in clause 10 to contractor? shall on submitting bill therefore, as provided in clause 10 to contractor? shall on payment proportionate to the part of the work then approved and passed by the Engineer-in charge, whose certificate of such approved and passed by the sum so payable shall be final and conclusive against the contractor.

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against the final payment only and as payments for w. charge from requiring any had, unsound, imperfect or unsite of work to be removed or taken away and re-constructed, or rejected nor snot 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-clarge 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,

1,000 agreed to within, sixal be ralized, we can an more expresented is accepted as having been completed out in accordance, who are secutioned specifications. In cases where the items of work are not accepted its po completed the Engineer-in-charge any make physical on access a common acms at such reduced rates as he may consider reasonable in the proposition of final or on account bills,

l'ayment at reduced rates on accas completed to be of the Enginec-in-

Chase 10.- A bill shall be submitted by the contractor as league my 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 of cause to be taken the requisite measurements for the purpose of having the contact verified and the claim, as for as admissble, adjusted, if possible below the expiry of ten days from the presentation of the bill, at any time departs a subordinate to measure up the said work in the presence of the commetter or his authorised agent, whose countersignature to the measurement hat will: be sufficient warrant and the Engineer-in-charge triay prepare a bill from such list which shall be binding on the contractor in all respects.

mitted 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 tenger at the cates hereinafter provided for such work.

Bills to be on pri-

Clause 12.—If the specification or estimate of the work pro-sides 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 small use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinatter mentioned by the state of the contractor but no so at an any way to control the meaning or effect of this contract specified in the set dufe of 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 quantity of the materials and stores so supplied shall be set at a consider contract, or otherwise, or from the security, deposits, or the pressure of sale thereof, if the security deposits is held in Government security the mine or a sufficient portion thereof scali in that case be sold for the perpose. All materials supplied to the contractor shall senter 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 nonce in writing a reaccults hand, but the contractor shall not be entitled to return any var in mentals, except with the consent of the Engineer-in charge and he shall as a machain for compensation on account of any such material supplied to initial as aforesaid but remaining unused by him or for, any wastage in or damage to any such materials.

Clause 13 .- The contractor shall execute the whole and every part in the Works to be exework in the most substantial and work-man-like manner and note as tagards; materials and all other matters in strict accordance with the inaterials and all other matters in strict accordance with the attorns lodged in the office of the Executive Engineer and interior by the partiest the said specification being a part of the contract. The contractor shall also

utions tions, drawings

confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in charge and todged in his office and to which the contractor snall 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.

Altrations in spesification 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 al-terations shall not invalidate the contract; and my altered or additional work which the contractor may be directed to do in the manner above specifiedsubject to the limit laid down in clause 33 below as part of the work shall he 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 small, within seven days of the date of receipt by him of the order to carry out the work inform the Engineerin-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 on: 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 the case he shall only be entitled to be paid in respect of the west carried out for expenditure incurred by him prior to the date of the determination of the rate as afore aid 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 circu 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 or repensation for alteration into retriction 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 y 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 test but which he did not so derive in consequence of including anount of the work and heritage been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specific out a decimal distinction, designs and instructions, which may involve any bartailment of the work as originally contemplated. Where materials have already been confected at site of the work before he receipt of the said notice to stop or cut air me work, the contractor shall be paid for such materials at the rates determined by the Engineer-incharge provided they are not mexcess of require tests and are of approved quality.

Time limit tor

clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any recognit unless the contractor shall have submitted a claim in writing to the Prochesting charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad York. Clause 17.—I) at any time before the sociarity despect is a highest to contractor, it shall appear to the Engineer-in-charge of the work, that any work has been explained imperfect or unskilful workmanship or with material of the contractor.

. Haver here percentage, whom in tender,

that any materials or articles provided to 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 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 reexecute 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.

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.

Centractor

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. rement 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.

Netice to given before we

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.

Contrastor Habi done, and for im-

Clause 21.—The contractor shall supply at his own cost all material convector to (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 of not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any mattern as in the contract of the Engineer-in-charge as to any mattern as in the contract of the Engineer-in-charge as to any mattern as in the contract of the Engineer-in-charge as to any mattern as in the contract of the Engineer-in-charge as to any mattern as in the contract of the Engineer-in-charge as to any mattern as in the contract of the contract referred to in these conditions of not.

rown Committee Garhi Khairo

And is liable for damages arking from non-provisiou of lights, foncing etc. 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.

Measures for

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 due 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 bour employed by him.

Liability of contractor for any damage done in or outside works area. tionally contractor including the Superinter. The Engineer on appeal shall be final and the contractor shall be bound to the same amount of the assessed compensation on demand failing which the same all or deducted by the Engineer incharge subject to the contractor shall be bound to the same all or deducted by the Engineer incharge subject to the contractor shall be bound to the same all or deducted by the Engineer incharge from any sums that may be a fine second specific specific specific to the contractor under this contractor of the same and the same all or deducted by the Engineer incharge from any sums that may be a fine specific specific specific specific to the contractor under this contract or other specific specif

The contractor shall be bear and cost that may be awarded by each prevent the spread of fire and he shall pay any demages and cost that may be awarded by othe court in consequence.

Employment of

Clause 24.—The employment of female labouers on works in the mighbourhood of soldiers, barracks the ald be avoided as far as possible made

Work on Pridays

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

Work not to he

Clause 26.—The contract shall not be assigned or sublet with the veritten approval of the Engineer-in-charge. And if the contractor shall are sublet his contract, or attempt so to do, become insolvent or commendately proceedings to be adjudicated an insolvent or make any composition with his credition, a attempt so to do, the Engineer-in-charge may, by notice in writing resemble contract. The contract shall keep full and the accounts in respect of the contract works and shall whenever called a part by the writing produce them for inspection by him in that behalf. Also if any bribe, gratuity, git, loan, prerequisite reward or adventage pecuniary or otherwise, shall either directly be given, promised or offered by the contractor or any of his servants or promised or offered by the contractor or any of his servants or promised of ficer or person in the employ of Government of any way freetly interested in the contract or person shall become any way directly or indirectly interested in the contract or is the contractor of any charge may by notice in writing rescind the contract of the contractor shall contract being rescinded the security deposit of the contractor shall

16

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

Town Contrill

grandy resonance the anatopoleus the angelepitors total administra thereupon stand forfeited and be ah y at the diposal of Government and the same consequences shall ensure as contract had been resemded under clause 3thereof and in addition the constactor 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 compensa-tion to be considered as reasonable compensation with out reference

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.

constitution 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 Supdig: Engineer of the circle for the time being, who shall be entitled L to direct at what point or points and in what manner they are to be commenced and from time to time carried ou.

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 Supdig: 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

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

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

Clause 32.—When the estimate on which a tender is made includes lump Limp sums in respect of part of the work, the contractor shall be cuttiled to estimate. 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 nems, 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.

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

Action where no specification.

Clause 34 .- The expression "works" or "work" where you in-these onditions shall, unless there be something in the subject of context

Definition

Garini Khairo

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

Contractor parsentage Whether eross amoughs of

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

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 un-der the Worksmen'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 quanttender of satimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or loss 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 Engincor-in-charge.

Claim for compensation for delay 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 of 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 donkeys or other snims!s.

Clause 43.- (1) No contractor shall employ any person who is under the persons employed the employments of age of 12 years.

- No contractor shall eroploy 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 emuciation or which is immature shall be employed on the work.

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

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

Pakistani, Tim to be pred.

Clause 44.- As far as possible Pakistani Timbers shall be used and Who E gree to his whork for any reason this is not practicuble, preference shall be given and then to other British Timbers.

clause 45.—If any materials such stones metal, bajri, sand etc. are required to be conveyed by rail, the suctors will be granted certificates. by the Engineer-in-charge of the work in the effect that the materials are required for Governent of semi Governent works thereby enabling them to have the benefit of concessionary freight charges from the ranway. 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.

the Rullway.

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

ders when ten rates are se

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

from contractor arrears of Land Revenue.

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

Partnership for M LA'S bldden.

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

Clouse 50.—Certified that no Government servant has directly or indirectly interest or share OF WELLEN Covernment share or interest in the work.

servant in the

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 Superintending Engineer Chief Hugineer

Gevernment

One hundred & eighty day's

Thirty Days

Sixty Days

Ninety Days

Note: The amount of caraest money of 4 th, 5 th and onwards lowest ten levers many 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 in accordance

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

Divisional Accountant

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

ما دم

Executive Engineer

Town Officer
Frentisen Englises
Garring Hanto

## SCHEDULE B

### Memorandum showing items of work to be carried out.

Quantities estimated but	dities	Tender	rate		Total	
nisy bo more or less	Item of work	In figures	In words	Unit	amount according to estimated quantities	
		Rs. Ps.		AAAA AAAA AAA		
3.4	PAKISTAN	PAKISTAN	PAKISTAN	PAKIS	IAN	
				J.		
	الله الله الله الله الله الله الله الله	الماعة المالة	باع تان	JO .	* الله	
	5NOR	1000HS	SPECIAL	A SPEC	IAL P	
	ADHESIVE	ADHESIVE	ABHESIVE	AUHE	SIVE A	
			**	690 .		
	/			1 15 15 10 15 16	and and an analysis	
					Print August	
	-/					
/						
1 /				1		
	nay to more or less	ries of work  PAKISTAN  PAKISTAN  SPECIAL ADHESIVE	Rs. Ps.  PAKISTAN  PAKISTAN  PAKISTAN  PAKISTAN  SPECIAL ADHESIVE	Tiem of work  In figures  In words  Rs. Ps.  PAKISTAN  PAKISTAN	Tiem of work  In figures  In word:  In word:	

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 club) in all respects and held good work under all conditions, site moisture, weather, etc.

- Contr

(Signature of-

Assistant Briginger

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 will be charged contracto	materials to the	Place of delivery
	Units	s, Ps.	
			V.
			<b>d</b>
			Tarker of the same
			A SERVICE CONTRACT OF THE SERV
		2	
			\.
			and united entropy
			100 to 22 to 69
			Page of the
			9 30 50
			February Services (March 1997)
			and the second
*			

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

(Signature of contractor)

(Signature of Theconty Hugineer)

Repair and Maintenance of Vehicle

G. R. P. W. D. Nos. 7938 of 6-1

S6-1 of 6-1-36, 1659-W of 27-9-37, G.C.M

And M. Deptt. No. 383-P/37 of 9-11-11

(P. W. D.) No. S-173, 2-W of 27-2-39, 12-10-41, and 2-5-44, 65-W 1038/11-1 of 26-3-49, 5647-W 2 of 12-12-50; PUBLIC SYCREGERARTMENT M/S A.B Construction Company Shahdadkot. 7.09% above. IRCLE DISTRICT JACOBABAE VISION

Moneral Rules and Directions for the Guidance of Contractors

Percentage Rate

for works

and Contract

Town Committee Contat telement

All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a hoard 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 whother a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner 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-ofattorney 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 contract. tors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
- 4. Any person who submits a tender shall fill up the tisual printed form stating at what percentage above or below the rates specified in Schedule B memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimated rates 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.
- 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 shell authorize the Treasury Officer to refund the amount of the tender when the tender on his claims. deposited to the contractor making the tender, on his giving the return of the money. Town Officer

- The Officer competent to dispose of the tenders shall have right of rojecting all or any of the tenders.
- 7. No receipt to 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.
- 3. The method and in 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 not 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 only accedented 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 vailed for the period mentioned below against such authority.

Thirty days Executive Engineer

Superintending Engineer Sixty days

Chief Engineer Ninty days

One hundred and Government eighty days

### Tender for Works

In Figures as

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 and in accordance in all respects with the specifications, designs, orawings, and instructions given in writing in persuance of the tender and in Chaise 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the tates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum;

sub-work arctincluded they should to detailed in a separate list.

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

(d) This deposit at all to in accordance with paras

(a) Ciencral description old Repen of old wehcle awast

(ii) Estimated cost

Earnest money

Rs. 100000

Rs. 20000

Security deposit- (including earnest money) (icer

(e) Percentage, if any, to be deduced from bills 15.50 % percent. 15.50 tage where no see

the fire harman

6 laken, will very from 5 percent to In per unt according to the requi rity deposit is of conditions of constact.

Time allowed for the work from date of written (8) months. order to commence

(f) Give schessary showing da-tes by which the various ltems are

Should this tender be accepted 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.

dated 31.5.17 from the Government Treasury or Receipt No. sub-Treasury at in respect of the sum of Rs.\* 1000/z is herewith forwarded representing the earnest money [(o) 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 Government on account of such security deposite as aforesaid | or | (b) the full value of which shall be retained by the Government on account of the security deposit specified clause I (B) of the conditions ].

\*Amount to be specified in words and figures.

Strike out (a) M deposit is to be taken.

\*\*Strike out (b)
If any cash securp
ty deposit is to be tekep.

Dated the

Agreement Bartestoron to

(Address)

(Occupation)

\*\*Signature of contractor before submission of tender \*\*\*Signature of witness to contrasignature.

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

\*Signature of the officers by witness

Executive Engineer Gadhi Khairo

Town Officer Division (or his worth orised wheretant) Garhi Khairo

Dated the

Conditions of Contract

Clause 1.—The Persons whose tender may be accepted (heremafter called

\* 15th 15th

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 tenders 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 Lumpi 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 make up the full amount of ...... percent by deducting a subject of the covernment as last aforesaid. All compensation or other sums of

money payble by the contractor to Government under the terms of contract may be deducted from or paid by the sale of a sufficient path is security deposit, or from the interest arising therefrom, or from sums which is due or may become due to the contractor until this contract and in the event of his security deposit being it need by reason of any such deduction or sale as aforesaid the contractor, showithin 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 sinn 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.

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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 raid under the provisions of this clause shall not exceed 10 percent of the clarificated cost of the work as shown in the tender.

of security deposit

the contractors shall have render a minister liable to pay deline as an or in the ting to the whole of his security deposit whether faid in one sum or in the by instalments) or in the case of abandonment of the work owing norther serious illness or death of the contractor or any other cause die Executive on behalf of the Governor of Sind shall have power to adopt

(a) to rescind the contract ' i retire or a transfer to the contractor under the hand of securive I process shall be given and in that case the security of the contractor shall stand executive I princer shall be given forfeited and be absolutely at the disposal of the Government.

- (b) To employ labour paid by the the Public Work Department and to supply materials to carry out the work, or any part of the work. Jebiting the contractor with the cost of the labour and the price of the noticials (as to the correctness of which cost and price the certificate of the becentive Engineer shall be final and conclusive against the contracter) and crediting him with the value of the work done, in all respects in the same mianuer and at the same rates as if it had been earned out by the contractor under the terms of his contract; and in that one the critificate of the Executive Engineer, as to the value of the work gone shall be final and conclusive,
- (c) To measure up the west of the contractor not to take such part thereof as shall be unexecuted or of the hanes, and receive it in another contractor to complete in which case any expenses which care be menified in excess of the sum which would have been paid to the original contractor if the whole work had been executed by lam as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive and shall be being and said by the cognil 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 gracieds 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 lawing purchased or preceded any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the west 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 surfor 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 an employed portion of the work it Action when the unsatisfectory the Executive Engineer shall, instwithstanding that all the general progress of progress of the work is in accordance with the conditions mentioned in of the work clause 2, be entitled to take action under clause 3 (b) after giving the contract 15 day's notice in writing. The contractor will be a claim for compensation, for any loss sustained by him owing to such action.

la unnativiactory.

Chase 5 .- In any case in which any of the powers conferred upon the 1-xecutive Engineer by the clause 3 and 4 thereof shall have become exercise. able and the same shall not have been exceeded the non exceed the con shall not ithstanding be exerciseable in the event of any tours . Of or fault by the contractor for which under any clause or clauses here a real and a counted liable to pay compensation amounting to the whole of his accounty deposit and the liability of the contractor for past and after compensation shall remain unaffected. In the event of the Frecetors to ever taking action process sub-clause (a) or (c) of clause 3, he was the correst take possess all or any tools, plant, materials and stone in or upon the works, in the site thereof or belonging to the contractor, or presented by him and in tailed to be used for the execution of the week or any part thereof, per ungles. allowing for the same in account at the contact trates, or in the trate of power to take contract not being applicable, at current market rates, to be account by possession of or the Executive Engineer whose certificate thereof shall be firmt to the after of creating contact. native the Executive Engineer may, after giving notice in writing to the copy tactor's plant, tractor or his clerk of the works, foreman or other authorized agent requires that 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 contracts trailing to comply with any such requisition, the Executive Finance was remove them at the contractor's expense or sale them by auction or prevace on of the Executive Engineer as to the expense of the first of the uligato amount of the proceeds any expense of and such sale shall be true. clusive against the contractor.

ains liable to pay compensation

Town Officet Town Committee

Excelon 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 mose, 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 the 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, nade under this agreement.

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

Binal cartificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinatter 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, find 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 intil 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 reado at of scanolding, surplus materials and rubbish, and cleaning of dist on or herore the date fixed for the completion of the work the Engineer is 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.

Burndala".

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 component authority the Contractor shall, on a notice in wining being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and proble ridges within the contractor makes default such work may be calcust out departmentally in which case the amount spent on the removing such "imadis" 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.

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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 confection givent that in the case of works estimated to cost more than tupees five hundred the contractor shall on submitting bill therefore, as provided in clause 10 be cutified to receive payment proportionate to the part of the work then approved in passed to the Engineer-in charge, whose certificate of such approved in passing of the sum so payable shall be final and conclusive against the contractor. Fill such intermediate payments shall be regarded as payments by contractor.

Months Conti

Town Committee

against the final payment only and as payments for well accounty done and completed, and shall not prechable to be removed to 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 tetal amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several iteras of works extract to see more than Rs. 1.000 agreed to within, shall be call I only when it iteras considered is accepted as having been compressed toff in accordance who are considered specifications. In cases where the items of hors, are the accepted as so completed the Engineer-in-charge play make payment on acceptance at such reduced rates as he may consider reasonable in the purposation of final or on account bills,

Payment at reduced rates on account of item of work and accopied as completed to be at the direction of the Engineeincharge.

Cluase 10.—A bill shall be submitted by the contractor as happened 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 of cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissble, 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 has 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 sub-

Clause 11.—The contractor shall submit all bills on the pented forms to be had on application at the office of the Engineer in charge. The charges to be amade 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 cates hereinafter provided for such work.

Bills to be on pri-

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 ticable for the convenience of the contractor but no so as all any way to control the meaning or effect of this contract specified in the contract of memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to tupe to be needed him for the purposes of the contract only and the value of the materials and stores so supplied shall be set on the contract of the materials and stores so supplied shall be set on the same ted. contract, or otherwise, or from the security, deposits, or the pressure of sale thereof, if the security deposits is held in Government securor a sufficient portion thereof soati in that case be sold for the purpose. All materials supplied to the contractor shall centure the absolute property of Government and shall on no account be removed from the site of the week, 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, and his hand, but the contractor shall not be entitled to return any same mentals. except with the consent of the Engineer-in charge and he small and her claim for compensation on account of any such material supplied to into a aforesaid but remaining unused by him or for, any wastage in or damage to any such materials.

Store supplied by

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manuer and note as egards materials and all other matters in strict accordance with the part already lodged in the office of the Executive Engineer and substantial being a part of the contract. The contractor was the said specification being a part of the contract. The contractor was the said specification being a part of the contract.

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

Town Officer Town Committee Garbi Khairo

Contracts

confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in charge and todged in his office and to which the contractor snull 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.

Altrations in spesification and desigm 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 al-terations shall not invalidate the contract; and my altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in chause 33 below as part of the work shall he 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 week bears to the original contact work, and the certificate of the Engineer-in-charge us 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 Engineerin-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 anoted 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 rancel his order to carry out such class of work and arrange to carry it on: such manner as he may consider advisable, Provided always that if the contractor shall commence work or incur any expenditure with regard thereis, before the rates shall have been bettermined as lastly hereinbefore mentioned, men in the case to shall only be entitled to be paid in respect of the west carried out for expenditure incurred by him prior to the date of the determination of the rate as afore aid 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 allcration into retriction of work. Clause15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever that 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 tail but which he dist not so derive in consequence of the fini amount of the work not having been earlied out, neither shall be have any claim for compensation by reason of any alternations, having been made in the original specific case according designs and instructions, which may involve any entailment of the work is originally contemplated. Where materials have already been deducted at site of the work before he receipt of the said notice to stop or chi air one work, the contractor shall be paid to such materials at the rates determined by the Engineer-incharge provided they are not measess of requirements and are of approved quality.

Time limit tor

entitled to any compensation from Government on my recount unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and comensation payable case of bad Clause 17.—If at any time before the security despois is a lander to the contractor, it shall appear to the Engineer-in-charge of the work, that any work has been executed associated imperfect or unskilful workmanship or with material of the work or any work has been executed as a security of the work of the work has been executed as a security of the work of the

\*Hater here percentage, whom in tender,

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 lishall be lawful for the Engineer-incharge to intimate this fact in writing to the contractor, and then notwithstunding the for intimate this lact 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 tor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 18.-All works under or in course of execution executed in Works to 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 Contractor, responsible to the contractor, responsible to 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.

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. rement 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.

Netice to given before work

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 the contractor, that may then be due or may thereafter become due to or from his security deposits or the proceeds of sale thereof, or of a subicient portion thereof.

Contrastor Habi done, and for imcertificate.

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 specific conditions or not ents, forming part of the contract referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying the home

pply plant, ledder

And is liable for dumages arising from non-provision of lights, foncing etc. 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.

Measures for

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

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

Work on Pridays

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

Clause 26.—The contract shall not be assigned or sublet without the

Work not to he subjet

written approval of the Engineer-in-charge. And if the contractor shall assign of 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 time 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 adventage 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 of any way directly or indirectly interested in the contract or if the contractor of any way directly or indirectly interested in the contract or if the Engineer.

charge may by notice in writing rescind the contract. In the even so a contract being rescinded the security deposit of the contractor shall

rescinded and security deposit forfeited for Sub-leting it without approval or for briling a public officer or if Contractor becomes inspivent.

Conttract may by

Fine time consequences spatt easure a condition and rest resonance under the ciause 3thereof and in addition the actor small not be entitled for recovery 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 compensection 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 say of compensadered as reasonable compensation with

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

Clause 29.—All works to be executed under the contract shall be executed to be uscuted under the direction and subject to the approval in all respects of Superintending the Supdig: 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 ou.

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 Supdig: 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 Supdig: Englacer to be Boal

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

Stores of Europcan or American inanufacture to be 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 cuttled 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, for if the part of the work in question is not in the opinion of the Engineerin-charge capable of measurement, the Engancer-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 haal and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Clause 33. - In the case of any class of work for which there is no such specification as is mentioned in Rule I 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.

Definition

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

> Town Committee Garhi Khairo

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

Contractor peracolage Whether 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 rem 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 Worksmen'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 quantitles satered in the tender of satimate.

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

Employment of famine etc. labour and the of

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 comp opeation for delay in starting, the

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 compansation for deof 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, excavations is mud, sub-soil water or water standing in barrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

Entwing upon of commencing any portion of work.

Chause 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 donkeys or other

Clause 43.- (1) No contractor shall employ any person who is under the the employments of age of 12 years.

- (ii) No contractor shall eruploy 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 (Nawur).
- (iii) No animal suffering from sores, lamoness or emaciation of which is immature shall be employed on the work.

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

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

Pakistani, Timberr to by grad.

Clause 44.—As far as possible Pukistani Timbers shad be used and where for any remon this is not practicable, preference shad be used and where and then to other British Timbers.

> Town On Town Committee Garhi Khálik

Clause 45.—If any materials such stones metal, bajri, sand etc. are required to be conveyed by rail, the materials are required to be conveyed by rail, the materials are required for Government of semi Government works thereby enabling them to have the benefit of concessionary freight charges from the rankey. 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 social ders when tendered rates are passe.

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

Recovery of due, from contractor as arrears of Land Revenue.

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

Partnership of M LA'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-

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

Interest or share Government tervant in the

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
Superintending Engineer
Chief Engineer
Gevernment

Thirty Days
Sixty Days
Nincty Days

Note: - The amount of carnest money of 4 th, 5 th and onwards lowest

Note: - The amount of earnest money of 4th, 5th and onwards lowest ten leters many at the request of such tenders 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 members. 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
Garbi Kilairo

Donahis

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

Accountant

Gertified that I have noted the content of Government H. M. Dir Circular Memornadum No. 1006-1 dated 21 st February, 1950, where in the responsibility of quetting the tender checked efficiently is placethon me.

Town Committee Garhi Khairo

Town Officer TowniCommittee Garhi Khaire

o Burma

atterte

# SCHEDULE B

## Memorandum showing items of work to be carried out.

	Quantities	Tender rate		Em	Total amount	
Item No.	nay be more or less	Trans of work	In figures	In words	Unit	according to estimated quantities
X,		PAKIS	Rs. Ps.	PAKIS		AKISTAN
}		S PECI/ADHESI	1000 SPECIAL ADHESIVE			DOTES PECIAL TO THE STATE OF TH
			*			
ı			k to the			(国 (国 (国 (国 (国 (国 (国 (国 (国 (国

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 tilled in, in link 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 closure all respects and held good work under all conditions, site moisture, weather, etc.

(Signature of -- T

Assistant Brighter

Schedula 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 will be cha	the material rged to the actor	ls Place of delivery
	Units	The second secon	Ps.
		900	
			Y

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 person of the tender.

(Signature of Contractor)

(Signature of

Town Officer



### (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
ı	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
2	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)			- 2			
		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)		1			-1	With
	1	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.

Pearine 72.0 percentage above Anne Ac:



#### 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
	Laying earth in 6" thick layers levelling, dress: 2 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		•	-		-	į.
		Qty	5,985.00	@Rs.	4411.82	P% Cft	264,047.00
CHICATO .	-					Total:-	580,133.0

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- 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.

Yemina)=73% above

(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	12,673.0
2	Carriage of Earth (CSI.No,8 P-02) Qty Same item No.4					-	
		Qty	5,985.00	@Rs.	407.00	P%0 Cft	2,436.0
3	Laying earth in 6" thick layers levelling, are 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

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

### Name of Work:

2

### 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) Oty Same item No.4					(*)	8
		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
.1	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)						4
		Qty	730.00	@Rs	1,141.25	P%0cft	8,331.00
, in	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio .:4:8 (GSI No.4 P14)						3
		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 tilling the joits with hillsand and laying in specified manner / pattern and design etc complete (GSINo 73 P49)	٨	2				
		Qty	2,920.00	@Rs	223.97	P%0cft	653,992.00
		-				Total:-	772,461.0

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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
ĺ	Barrow pit excavation undressed lead up to 100' in Ordinary Soil (GSI No 3 P I)	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					9	€.
		Qty	2,920.00	@Rs	407.00	P%0cft	1,188.0
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	1,034.0
4	Supplying Filling sand under Flour in plugging Wall (GSI No.29 P-26)						
. 7		Qty	730.00	@Rs	1,141.25	P%0cft	8,331.00
29	Ement 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	101,733.0
	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	۵	i.			-	
	(GSINo 73 P49)	Qty	2,920.00	@Rs	223.97	P%0cft	653,992.0
						Total:-	772,461.

Plemium=30% above Aamuti

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				2	
		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
	Supplying Filling sand under Flour, in plugging Wall (GSI No.29 P-26)						
3		Qty	730.00	@Rs	1,141.25	P%0cft	8,331.00
5	ement 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)	د.					
		Qty	2,920.00	@Rs	223.97	P%0cft	653,992.00
	Name of the second seco	4.7	2,720.00	(essess)			

Premium 31% Nove

#### (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 VIS!ON	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/-
12.20	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/-
	- A		Total	321945/-
	3 Nos. Rs. 321945 x 3 =		Rs.	965835/-

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

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

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/-
1	•		Total	321945/-
	3 Nos. Rs. 321945 x 3 =		Rs.	965835/-

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

17-

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

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

RS: 1050000/2 (Queted as per in

Contractor

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### (B.O.Q)

Name of Work:

Supply and Fixing CC TV Camera's in Town Garhi Khairo District

Jambabad.

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/-
The same	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/-
11. 1.29			Total	321945/-
	3 Nos. Rs. 321945 x 3 =		Rs.	965835/-

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

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

Quotide as per matel Rites

(B.O.Q)

#### NAME OF WORK:

# PUP! HASE AND SUPPLY WATER TANK WITH MATERIAL FOR FOWN 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 Gharges etc		@Rs.	100000.00	etc	100000.00
7					Total	1,000,000.00

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

3 Any / As 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.

⇒ Qualida as per mortel entre

Town Officer Town Committee

Garhi Khairo

#### 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 guaries as mentioned in the estimate.

1090300/2 (Qualed market Rate)

Contractor



#### 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 & M & 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/: Quated Rate

Contractor

## 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
au)	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						
	Making and fixing Steel grated doors with1/16" thick sheeting including angle iron frame 2"x2"x3/8" and 3/4" square bars 4"	Qty	1,070.00	@Rs.	3,275.50	P% Sft	35,048.00
8	centre to centre with locking arrangement (CSI.NO.24,P-97)						
SUP		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)						

	9					- T	
		Qty	4,398.00	@Rs.	425.84	P% Sft	18,728.00
1	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.



### 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)				•		
2		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)		7:				
10	,	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)						
	A	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					-	7
		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						
1		Qty	1,070.00	@Rs.	3,275.50	P% Sft	35,048.00
	Making and fixing Steel grated doors with 1/16" 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)						
1		()!y	768.00	@Rs.	726.12	P. Sft	557,660.00
	Preparing new surfaces and painting of doors and windows any type (including edges) (GSI No 5(c)P-76)	N/ Ske's	700.00	wits.	,	1.01	337,000.00
		Çty	1,536.00	@Rs.	823.63	P% Sft	12,651.00
	Vhite washing one coat (CSI.NO.25 P-59) uantity same as Cement Plaster (QTY me as item of cement plaster)						

11	Colour washing two coat (CSI.NO.25 P-59 Quantity same as Cement Plaster ( QTY same as item of cement plaster )
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Qty	4,370.00	(egito.		170011	37,010.00
01	4,398.00	@Rs.	859.90	P% Sft	37,818.00
Qty	4,398.00	@Rs.	425.84	P% Sft	18,728.00
Otto	4 202 00	OD.	40E 94	D9/ S0	19 729 00

#### 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.
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- 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

Z4 K Contractor

### 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)		4		1.		
		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)				*		
12		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)		3		1.	,	
		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)		7. 1				
,	0 1 1 1 1 1 1 1 0011 1 1 1 1 0011 1 1	2 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				4.		
	4	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)		- m - 6,				
1		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						
					<u> </u>		
8	Making and fixing Steel grated doors with 1/16" 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)		1,070.00	@Rs.	3,275.50	P% Sft	35,048.00
					700.10	D 00	555 (60.00
	Prograting new surfaces and painting of	Q(y.,	768.00	@Rs.	726.12	P. Sft	557,660.00
9	new doors and windows any type (including edges) (GSI No 5(c)P-76)				- *		
1		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)						



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
	1			1	
Qty	4,398.00	@Rs.	425.84	P% Sft	18,728.00
Otu	4 209 00	(A)Da	425.84	D9/, C0	19 729 0

#### Conditions

- 1 The Work Shall have to be executed according to the PWD/PHE Specifications.
- No premium on non schedule Items shall be paid to the contractor.

25.

- 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.

contractor



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 will be cha	the materi rged to the actor	als	Place of delivery	19
Table 9	Units	Rs,	Ps.	Tally days of the same of the	
				Caston Casaki	
	V	e-Andread		A Part of the second	
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	The second secon		1		
	A STATE OF THE STA	1 append			

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

### SCHEDULE B

#### Memorandum showing items of work to be carried out

	Quantities estimated but		Tender	rato		Total amount
Item No.	may be more or less	Item of work	In figures	In words	Unit (	according to estimated quantities
			Rs. Ps.			
		PAKISTAN	PAKISTAN	KISTAN	AKISTAN	
		(پائي و دويم		المحتلين	ر بازدر ا	
		7 200			المات المال 000Rs	
		SPECIAL ADHESIVE	NO.	200000000000000000000000000000000000000	PECIAL DHESIVE	,9 "
				* 40*		
				* 50		
				i ja		

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 al respects and held good work under all conditions, site moisture, weather, etc.

Mondo Cl.

(Signature of Assistant, Engineer

with the orders issued vide Gover ment P. W. D. circular themo 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 qetting the tender checked efficiently is placed on me.

Contractors

Executive Engineer

Executive Engineer Division Clause 45.—If any materials such required to be conveyed by rail, the stones metal, bajri, sand etc. are Cortificate netors 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 treight charges from the ranway. 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.

fahr charges for the Rullway.

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 acceptance of W ders when sendered

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

Recovery of des from contractor arrears of Land Revenue.

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

Partnersbip 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.

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

Interest or share Government servant in the

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 Superintending Engineer Chief Hugineer

Thirty Days Sixty Days Ninety Days

Gevernment

One hundred & eighty days

11 - CONTRACTOR A Constru

The amount of earnest money of 4 th, 5 th and onwards lowest ten leters 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 secondance

to such construction, he 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 not 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

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 Worksman'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

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 of 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 h authority the contractor shall have no claim to ask for measurements of payment for work.

Minimum age of persons employed the employments of donkeys or other snims!s.

Clause 43.— (1) No contractor shall employ any person who is under the age of 12 years.

- (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

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

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

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

Pakistani, Timber to be used.

Garhi Khairo

eupon stand forfeited and be about a the diposal of Government and a same consequences shall ensure a contract had been resembled under chause 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 in actus' 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 ou.

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 Supdig: 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 Supday: Engineer to be flust.

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

Limp sums in

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

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

Definition of works,

Titee

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

Measures for

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

Clause 24.—The employment of female labouers on works in the mighbourhood 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 he subjet

Clause 26.—The contract shall not be assigned or sublet without the veritten 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 adventage 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 despite them as aforesaid, the Engineer or charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor which a contract being rescinded the security deposit of the contractor which a contract being rescinded the security deposit of the contractor without a contract being rescinded the security deposit of the contractor without a contract being rescinded the security deposit of the contractor or any shall be contracted.

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

Town Compliage

that any materials or articles provided to 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 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 materia-Is 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 reexecute 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

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

Works to be op-

Contractor or responsible agent to be present

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

Netice to be given before work is covered up.

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

Contractor Hable for damage done, and for intparfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, 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 matter which

Contractor to supply plant, ladders scalleddings, 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 todged in his office and to which the contractor snall 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.

Altrations in spesification and desigm 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 mainter above specified subject to the limit laid down in clause 33 below as part of the work shall he 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 n (...) 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 small, within seven days of the date of receipt by him of the order to carry out the work inform the Engineerin-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 annel his order to carry out such class of work and arrange to carry it on; 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 out case he shall only be estitled to be paid in respect of the west carried out for expenditure incurred by him prior to the date of the determination of the rate as afore aid 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 or mpensation 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 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 didnot so derive in consequence of the fud amount of the work not having been carried out, neither shall be have may claim to compensation by maken of any alterations, having been man in the original specifica our designs and instructions, which may invoive any curtailment of the work as originally contemplated. Where materials have already been conscied at site of the work before he receipt of the sold notice to stop or cur air me work, the contractor shall be paid for such materials at the rates determined by the Engineer-inchange provided they are not mexcess of requirements and are or approved quality.

Time limit tor

clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on my 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.

Clause 17.—If at any time before the security despois the hundred of contractor, it shall appear to the Engineer-in-charge of the work, that any work has been executed the mountain imperfect or unskilful workmanship or with material of town officer

. Hater here percentage, whom in tender,

Action and compensation perable in case of bad against the final payment only and spayments fin well accounty done and completed, and shall not precharge the improved 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 a 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 calculate the more than Rs. 1.000 agreed to within, shall be valid only when it mean concerned is accepted as having been completed tail in accordance who are sometimed specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on acceptance at such reduced rates as he may consider reasonable in the proposition 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 Engine-incharge.

Cluase 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 for as admissble, adjusted, if cossible 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 has will be sufficient warrant and the Engineer-in-clainge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be sub-

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 pr

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 hereinatter mentioned be a as procticable for the convenience of the contractor but no so as an 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 turn to be needed him for the purposes of the contract only and the value of the first quantity of the materials and stores so supplied shall be set on ... warmted contract, or otherwise, or from the security deposits, or the pressed of sale thereof, if the security deposits is held in Government security the counce of a sufficient portion thereof soai in that case be sold for the purpose. All materials supplied to the contractor shall comme 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, ... ay such materials unused and in perfectly good condition at the time of causplotion or determination of the compact shall be refunded to the P. e.D. store, if the Engineer-in-charge so requires by a monte in writing a close his hand, but the contractor shall not be entitled to return day Far marenais except with the consent of the Engineer-in charge and he shall as at no claim for compensation on account of any such material supplied to itim 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 place if the work in the most substantial and work-man-like manner and notice as regards materials and all other matters in strict accordance with the spice alions lodged in the office of the Executive Engineer and infinitely by the parties, the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications. driwings orders with a continuous and a continuous accordance and a continuous accordance accordan

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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 mose and in any case before the date of completion of the work, and the Executive Engineer may, it 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 find.

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 commute to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Hinal certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinatter 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 of 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 intil the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordingtes 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 remonal of scalloding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for 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.

Burndala".

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 component 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 contractor makes detault such work may be carried and departmentally in which case the amount spent on the removing such "fundlis in and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit, The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work,

Payment on intermediate certifi, cates 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 tupees 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 will such intermediate payments shall be regarded as payments by way and advance

Town Committee

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(a) to rescind the contract. It is rescision period in writing to the contractor under the hand of the executive l'ogineer 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 for med.

- (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 Frecutive 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 only 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 been and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount 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 exerciseable and the same shall not have been exercised, the non-exercise, the eof shall not constitute a waiver of any of the conditions hereof and one is owers shall notwithstanding be exerciseable in the event of any turne care tol default by the contractor for which under any clause or clauses bered 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 Linguiser taking action vider 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 precured by him and included 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 contract not being applicable, at current market rates, to be crucied 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 of sale them by auction or private sale on account of the contractor and at his risk in all respects, and the difficate of the Executive Engineer as to the expense of any state remarks and consumer of the proceeds any expense of and such sale shall be final and consumer of the proceeds any expense of and such sale shall be final and consumer of the proceeds any expense of and such sale shall be final and consumer of the proceeds any expense of and such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final and consumer of the proceeds any expense of any such sale shall be final any such sale shall be final any such sale shall be final any such sale shall be clusive 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, doneractor's plant.

Committee Carol Khairo

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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 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 tump sinn 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 deckion 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 raid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Astion when whole of security deposit if forfoited,

Clause 3.—In any case in which inder any clause or clauses of this contract, the contractors shall have rendered himself hable 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. . . from bills

purity deposit is taken, will very from 5 percent to in per unt according to the requcass where secu-rity deposit is taken See note to Clause I of conditions of contact.

dule where necessary showing dates by which the various items are to be completed.

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

Should this tender be accepted the 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.

ALBERTA BANKS

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dated 31.5.17 from the Government Treasury or Receipt No. sub-Treasury at in respect of the sum of Rs. \* coo is herewith forwarded representing the earnest money [(o) 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. So. on shall be retained by the Goevenment on account of such security deposite as aforesaid ] or [(b) the full value of which shall be retained by the Govennment on account of the security deposit specified clause I (B) of the conditions ].

\*Amount to be and figures.

Strike out (a) M no c' h security deposit is to be taken.

"Strike" out (b)
if any unsh securif
ty deposit is to be teken.

Dated the (Occupation)

\*\*Signature of contractor before submission of tender \*\*\*Signature of witness to contra-

The above tender is hereby accepted by me on behalf of the Government xecutive Engineer

\*Signature of the officers by witness

arhi Khairo Dated the

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authorised Assistant)

#### Conditions of Contract

Clause 1.—The Persons whose tender may be accepted (hereinafter called Security deposits.

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 trops every such payment as last aforesaid. All compensation or other sums of

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- 6. The Officer competent for dispose of the tenders shall have right of rejecting all or any of the tenders.
- 7. No receipt to 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 hinding 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. It is 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 not 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 only once and 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 anthority competent to accept a tender is any of the following authorities, the tender shall from the date of opening tenders be vailed for the period mentioned below against such authority.

Executive Engineer Thirty days

Sixty days Superintending Engineer

Chief Engineer Ninty days

One hundred and Government. eighty days

#### Tender for Works

In Figures as

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 tates to be paid for them shall be as provided in Schedule 'A' hereto.

(a) Il serveral cluded they should he detailed in a separate list.

(c) The amount of earnest money to be deposited shall be in accordance with the provision of pa-ras 515 and 516 of the P.W.D. Mannal,

(dr This deposit all be in accordance with paras 513 and 521 of

(c) Earnest money

Cieneral description Purchage and Lupply of water Tank.

Loik Material
Estimated cost

Security deposit- (including earnest money)

G. R. P. W. D. Nos. 7938 of 6-1-56-1 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. 5-173, 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;

PUBLIC WORKS DEPARTMENT

FORM B-1

CIRCLE

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

VISION

Percentago Rate Tender and Contract Jor works

#### Soneral Rules and Directions for the Guidance of Contractors

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 whother a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner 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-ofattorney authorizing him to do so.
- Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
- 4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimated rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the line 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.
- The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted fenders 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 cornes when the contractor making the tender, on his giving the tender of the money.

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Schedula showing (approximately) the motorial to be supplied from the Publis works Stores for works contracted to be executed and the rates at which they are to be charged for.

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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)

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## SCHEDULE B

Memorandum showing items of work to be carried out.

	Quantities		Tender	rato		Total amount according to estimated quantities
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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 TOWN Can Engineer

iditional sheets, if found necessary,

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

Gertified that I have noted the content of Government P. W.D. Gircular Memornadum No. 1006-1 dated 21 st February, 1930 water in the responsibility of qetting the tender checked efficiently is placed on me.

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Clause 45.—If any materials such stones metal, bajri, sand etc, are required to be conveyed by rail, the actors will be granted certificates by the Engineer-in-charge of the words the effect that the materials are required for Governent of semi Governent works thereby enabling them to have the benefit of concessionary freight charges from the rankway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, ho claim shall be preferable against the Govt on this account.

Certificate for concessionary freigh 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 teaders 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 dust, from contractor as arrears of Land Revenue.

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

Partnership of M L.A'S for bidden.

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

Payment of Sale.

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

Interest or share Government terrant in the

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

Executive Engineer
Superintending Engineer
Chief Engineer

Thirty Days
Sixty Days
Ninety Days

Government

One bundred & eighty days

Note: The amount of caraest money of 4 th, 5 th and onwards lowest ten levers may at the request of such tenders 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

months of

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

Contractor per-centage whether applied to not or gross amounts of

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 un-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 Engincor-in-charge.

Claim for compensation for delay in starting the

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 comlay 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 of 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. mens hergy that if

Minimum age of donkeys or other

Clause 43.- (1) No contractor shall employ any person who is under the persons employed the employments of age of 12 years.

- No contractor shall eroploy 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 (Nawur).
- (iii) No animal suffering from sores, lameness or enmoiation or which is immature shall be employed on the work.

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

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

Clause 44.—As far as possible Pakistani Timbers shall be and where for any reason this is not practicable, preference shall be lived with the British Timbers and then to other British Timbers.

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Town Officer: Town Committee

thereupon stand forfeited and be about y at the diposal of Government and the same consequences shall ensure as an contract had been rescaled under clause 3thereof and in addition the contract shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clouse 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 in actual low.

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 Supdig: 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 Supdig: 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 Supdig: Engineer

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in form—"A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the 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 Europcan 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 nems, or if the part of the work in question is not in the opinion of 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 local and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

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

Definition

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

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And is liable for damages arising from non-provisiou of lights, foncing etc. 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 under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for

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 Pridays

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

Work not to be subjet 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 my 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 adventage 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 descent the produce in writing rescind the contract. In the contract of a contract being rescinded the security deposit of the contract.

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that any materials or articles provided in 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 and additional forthwith to rectify or remove and reconstruct the work so specified in a share 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 materia-Is 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 reexecute 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.

Clause 18.-All works under or in course of execution executed in Works to be pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contract-or shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention, of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a 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

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

Notice to given before work

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 suite cient portion thereof.

Contractor Hab done, and for im-

Clause 21.—The contractor shall supply at his own cost all material Contractor to (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract 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

POINTS 6 Town Committee Garhi Khairo

confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in charge and todged in his office and to which the contractor snall 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.

Altrations in spesification and desigm 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 chause 33 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 Lears to the original contact work, and the certificate of the Engineer-in-charge as to s 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 snall, 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 rancel his order to carry out such class of work and arrange to carry it one such manner as he may consider advisable, Provided always that if the contractor shall commence work or incur any expenditure with regard thereis, before the rates shall have been determined as lastly hereinbefore mentioned, then in the transe he shall only be estimed to be paid in respect of the west carried out for expenditure incurred by him prior to the date of the determination of the rate as afore aid 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 5 mpensation for altcration 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 fail ton which he did not so derive in consequence of the fini amount of the work and having been carried out, neither shall be have any claim for compensation by scalar of any alterations, having been made in the original specific outs according originally contemplated. Where materials have already been contented at site of the work before he receipt of the sold notice to stop or chi-air me work, the contractor such be paid for such materials at the rates determined by the Engineer-inchange provided they are not mexcess of requirements and fare or approved quality.

Time limit tor

claims 16, -- Under no circumstances whatever shall the contractor be entitled to any compensation from Government on my recount unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad

Clause 17.—If at any time before the security despoil is a hunded of the contractor, it shall appear to the Engineer-in-charge of the work, that any work has been executed with hunder imperfect or unskilful workmanship or with material or in the contraction.

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Gorhi Khaira

is payments for with accounty done against the final payment only and and completed, and shall not prechbe language in-charge from requiring any bad, unsound, imperfect or unstanced 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 a 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 tetal around payable for the works shall be final and binding on all parties,

Clause 9 .- The rates for several items of works when a more payment at red-1.000 agreed to within, small be sall a uni, year at mode concerned a need rates on acc is accepted as having been compared out in accordance who the productioned specifications. In cases where the items of work are not a capital as so completed the Engineer-in-charge any make physical or account to the account at such reduced rates as he may consider reasonable in the proposition of final or on account bills,

ount of item of work and accepted as completed to be of the Enginee-in-

Cluase 10.-A bill shall be submitted by the contractor as leading in the bill to be subthe progress of the work may justify less all work executed and not mitted monthly. included in any previous bill and the impineer-in-charge shall take of cause to be taken the requisite measurements for the purpose of having the space maleria verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bili, at any time depute 2 subordinate to measure up the said work in the presence at the contractor or his authorised agent, whose countersignature to the measurement has will a be sufficient warrant and the Engineer-in-change toay prepare a bill from such a list which shall be binding on the contractor in all respects.

Clause 11 .- The contractor shall submit all bills on the printed forms Bulleto be on prito be had on application at the office of the Engineer in charge. The med forms. 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 control conditions, and not mentioned or provided for in the tenger at the enter solution hereinafter provided for such work.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinatter mentioned by the last price-ticable for the convenience of the contracter but no so at many way to control the meaning or effect of this contract specified in the addition memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to me; to be needed him for the purposes of the contract only and the value of the contract of the materials and stores so supplied shall be set on a proported contract, or otherwise, or from the security, deposits, or the pressure of sale thereof, if the security deposits is held in Government security the mine or a sufficient portion thereof soali in that case be sold for the purpose. All materials supplied to the contractor shall senter 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. The such materials unused and in perfectly good condition at the time of consplation or determination of the contract shall be refunded to the P. W.D. store, if the Engineer-in-charge so requires by a none, in writing the hand, but the contractor small not be entitled to return any same remains except with the consent of the Engineer-in charge and he shall as a no claim for compensation on account of any such material supplied to min as aforesaid but remaining unused by him or for, any wastage in or damage to any such materials.

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

Works to be executed in accordance with apecifications.

Town Committee Garhi Khairo

Exchange at 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 mose and in any case before the date of completion of the work, and the Executive Engineer may, it 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 commune to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Hinal certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineerin-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 intil 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 terms of scaledding, surplus materials and rubbish, and cleaning of dist on or before the date fixed for the completion of the work the Engineer is 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 scaffelding or surplus materials as aforesaid except for any sum actually realized by me sale thereof.

Burnonia".

Clause 7-A.—In the case of silt clearance and other exception works of channels after the measurements are finally recorded and checked by a component 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 contractor makes detault such work very be characteristically in which case the amount spent on the removing sixth "Condities" and profile ridges shall be deducted from any money one 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 centract work,

Payment on intermediate certifi, cates to be regarded as advances.

Britis Conti 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 tupees five hundred the contractor shall on submitting bill therefore, as provided in clause 10 be cutified to receive payment proportionate to the part of the work then approved and Justed to the Engineer-in charge, whose certificate of such approved and Justed to the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments with

Town Committee



(a) to rescind the contract to the resolution perfect in withing to the contractor under the hand of the Executive Lugineer shall be given and in that case the security deposit of the contractor shall stand to h resolvion makes in willing to the forfeited and be absolutely at the disposal of the Government,

- (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 Faccutive 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 manuer 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 firal 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 original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be cutiled 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 an inticular portion of the work is unsatisfactory the Executive Engineer shall, not with standing 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.

progress of any. of the work

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 excreises able and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and being owers shall notwithstanding be exerciseable in the event of any luttre time of default and 4. by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his accurity deposit and the liability of the contractor for rast and future compensation shall remain unaffected. In the event of the Executive Lamineer taking action us der 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 precured by him and included to be used for the execution of the work or any part thereof, prying or allowing for the same in account at the contract rates, or in the contract not being applicable, at current market rates, to be cractical by possession of or 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 of the Executive Engineer as to the expense of any state residual amount of the proceeds any expense of and such sale shall be from Thicate clusive against the contractor,

Centractor compensation

Town Orncer Town Committee Garhi Khairo

money payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising theretron, 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 red-need 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.

If the amount of the security deposit to be paid in a lump sinn 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 confipcient authority. If such check is necessary otherwise from the last date of recording the final measurements.

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. hroughout the stipulated period of the contract be proceeded the date w. leligence ( time being deemed to be of the essence of the fine contractor ) and the contractor shall pay as com-The work shan with, with all dumal to one percent or such smaller amount as the contract on the part decision in writing shall be final may decide, pensation an amount . of the whole work as shown by the Superintending Engineer (Way of the amount of the est, mated co. monanced, or nafinished, after tender for every day that the work remains be the execution the proper dates. And further to ensure good p. the the time of the work, the contractor shall be bound, in all charge contractor allowed for completion of a y work exceeds one month, to com-

CEARL HE SYNTETIO all Lassortiment area

Are been reducted an thoron the se commot the deposit

the state of the state of the

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

of the work in 1/2 of the time

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

shirt in the also as and abide the programme of detailed progress laid down by the Executive Engineer.

In the event of the contractor railing 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 raid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender

kion when whole of security deposit

Clause 3.—In any case in which inder any clause or clauses of this contract, the contractors shall have render a tim self liable to pay compensation automting to the whole of his security deposit (whether paid in one sum of the by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other capses the frequency Engineer on behalf of the Governor of Sind shall have power interior any of the following courses as he may deem best suited to interior

(e) Percentage, if any, to be ded from bills Fifteen and fifty pass

percent. 15.509

taken, will very from 5 percent to In per ant according to the requtrements of the case where secu-rity deposit is taken See note to Clause I of conditions of constact.

Time allowed for the work from date of written order to commence one months. (f) Give schessary showing da-tes by which the various items are to be completed.

Should this tender be accepted - 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.

dated 3.5.17 from the Government Treasury or 10 Receipt No. in respect of the sum of Rs. \* | 000 sub-Treasury at 000 is herewith forwarded representing the earnest money [(o) 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 Goevenment on account of such security deposite as aforesaid ] or [(b) the full value of which shall be retained by the Govenrament on account of the security deposit specified clause I (B) of the conditions ]. \*\*

\*Amount to be specified in words and figures.

Strike out (a) W no e' h security tak en.

"Strike out (b) if any cach security depor'l is to be teken.

.. Signature of conuractor before submission of tender of \*\*\*Signature witness to contracter's

officers by witness

socoted.

Signature of the

(Occupation)

Dated the

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

Town Colymon (or his Galiablished Weistant)

Garhi Khairo day of

Dated the

## Conditions of Contract

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

Security deposits.

· Mala at 1

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 déduction 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 extinuted 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 of make up the full amount of...... percent by deducting a sufficient contract of covery such payment as last aforesaid. All compensation or other of

Town ONicer Town Committee Garbi 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.
- 3. 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 beforce the tender form is issued. If it 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.
- All work shall be measured not 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 onhanced 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 such authority.

Thirty days Executive Engineer

Superintending Engineer Sixty days

Chief Engineer Ninty days

One hundred and Government.

eighty days

## Tender for Works

In Figures at

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

provided in Schedule 'A' hereto.

Memorandum:

Government such materials and the rates to be paid for them shall be as

F.Q.C.C. TV Cameras 10,00,000/v Cieneral description 6

(ii) Estimated cost

Earnest-money

Security deposit- (including carnest money)

Garbi Khail

(c) The amount of earnest money shall be in accor-

(a) Il serveral cluded they should he detailed in a

separate list.

dance with the provision of pa-ras 515 and 516 of the P.W.D. Manual.

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

Supplying and Lixing C.C.TV. Comera was

G.R. P.W.D. Nos. 7938 of 6-1

56-1 of 6-1-36, 1659-W of 27-9-37, G.C.M.

and M. Depit, No. 383-P/37 of 9-11-11

(P.W.D.) No. S-173, 2-W of 22-2-39, PUBLIC WORKS DEPARTMENT

12-10-44, and 2-5-44, 65-W 1038/11-1 of

28-3-49, 5647-W 2 of 12-12-80.

Als AB. Construction

Company Shahdad Kor

Percentage Rate Tender and Contract for works

Contractors 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 carnest 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 whother a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner 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 forms stating at what percentage above or below the rates specified in Schedule B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the 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 arrow thomas deposited to the contractor making the tender, on his giving a tender for the return of the money.

Town Committee Garhi Khairo

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