

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: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **Three (3)**
5. BRIEF DESCRIPTION OF CONTRACT: **Construction of 60ft wide road on protection band from Sunny CNG upto Abdullah Heaven/Makhdoom Rafiq u Zaman Road at Zonal Plan-III.**
6. Forum that approved the Scheme: **Director General HDA**
7. Tender Estimate Value: **Rs 10964000/-**
8. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 10964000/-**
9. Estimated Completion Period (as per contract) **Six Months**
10. Tender opened on (Date & Time) **15.08.2011 (12 Noon)**
11. NUMBER OF TENDER DOCUMENTS SOLD **Three**
(attach list of buyers):
12. NUMBER OF BIDS RECEIVED: **Three**
13. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
14. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
15. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Shabir Ahmed Jamali**
H-No B, Jamali Muhalla Talhar Distt:
Badin.
16. CONTRACT AWARD PRICE: **Rs 11400982/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Shabir Ahmed Jamali	(1st)
M/S Shafqat Ali	(2nd)
M/S Siraj Soomro	(3rd)
18. Method of Procurement Used
 - a) Single Stage-One Envelope Procedure **Local**
 - b) Single Stage-Two Envelope Procedure **-**

- c) Two Stage-Bidding Procedure -
- d) Two Stage-Two Envelope Bidding Procedure -

19. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No: HDA/DTS/HP/DB/3413/11 dated 23.08.2011**

20. Whether the Procurment was included in Annual Procurement Plan **Yes**

21. ADVERTISEMENT

i) SPPRA Website **Yes** **SPPRA I.D 5015/11**
(If Yes, give date and SPPRA Identification No.) **Dated 23.07.2011**

ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)

22. Nature of Contact **Local**

23. Whether qualification critaria was included In bidding/Tender Documents? **No**

24. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **No**

25. Whether approval of computent Authority Was Obtained for using a method for Using a method other than open compitative Bidding. **N.A**

26. Was Bid Security Obtained from all Bidders? **Yes**

27. Whether the Succesful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**

28. Whether the Succesful bidder tehnically Complaint. **No**

29. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? **Yes**

30. Whether Evaluation report given to bidders Before the award of contract. **Yes**

31. Any complaints received? **No**

32. Any Deviation from specifications given In the tender notice/documents? **No**

33. Was the extension made in response time? **No**

34. Deviation from qualification area? **No**

35. Was it assured by procurment Agency that

The selected firm is not black listed? **Yes**

36. Was visit made by any officer/official of procurment agency to the suppliers permises in connection with procurment? If so details to be ascertained regaring financing of visit, if aborad. **N.A**

37. Were proper safegaurds provided on mobilation advance payment in the contract, (bank Guarantee etc)? **N.A**

38. Special Conditions, If any **N.A**


Authorized Officer


EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVISION
M. D. A. HYDERABAD


BID EVALUTION REPORT

1. Name of Procuring Agency: **Hyderabad Development Authority**
2. Tender Reference No: **EE/HPCD-II/HDA/1368/2011 dated 23.7.2011 and
EE/HPCD -II/HDA/1370/2011 dated 27.7.2011**
3. Tender Description/Name of work/item: **Construction of 60' wide road on Protection Bund
from Sunny CNG upto Abdullah Heaven/ Makhdoom
Rafiquzzaman Road at Zonal plan-III.**
4. Method of Procurement: **Local**
5. Tender Published: **SPPRA LD No 5015/11 dated 23.7.11 & INF/KRY/2644/11 & 2699/11**
6. Total Bid documents Sold; **Three**
7. Total Bids Received: **Three**
8. Technical Bid Opening date: (if applicable) **N.A (Provide details in separate form)**
9. No. of Bid technically qualified (if applicable): **N.A**
10. Bid(s) Rejected: **N.A**
11. Financial Bid Opening date: **15.8.2011**

12. Bid Evaluation Report:

S.N	NAME OF Firm or Bidder	Cost Offered By the Bidder	Ranking In Terms Of Cost	Comparison with Estimated Cost	Reasons For Acceptance/Rejection	Remarks
1	M/S Shabir Jamali 19.98% Above Diff: Cost of Bitumen Diff: Cost of Bricks Total	Rs 8649527/- 2719319/- 32136/- 11400982/-	1 st Lowest	14.46% above	Being Lowest In Competition, hence Accepted	
2	M/S Shafqat Ali 22.12% Above Diff: Cost of Bitumen Diff: Cost of Bricks Total	Rs 8803803/- 2719319/- 32136/- 11555258/-	2 nd Lowest	16% above		
1	M/S Siraj Soomro 23% above Diff: Cost of Bitumen Diff: Cost of Bricks Total	Rs 8867243/- 2719319/- 32136/- 11618698/-	3 rd Lowest	16.64 above		


Executive Engineer
HPCD-II HDA


Deputy Director
Audit & Account
Housing Project HDA


Project Director
Housing Project HDA


Director General
Hyderabad Development Authority

(3)

OFFICE OF THE PROJECT DIRECTOR HOUSING PROJECT H.D.A HYD:

NO:PD/HP/HDA/Estt:/1314 /2011,
Hyderabad dated: 17-10-2011

To,

The Executive Engineer,
HPCD-II, H.D.A
Qasimabad.

**SUBJECT: CONSTRUCTION OF 60FT: WIDE ROAD ON PROTECTION BUND
FROM SUNNY CNGUPTO ABDULLAH HEAVEN / MAKHDOOM
RAFIQUZZAMAN ROAD AT ZONAL PLAN-III**

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1558, dated: 17.10.2011.

The B-I agreement for the subject work in favour of M/s Shabbir Ahmed Jamali, Government Contractor, is returned herewith duly sanctioned for Rs.1,14,00,982/- (Rupees One Crore Fourteen Lacs Nine Hundred Eighty Two Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

01/L
PROJECT DIRECTOR
HOUSING PROJECT HDA
HYDERABAD SINDH

OFFICE OF THE EXECUTIVE ENGINEER HOUSING (P) CONSTT: DIVN-II H.D.A HYD

EE/HPCD-II/ 1558 /2011
Hyderabad ,Dated: 17/10 /2011


To,

The Project Director,
Housing project H.D.A
Hyderabad.

Subject:

B-I AGREEMENT FOR THE WORK CONSTRUCTION OF 60'FT WIDE
ROAD ON PROTECTION BUND FROM SUNNY CNG UPTO ABDULLAH
HEAVEN / MAKHDOOM RAFIOUZZAMAN ROAD AT Z.P-III.

Enclosed please find herewith the B-I agreement on the above noted work in favor
of M/S Shabir Ahmed Jamali for sanction and early return to this office.


EXECUTIVE ENGINEER
HOUSING (P) CONSTT: DIVN-II
H.D.A HYDERABAD

NTJ - No. EE/HPC 801/H24/1370

2-808

G.Rs., W.P.D. Nos. 7938 of 6-4-35,
561 of 6-1-36, 1559 W of 27-9-37,
G.C.M.P. and M. Deptt. No. 383-P/37
of 9-11-37 (P.W.D.) No. S-173. 2-W of
18-12-37 G. Rs. (P.W.D.) No. 1038-1 of
22-2-39 12-10-44 and 2-5-44, 654-W of
22-2-39, 12-10-44 and 2-2-5-44, 65-W
1038/11-1 of 28-3-49, 5647-W2 of 12-12-50

FORM B
PUBLIC WORKS DEPARTMENT
Date of issue 1st Publication
Date of 2nd 15-8-2011

Percentage Rate Tender and Contract
for works

EXECUTIVE ENGINEER

Housing Project, District, Punjab

Tender issued to Mr. Shabbir Ahmad Jamb
General Rules and Directions for the Guidance of Contractors
DR No. 1/141 dt-15-8-2011

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, 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 of any to be deducted from bills. It will also state whether refund of quarry fees, royalties, petrol dues and ground rents will be granted. Copies of the specifications, designs and drawings required in connection with the work shall be made available to the Engineer for the purpose of the tender by contractors at the

2. In the event separately by each party it shall be signed on his part by him to do so.

EXECUTIVE ENGINEER
Housing Project, District, Punjab
shall also be described in their tender name of the firm by authority to give effect



4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the

be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the envelope.

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

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

Serv. (R) - 1/93-5,000-2-80-TSS.

ENGINEER
Housing Project, District, Punjab
H.D.A. 1/141 dt-15-8-2011

Receipt No. 10097123 dated 15.8.2011 from Government Treasury or Sub-Treasury at _____ in respect of the sum of Rs. 200000/-

is herewith forwarded representing the earnest money the full value of which is to be absolutely forfeited to Government should ~~it~~ not deposit.

*Amount to be specified in words and figures.

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

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1(A) of the said conditions, otherwise the said sum of Rs. _____ shall be retained by Government on account of such security deposit as aforesaid or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions.

Dated this _____ day of _____ 198 _____

(Witness)††
(Address)
(Occupation)

Sanilind In Rs. 1140982/- (Rupees one lakh four thousand nine hundred and eighty two only) for the work of the Housing Project.

**Signature of contractor before submission of tender

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

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

PROJECT DIRECTOR
Executive Engineer
Housing Project
Division (or his duly authorized Assistant)

Signature of the officer by whom accepted.

Dated the _____ day of _____ 198 _____

Conditions of Contracts

Clause 1.—The ^{Person}_{Persons} whose tender may be accepted (hereinafter called the Security deposit.

contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender], or (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit]. Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to _____ percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of _____ per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale, as aforesaid the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

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

Compensation for delay

PROJECT DIRECTOR
Executive Engineer
Housing Project
Division

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

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

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

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

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

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

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

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

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

Pamul

M. K.

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government.

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

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

Ganesh

M. A. Z.

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent. On the amount of the estimate for every day not exceeding ten days; during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the

Contractor to supply plant, ladders scaffolding, etc.

upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded, under clause 3, hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

Ganesh

[Signature]
ENGINEER-IN-CHARGE
Hindon District Engineer

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W dated 14-9-1937 and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-1 dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer.

Executive Engineer,
Division.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Expenditure Book

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

(Signature of _____)
Executive Engineer
Assistant Engineer.

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

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: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **Three (3)**
5. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 12" Dia Water Supply pipe Line
from Masu Bhurgri road near Bismillah
park New Hyderabad City upto
Professionals Co-operative Housing Society
and other Housing Schemes in Zonal Plan-
VI-B**
6. Forum that approved the Scheme: **Director General HDA**
7. Tender Estimate Value: **Rs 9037859/-**
8. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 7797000/-**
9. Estimated Completion Period (as per contract) **Six Months**
10. Tender opened on (Date & Time) **15.08.2011 (12 Noon)**
11. NUMBER OF TENDER DOCUMENTS SOLD **Four**
(attach list of buyers):
12. NUMBER OF BIDS RECEIVED: **Three**
13. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
14. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
15. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Siraj u Din Soomro
72/41 Hamid Plaza Saddar Hyd.**
16. CONTRACT AWARD PRICE: **Rs 9037589/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)


M/S Siraj U Din Soomro	(1st)
M/S Shahjahan & Bros	(2nd)
M/S Shabir Jamali	(3rd)
18. Method of Procurement Used
a) Single Stage-One Envelope Procedure **Local**

BID EVALUATION REPORT

1. Name of Procuring Agency: **Hyderabad Development Authority**
2. Tender Reference No: **EE/HPCD-II/HDA/1368/2011 dated 23.7.2011 and
EE/HPCD -II/HDA/1370/2011 dated 27.7.2011**
3. Tender Description/Name of work/item: **P/L/J/T 12" Dia Water Supply line from Masu
Burguri road near Bismillah Park New Hyderabad City upto
Professionals Co-operative Housing Society and other
Housing Schemes in Zonal plan-VIB.**
4. Method of Procurement: **Local**
5. Tender Published: **SPPRA I.D No 5015/11 dated 23.7.11 & INF/KRY/2644/11 & 2699/11**
6. Total Bid documents Sold; **Four**
7. Total Bids Received: **Three**
8. Technical Bid Opening date: (if applicable) **N.A (Provide details in separate form)**
9. No. of Bid technically qualified (if applicable): **N.A**
10. Bid(s) Rejected: **N.A**
11. Financial Bid Opening date: **15.8.2011**


12. Bid Evaluation Report:

S.N	NAME OF Firm or Bidder	Cost Offered By the Bidder	Ranking In Terms Of Cost	Comparison with Estimated Cost	Reasons For Acceptance/Rejection	Remarks
1	M/S Siraj-Din Soomro Part-A 19.85% Above Part-B Total	Rs 486643/- 8551216/- 9037859/-	1 st Lowest	19.47% above	Being Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros Part-A 21.95% Above Part-B Total	Rs 494763/- 8570761/- 9065524/-	2 nd Lowest	19.84% above		
3	M/S Shabir Jamali Part-A 19.99% Part-B Total	Rs 487211/- 8593777/- 9080988/-	3 rd Lowest	20.04% above		


Executive Engineer
HPCD-II HDA


Deputy Director
Audit & Account
Housing Project HDA


Project Director
Housing Project HDA


Director General
Hyderabad Development Authority

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **Three (3)**
5. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 16" Dia Water Supply from existing
Water Supply line at cattle colony upto
Sahib Bhagal Goth and adjacent area
Housing Scheme Zonal Plan-VI.**
6. Forum that approved the Scheme: **Director General HDA**
7. Tender Estimate Value: **Rs 14472173/-**
8. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 12643000/-**
9. Estimated Completion Period (as per contract) **Six Months**
10. Tender opened on (Date & Time) **15.08.2011 (12 Noon)**
11. NUMBER OF TENDER DOCUMENTS SOLD **Four**
(attach list of buyers):
12. NUMBER OF BIDS RECEIVED: **Three**
13. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
14. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
15. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Siraj U Din Soomro
72/41 Hamid Plaza Saddar Hyd.**
16. CONTRACT AWARD PRICE: **Rs 14472173/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Siraj U Din Soomro	(1st)
M/S Shahjahan & Bros	(2nd)
M/S Shabir Jamali	(3rd)
18. Method of Procurement Used
 - a) Single Stage-One Envelope Procedure **Local**
 - b) Single Stage-Two Envelope Procedure **-**
 - c) Two Stage-Bidding Procedure **-**

d) Two Stage-Two Envelope Bidding Procedure -

19. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No: HDA/DTS/HP/DB/3413/11 dated 23.08.2011**

20. Whether the Procurement was included in Annual Procurement Plan **Yes**

21. ADVERTISEMENT

i) SPPRA Website **Yes** **SPPRA I.D 5015/11**
(If Yes, give date and SPPRA Identification No.) **Dated 23.07.2011**

ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)

22. Nature of Contact **Local**

23. Whether qualification criteria was included In bidding/Tender Documents? **No**

24. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **No**

25. Whether approval of competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**

26. Was Bid Security Obtained from all Bidders? **Yes**

27. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**

28. Whether the Successful bidder technically Complaint. **No**

29. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? **Yes**

30. Whether Evaluation report given to bidders Before the award of contract. **Yes**

31. Any complaints received? **No**

32. Any Deviation from specifications given In the tender notice/documents? **No**

33. Was the extension made in response time? **No**

34. Deviation from qualification area? **No**

35. Was it assured by procurment Agency that The selected firm is not black listed? **Yes**

36. Was visit made by any officer/official of procurment agency to the suppliers permises in connection with procurment? If so details to be ascertained regaring financing of visit, if aborad. N.A
37. Were proper safegaurds provided on mobilation advance payment in the contract, (bank Guarantee etc)? N.A
38. Special Conditions, If any N.A



Authorized Officer


EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVISION-37
H. D. A. HYDERABAD


BID EVALUTION REPORT

1. Name of Procuring Agency: **Hyderabad Development Authority**
2. Tender Reference No: **EE/HPCD-II/HDA/1368/2011 dated 23.7.2011 and
EE/HPCD -II/HDA/1370/2011 dated 27.7.2011**
3. Tender Description/Name of work/item: **P/L/J/T 16" Dia Water Supply from existing
water supply line at Cattle Colony Upto Sahib Bhagal Goth
and adjacent area Housing Scheme Zonal plan-VI.**
4. Method of Procurement: **Local**
5. Tender Published: **SPPRA I.D No 5015/11 dated 23.7.11 & INF/KRY/2644/11 & 2699/11**
6. Total Bid documents Sold; **Four**
7. Total Bids Received: **Three**
8. Technical Bid Opening date: (if applicable) **N.A (Provide details in separate form)**
9. No. of Bid technically qualified (if applicable): **N.A**
10. Bid(s) Rejected: **N.A**
11. Financial Bid Opening date: **15.8.2011**

12. Bid Evaluation Report:

S.N	NAME OF Firm or Bidder	Cost Offered By the Bidder	Ranking In Terms Of Cost	Comparison with Estimated Cost	Reasons For Acceptance/Rejection	Remarks
1	M/S Siraj-Din Soomro Part-A 19.35% above Part-B Total	Rs 719053/- 13753120/- 14472173/-	1 st Lowest	17.87% Above	Being Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros Part-A 19.60 Part-B Total	Rs 720559/- 14191404/- 14911963/-	2 nd Lowest	21.45% Above		
3	M/S Shabir Jamali Part-A 19.85% above Part-B Total	Rs 722065/- 14196953/- 14919018/-	3 rd Lowest	21.51% above		


Executive Engineer
HPCD-II HDA


Deputy Director
Audit & Account
Housing Project HDA


Project Director
Housing Project HDA


Director General
Hyderabad Development Authority

2

OFFICE OF THE PROJECT DIRECTOR HOUSING PROJECT H.D.A HYD:

NO:PD/HP/HDA/Estt:/ 1305 /2011,
Hyderabad dated: 17-10-2011

To,

The Executive Engineer,
HPCD-II, H.D.A
Qasimabad.

**SUBJECT: P/L/J & 16" DIA WATER SUPPLY LINE CATTLE COLONY UPTO
SAHIB BHAGAL GOTH AND ADJACENT AREA HOUSING
SCHEME ZONAL PLAN-VI.**

REFERENCE: Your office letter No:EE/HPCD-II/HDA/TC/1485, dated: 19.09.2011.

The B-I agreement for the subject work in favour of M/s Haji Sirajuddin Soomro, Government Contractor, is returned herewith duly sanctioned for Rs.1,44,72,173/- (Rupees One Crore Fourty Four Lacs Seventy Two Thousand One Hundred Seventy Three Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

10/11
PROJECT DIRECTOR
HOUSING PROJECT HDA

4/11/11

OFFICE OF THE EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD HYD.

NO.EE/HPCD-II/HDA/1985
Hyderabad. Dated: 19/9 /2011

1136
21/9 To,

The Project Director,
Housing Project HDA.
Hyderabad.

Subject:

**B-I AGREEMENT FOR THE WORK P/L/J/T 16" WATER SUPPLY
LINE CATTLE COLONY UPTO SAHIB BHAGAL GOTH AND
ADJACENT AREA HOUSING SCHEME ZONAL PLAN -VI.**

The B-I agreement of the above noted work containing (2)) pages
complete in all respect in favour of M/S Haji Sirajuddin Soomro is submitted herewith
for necessary action.

M. K. Z
EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVN-II
HDA. HYDERABAD.

put up
with the
0-1

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

FORM B-I
PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract
for works

General Rules and Directions for

1. All work proposed to be executed in form of invitation to tender posted on the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be submitted and opening tenders and the time the amount of earnest money to be deposited the security deposit to be deposited by the if any, to be deducted from bills. It will royalties, octroi dues and ground-rentations, designs and drawings and estimated amounts, required in connection with the Engineer for the purpose of identification and by contractors at the office of the Executive Engineer.

2. In the event of the tender being submitted separately by each partner thereof, or in the event of it shall be signed on his behalf by a person authorized him to do so.

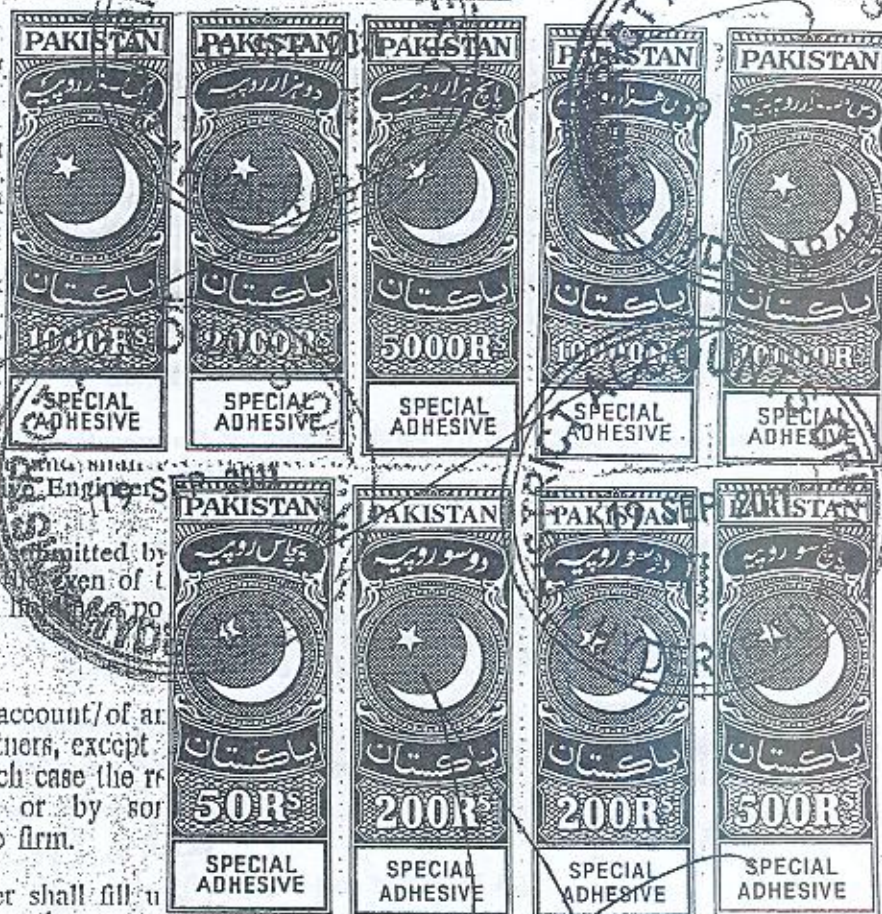
3. Receipts for payments made on account of a firm, shall also be signed by all the partners, except described in their tender as a firm, in which case the name of the firm by one of the partners, or by some authority to give effectual receipts for the firm.

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

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

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

S.G.V. No. 11-1 (H) of 21-5-00-2-80-TSS.



Assistant Accounts Officer
District Accounts Officer Hyderabad

Handwritten signature

EXECUTIVE ENGINEER
Kensington Project Const. Division
H. A. Huderaad

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

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

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

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


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

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

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

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

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


CONTRACTOR


EXECUTIVE ENGINEER
Housing Project Const. Division-II
U.S.A. Water Road

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government.

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

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

M. M. Z.

EXECUTIVE ENGINEER
(Housing Project Const. Division)
M.D.A. Hyderabad

CONTRACTOR

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part; as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the

Contractor to supply plant, ladders scaffolding, etc.

M. M. S.
EXECUTIVE ENGINEER
(Housing Project Const. Division)
H.E.A. Hyderabad

CONTRACTOR

upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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.

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

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

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

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

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

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

Action where no specification.

M. N. S.
EXECUTIVE ENGINEER
Housing & Public Works
H.D.A. Hyderabad

CONTRACTOR

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

Certificate for concessionary freight charges from the Railway.

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

Preference for carting of material when tender rates are same.

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

Recovery of dues from contractor as arrears 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 is forbidden.

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

Payment of Sales Tax.

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

Interest or share of Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W dated 14-9-1937 and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-1 dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer
EXECUTIVE ENGINEER
Executive Engineer
Division.

CONTRACTOR

15

TENDER FOR WORK:

Agency:

M/S Haji Siraj-ud-Din Soomro.

i/We hereby tender for the execution for the Government of West Pakistan (herein before and herein after referred to as "Government") of the work specifid in the under written memorandum within the time specified in such memorandum at part-A part -B as Quoted Rate percent ~~Below~~ Above as per rates entered in schedule "B" (memorandum showing item of work to be carried out and in accordance in all respects with the specification, design, drawings and instructions in writing referred to in Rule hereof and in clause-12, of the annexed conditions of contract and agree that when materials and the rates to be are provided by the Government such materials and the rates to be paid for them shall be as provided in schedule "A" hereto.

19.35% above
Kee

Opened by me
on 15/8/01
CD Attached
MKS

Executive Engineer
Housing Project Constt: Div-II HDA

MEMORANDUM

(a) General Description:

P/L/J/T 16" Dia Water Supply from existing water supply line at Cattle Colony Upto Sahib Bhagal Goth and adjacent area Housing Scheme Zonal plan-VI.

(b)	Estimated Cost:	Rs	12278000/-
(c)	Earnest Money 2%	Rs	246000/-
(d)	Security Deposit		
	(Including earnest money 10%	Rs	1227800/-
(e)	Percentage if any to be deducted		
	From bills (Rupees 8% percent	Rs	982300/-
(f)	Time allowed for the work from		
	Date of written order to commence.	(6)	Six Months

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

CONTRACTOR



Sh
DTS
N

17

P/L/J/T 16" Dia PE water supply pipe line from existing water supply line at Cattle Colony upto New Hyderabad City / Bismillah Park and adjoined area / housing schemes of @ ZP-VI.

.....NIL.....



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

SCHEDULE - B

Name of work:- **P/L/J/T 16" Dia PE water supply pipe line from existing water supply line at Cattle Colony upto New Hyderabad City / Bismillah Park and adjoined area / housing schemes of @ ZP. VI.**

PART A

<u>Item No</u>	<u>Description</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
1	Excavation for pipelines and pits in soft soil i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES. P-46 item No.1).				
	0~5'	10800.00 cft	@ Rs. 1742.40	P.%o cft	Rs. 18818
2	Excavation for pipelines in trenches and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES P-48 item No.14).				
	0~5'	10800.00 cft	@ Rs. 2613.60	P.%o cft	Rs 28227
3	Excavation for pipelines in trenches and pits in slushy daldaly soils i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto one chain (30.50 m) (PHES P-49 item No.15).				
	0~5' -	27000.00 cft	@ Rs. 5082.00	P.%o cft	Rs 137214
4	Providing and fixing, driving open timbering to trenches for depth 10ft.(PHES P-53 item No.21).				
		10800.00 sft	@ Rs. 1980.35	P.% sft	Rs 213878
5	Bailing or pumping out sub soil water during excavation concreting cost of situ concrete masonry work in foundation. II) For pipe line trench volum under water to be measured first time for excavation, second time for cost in situ concrete (bedding for pipe line) and third time for pipe laying. (PHES P-52 item No. 18)				
		54000.00 cft	@ Rs. 139.60	P.% cft	Rs 75384

21

9 C.I Special fittings.

CI tail pieces/Short
piece(PHE,P-15,I-9)
16" dia

3.00 Nos @ Rs. 2850.00 Each Rs. 8550

12" dia

4.00 Nos @ Rs. 1850.00 Each Rs. 7400

Blank Flanges, (PHE,P-
16,I-12)
16" dia

2.00 Nos @ Rs. 1675.00 Each Rs. 3350

12" dia

4.00 Nos @ Rs. 850.00 Each Rs. 3400

- 11 Jointing C.I M.S flanged pipe and specials flanged and inside trench i/c supplying rubber packing of the required thickness nuts bolts with washer etc. and other tools reqd. for jointing and testing the joint to the specified pressure etc. complete. (PHES. P-35 I-1).

16" dia 6.00 Nos @ Rs. 1079.55 Each Rs. 6477

12" dia 8.00 Nos @ Rs. 740.65 Each Rs. 5925

- 14 Air valve double action 3"x1" imported (PHE SoM. P-11 I-8).

8.00 Nos @ Rs. 1700.00 Each Rs. 13600

- 15 Providing valve chambers 3 1/2' x 2 1/2' (1064 x 762 mm) inside dimension 7' (2.13 meter) deep as per approved design for sluice valves 15" to 24" dia with 24" (610mm) dia inside cast iron cover and frame (wt=2 Cwt 3 qr) fixed in RCC 1:2:4 slab 6" thick (with 5 Lbs steel per cft) 9" (229mm) thick burnt brick masonry walls set in 1:6 cement mortar 6" thick cement concrete 1:3:6 foundation. 1" thick cement concrete 1:2:4 flooring 1/2" thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every 1 ft. beyond 2 1/2' depth, curing, excavation, back filling and disposal of surplus earth etc. complete.(PHES VIII Pv P-41 I-Q3).

2.00 No @ Rs. 10753.95 Each Rs. 21508


- 16 Refilling the excavated stuff in trenches 6" thick layers i/c watering ramming to full compaction etc. complete. (PHE P-53 item No.24).

43740.00 cft @ Rs. 1343.00 P. %0 cft Rs. 58743

Total Rs. 602473.82


CONTRACTOR




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

PART B, Pipe Line.

Item No	Description	Quantity	Rate	Unit	Amount
6	Supplying and spreading pit sand in trenches for cushion of pipe line. (R.A.Attached).	21600.00 Cft	@ Rs. 870-50	P.% cft	Rs. 188028-
7	Providing, laying, jointing and testing P.E. pipe (P.N-10) Butt Fusion joint in trenches at site of work according to the specification of testing of water to a head as P.N-10 pressure etc. complete. (R.A.Attached)	3600.00 Rft	@ Rs. 3684/-	P.Rft	Rs. 13262400.
8	CI Sluice valve heavy pattern, Test pressure 21.0 Kg/sq cm or 300 lbs/sq inch.(MR).	3.00 No	@ Rs. 113600/-	Each	Rs. 340800.
10	Providing, fixing, jointing and testing PE. Stab End/ Tail Piece of different size as fallow, Butt Fusion joint in trenches at site of work according to the specification of testing of water to a head as P.N-10 pressure etc. complete. (R.A.Attached).	2.00 No	@ Rs. 27530/-	Each	Rs. 55060-
		4.00 No	@ Rs. 17130/-	Each	Rs. 68520-
12	Providing, fixing, jointing and testing PE. Tee of different size as fallow, Butt Fusion joint in trenches at site of work according to the specification of testing of water to a head as P.N-10 pressure etc. complete. (R.A.Attached).	2.00 No	@ Rs. 33986/-	Each	Rs. 67972-
		4.00 No	@ Rs. 33986/-	Each	Rs. 135944-
13	Interconnection charges for jointing of different dia of water supply pipe lines, this cost i/c all T&P etc. complete at site of work up to the satisfaction of Engineer in charge. (M.R).	2.00 Job	@ Rs. 29875/-	P.Job	Rs. 59750-

Rebat 3%

Total

Rs.

14178474-
425354-
13753120

CONTRACTOR



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

25

CONDITIONS

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

CONTRACTOR



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

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

[illegible]

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

Note:—All the columns in the Schedule should be filled in in ink as struck by the collector unless otherwise directed.

Note 1.—All the columns in the Schedule should be
 (a) struck by the collector under his signature.

Note 1.—Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good work under all conditions. Site moisture, weather, etc.

CONFIDENTIAL

(Signature) **EXECUTIVE ENGINEER**
Housing Project, Cooper Division- II
- H.D.A. Hyderabad

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

②

OFFICE OF THE PROJECT DIRECTOR HOUSING PROJECT H.D.A HYD:

NO:PD/HP/HDA/Estt:/1307/2011,
Hyderabad dated: 17-10-2011

To,

The Executive Engineer,
HPCD-II, H.D.A
Qasimabad.

SUBJECT: P/L/J & 16" DIA WATER SUPPLY LINE CATTLE COLONY UPTO SAHIB BHAGAL GOTH AND ADJACENT AREA HOUSING SCHEME ZONAL PLAN-VI.FROM HALA NAKA FILTER PLANT TO INTERCONNECTION THE EXISTING M.S WATER SUPPLY LINE AT LINED CHANNEL FROM HOSH NAGAR AND VARIOUS HOUSING SCHEME IN SURROUNDING ZONAL PLAN-VI

REFERENCE: Your office letter No:EE/HPCD-II/HDA/TC/1488, dated: 19.09.2011.

The B-I agreement for the subject work in favour of M/s Haji Sirajuddin Soomro, Government Contractor, is returned herewith duly sanctioned for Rs.67,61,517/- (Rupees Sixty Seven Lacs Sixty One Thousand Five Hundred Seventeen Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

0/L
PROJECT DIRECTOR
HOUSING PROJECT HDA

OFFICE OF THE EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD HYD.

NO.EE/HPCD-II/HDA/ 1488
Hyderabad. Dated: 19/9/2011

1133
21/9th,
Ech
The Project Director,
Housing Project HDA.
Hyderabad.

Subject: **B-I AGREEMENT FOR THE WORK P/L/J/T 16" WATER SUPPLY LINE FROM HALA NAKA FILTER PLANT TO INTERCONNECTION THE EXISTING M.S WATER SUPPLY LINE AT LINED CHANNEL FROM HOSH NAGAR AND VARIOUS HOUSING SCHEME IN SURROUNDING ZONAL PLAN -VI.**

The B-I agreement of the above noted work containing (27) pages complete in all respect in favour of M/S Haji Sirajuddin Soomro is submitted herewith for necessary action.

put up
with file.
0.5.
M. K. V
EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVN-II
HDA. HYDERABAD.

G.Rs., W.P.D. Nos. 7938 of 6-4-35,
56-1 of 6-1-36, 1639- W of 27-9-37,
G.C.M.H. and M. Deptt. No. 183-P/37
of 9-11-37 (P.W.D.) No. S-173, 2-W of
18-12-37 G. Rs. (P.W.D.) No. 1038-I of
22-2-39 12-10-44 and 2-3-44, 654-W of
22-2-39 12-10-44 and 2-2-5-44, 65-W
1038/11-1 of 28-3-48, 5647-W2 of 12-12-50

FORM B-I
PUBLIC WORKS DEPARTMENT

CIRCLE

Division

Percentage Rate Tender and Contract

General Rules and Directions for the

1. All work proposed to be executed by form of invitation to tender posted on a board Executive Engineer and signed by the Executive Engineer

This form will state the work to be carried out, admitting and opening tenders and the time allowed for the amount of earnest money to be deposited with the security deposit to be deposited by the successful tenderer if any, to be deducted from bills. It will also state royalties, octroi dues and ground rents will granted, conditions, designs and drawings and estimated rates schedulements, required in connection with the work shall be Engineer for the purpose of identification, and shall all by contractors at the office of the Executive Engineer

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

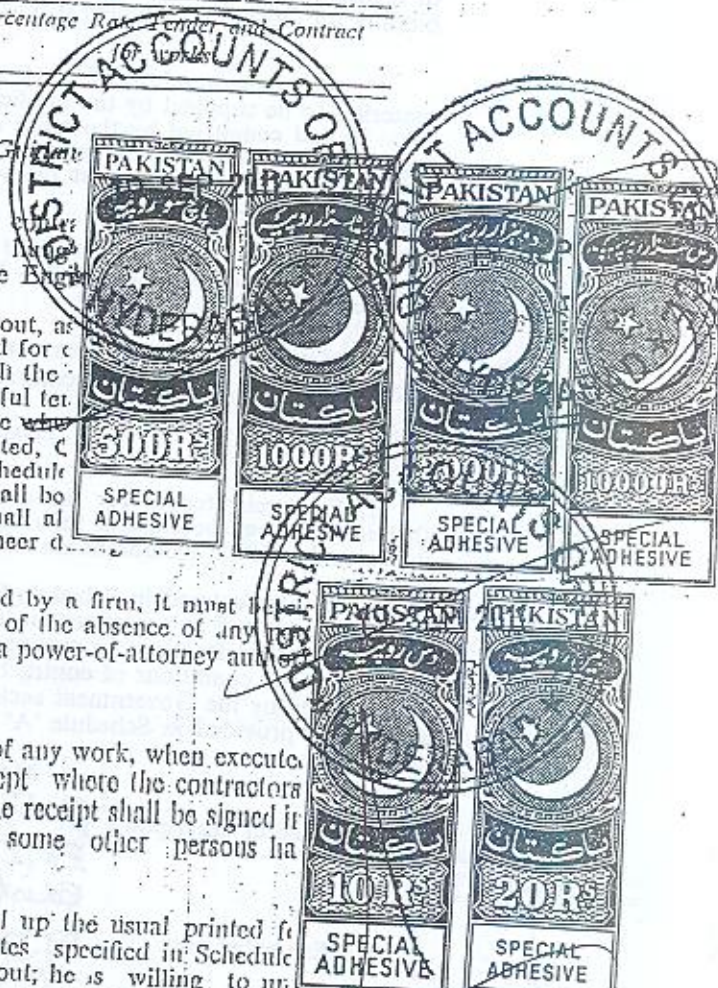
3. Receipts for payments made on account of any work, when executed a firm, shall also be signed by all the partners, except where the contractors described in their tender as a firm, in which case the receipt shall be signed in name of the firm by one of the partners, or by some other persons having 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 memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the Estimated rate Schedule rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the envelope.

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

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

S.P. No. 1-1 (11) of 21-3-50-2.80-T88



Assistant Accountant
District Accounts Office, Hyderabad

[Handwritten signature]

Receipt No. 9061 dated 10-8-20/11 from Government Treasury or Sub-Treasury at in respect of the sum of Rs. 120000/-
 is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should we not deposit

*Amount to be specified in words and figures.
 Strike out (a) if no cash security deposit is to be taken.
 Strike out (b) if any cash security deposit is to be taken.

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1(A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid] or [(b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions].

Dated this day of 198

(Witness) (Address) (Occupation)

Said to 2 Rs. 6761 517h (Rupar Singh Swarn Thosar) for the Thosar for the Thosar

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

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

Executive PROJECT DIRECTOR Housing Project NDA Hyderabad.

Signature of the witness

Dated this day of 198

Conditions of Contracts

Clause 1.—The Person whose tender may be accepted (hereinafter called the Security deposit.

contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender], or (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit]. Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale, as aforesaid the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

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

EXECUTIVE ENGINEER Housing Project Const. Division-1 Hyderabad

CONTRACTOR

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

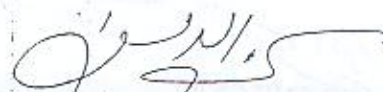
Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the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

Stores supplied by Government.

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

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

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


CONTRACTOR

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, rope, work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents, forming part of the contract of work, whether in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the

Contractor to supply plant, ladders, cordage, etc.

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

CONTRACTOR

upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded, under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintendenting 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 Superintendenting 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 Superintendenting 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 on the work, or as to any other question, claim, right, matter, or the thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Decision of superintendenting Engineer to be final.

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

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

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

Lump sums in estimates.

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

Acting where
EXECUTIVE ENGINEER
(Housing Project Control Division-II)
H.D.A. Hyderabad

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

Definition of work

CONTRACTOR

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

Certificate for concessionary freight charges from the Railway.

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

Preference for carting of materials by vehicles having pneumatic tyres.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M.L.A.s forbidden.

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

Payment of Sales Tax.

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

Interest or share of Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W dated 14-9-1957 and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-I dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer,

Executive Engineer,
Division.

M. K. Z.
EXECUTIVE ENGINEER
(Housing Project Const. Division-II)
H.D.A. Hyderabad

CONTRACTOR

15

TENDER FOR WORK:

Agency:

M/S Han Giraaj-un-ali Soomro

I/We hereby tender for the execution for the Government of West Pakistan (herein before and herein after referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at part-A 19-Sq Above part-B as Quoted Referent Below/ Above as per rates entered in schedule "B" (memorandum showing item of work to be carried out and in accordance in all respects with the specification, design, drawings and instructions in writing referred to in Rule hereof and in clause-12, of the annexed conditions of contract and agree that when materials and the rates to be are provided by the Government such materials and the rates to be paid for them shall be as provided in schedule "A" hereto.

Done by me
Attached
15/08/2011

Executive Engineer
Housing Project Constt: Div-II HDA

MEMORANDUM

(a) General Description:

P/L/J/T 16" Dia Water Supply pipe line from Hala Naka Filter plant to interconnection the existing M.S water supply line at lined channel for Hosh Nagar and Various Housing Schemes in surrounding Zonal plan-VI.

(b)	Estimated Cost:	Rs	5922000/-
(c)	Earnest Money 2%	Rs	119000/-
(d)	Security Deposit		
	(Including earnest money 10%	Rs	592200/-
(e)	Percentage if any to be deducted		
	From bills (Rupees 8% percent	Rs	473800/-
(f)	Time allowed for the work from		
	Date of written order to commence.	(6) Six Months	

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



SCHEDULE B

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

[illegible]

Note 2.—All therefor specified in the Public Works Departments Hand-book and other specifications of the Division of Public Works.

Note 2: All the entries in the Schedule should be filled in, in ink and the total of the entries in the Schedule should be checked by the contractor under his signature.

Notes: 1. Rates quoted include clearance of site (prior to commencement of work) and at its close, in all respects and good work under all conditions. Site moisture, weather, etc.

~~CONFIDENTIAL~~
CONTRACTOR

EXECUTIVE ENGINEER
(Mousing Present Charge Division-II)
P.D.A. Hyderabad

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

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: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **Three (3)**
5. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 24" Dia RCC ASTM sewer along
Jamshoro near Bye-Pass Qasimabad
Hyderabad Zonal Plan-III.**
6. Forum that approved the Scheme: **Director General HDA**
7. Tender Estimate Value: **Rs 7609089/-**
8. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 7442000/-**
9. Estimated Completion Period (as per contract) **Six Months**
10. Tender opened on (Date & Time) **15.08.2011 (12 Noon)**
11. NUMBER OF TENDER DOCUMENTS SOLD **Three**
(attach list of buyers):
12. NUMBER OF BIDS RECEIVED: **Three**
13. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
14. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
15. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Sultan Muhammad Khan
Shop No 21-22 Hilal Market
Mirpurkhas**
16. CONTRACT AWARD PRICE: **Rs 7609089/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Sultan Muhammad	(1st)
M/S Qasim Khan	(2nd)
M/S Aqeel Muhammad	(3rd)
18. Method of Procurement Used
 - a) Single Stage-One Envelope Procedure **Local**
 - b) Single Stage-Two Envelope Procedure **-**
 - c) Two Stage-Bidding Procedure **-**

d) Two Stage-Two Envelope Bidding Procedure -

19. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No: HDA/DTS/HP/DB/3413/11 dated 23.08.2011**

20. Whether the Procurement was included in Annual Procurement Plan **Yes**

21. ADVERTISEMENT

i) SPPRA Website **Yes** **SPPRA I.D 5015/11**
(If Yes, give date and SPPRA Identification No.) **Dated 23.07.2011**

ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)

22. Nature of Contact **Local**

23. Whether qualification criteria was included In bidding/Tender Documents? **No**

24. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **No**

25. Whether approval of competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**

26. Was Bid Security Obtained from all Bidders? **Yes**

27. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**

28. Whether the Successful bidder technically Complaint. **No**

29. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? **Yes**

30. Whether Evaluation report given to bidders Before the award of contract. **Yes**

31. Any complaints received? **No**

32. Any Deviation from specifications given In the tender notice/documents? **No**

33. Was the extension made in response time? **No**

34. Deviation from qualification area? **No**

35. Was it assured by procurement Agency that The selected firm is not black listed? **Yes**

36. Was visit made by any officer/official of procurment agency to the suppliers permises in connection with procurment? If so details to be ascertained regaring financing of visit, if aborad. N.A
37. Were proper safegaurds provided on mobilation advance payment in the contract, (bank Guarantee etc)? N.A
38. Special Conditions, If any N.A



Authorized Officer


EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVISION-3
M. D. A. HYDERABAD


BID EVALUATION REPORT

1. Name of Procuring Agency: **Hyderabad Development Authority**
2. Tender Reference No: **EE/HPCD-II/HDA/1368/2011 dated 23.7.2011 and
EE/HPCD -II/HDA/1370/2011 dated 27.7.2011**
3. Tender Description/Name of work/item: **P/L/J/T 24" Dia RCC ASTM sewer along
Jamshoro near Bye-Pass Qasimabad Hyderabad
Zonal Plan-III.**
4. Method of Procurement: **Local**
5. Tender Published: **SPPRA I.D No 5015/11 dated 23.7.11 & INF/KRY/2644/11 & 2699/11**
6. Total Bid documents Sold; **Four**
7. Total Bids Received: **Four**
8. Technical Bid Opening date: (if applicable) **N.A (Provide details in separate form)**
9. No. of Bid technically qualified (if applicable): **N.A**
10. Bid(s) Rejected: **N.A**
11. Financial Bid Opening date: **15.8.2011**

12. Bid Evaluation Report:

S.N	NAMR OF Firm or Bidder	Cost Offered By the Bidder	Ranking In Terms Of Cost	Comparison with Estimated Cost	Reasons For Acceptance/Rejection	Remarks
1	M/S Sultan M.Khan	32% above Rs 7609089/-	1 st Lowest	19.54% Above	Being Lowest In Competition, hence Accepted	
2	M/S Qasim Khan	33% above Rs 7665449/-	2 nd Lowest	20.43% Above		
3	M/S Aqeel Muhammad	34% above Rs 7721809/-	3 rd Lowest	21.31% Above		


Executive Engineer
HPCD-II HDA


Deputy Director
Audit & Account
Housing Project HDA


Project Director
Housing Project HDA


Director General
Hyderabad Development Authority

❌

OFFICE OF THE PROJECT DIRECTOR HOUSING PROJECT H.D.A HYD:

NO:PD/HP/HDA/Estt:/ 1147 /2011,
Hyderabad dated: 19-9-2011

To,

The Executive Engineer,
HPCD-II, H.D.A
Qasimabad.

**SUBJECT: P/L/J & TESTING 24"DIA RCC ASTEM SEWER ALONG JAMSHORO
ROAD NEAR BY PASS ROAD QASIMABAD HYDERABAD ZONAL
PLAN-III.**

REFERENCE: Your office letter No:EE/HPCD-II/HDA/TC/1464, dated: 09.09.2011.

The B-I agreement for the subject work in favour of M/s Sultan Muhammad Khan, Government Contractor, is returned herewith duly sanctioned for Rs.76,09,089/- (Rupees Seventy Six Lacs Nine Thousand Zero Eighty Nine Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

❌

PROJECT DIRECTOR
HOUSING PROJECT HDA
HYD SINDH

OFFICE OF THE EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD HYD.

NO.EE/HPCD-II/HDA/ 1464
Hyderabad. Dated: 9/9 /2011

1093
15/9/2011
To

The Project Director,
Housing Project HDA,
Hyderabad.

Subject:

**B-I AGREEMENT FOR THE WORK P/L/J/T 24" DIA RCC ASTM
SEWER AT JAMSHORO ROAD NEAR BY PASS ROAD
QASIMABAD HYDERABAD ZONAL PLAN-III.**

The B-I agreement of the above noted work containing (27) pages complete in all respect in favour of M/S Sultan M. Khan is submitted herewith for necessary action.

for
O.S.

11.11.11
**EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVN-II
HDA. HYDERABAD.**

NTT: 1. April 2012/2012/1.60

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

FORM B-1
PUBLIC WORKS DEPARTMENT
CIRCLE
DIVISION

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board in the office of the Executive Engineer and signed by the Executive Engineer.

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

2. In the event of the tender being submitted separately by each partner, or in the event it shall be signed on his behalf by a person holding authority to do so.

3. Receipts for payments made on account of a firm, shall also be signed by all the partners, except as described in their tender as a firm, in which case the name of the firm by one of the partners, or by authority to give effectual receipts for the firm.

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

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

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

SGP., Ka. L (11) G/93-5 000-2 80-TSS

CONTRACTOR



Receipt No. 22179 dated 15/1/58 from Government Treasury or Sub-Treasury at _____ in respect of the sum of Rs. 76,09,089/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should we not deposit

*Amount to be specified in words and figures.

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1(A) of the said conditions, otherwise the said sum of Rs. _____ shall be retained by Government on account of such security deposit as aforesaid] or [(b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions].

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

Dated the _____ day of _____ 198
B-I agreement sanctioned for Rs-76,09,089/-
 (Witness) Seventy Six Lacs Nine Thousand Zero Eighty
 (Address) Nine only
 (Occupation) _____

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

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

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

Executive Engineer, **PROJECT DIRECTOR**, **Housing Project**, **HDA Hyderabad.**

Division (or his duly authorised Assistant)

Dated the _____ day of _____ 198

Conditions of Contracts

Clause 1.—The Person whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender], or (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit]. Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to _____ percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of _____ per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Security deposit.

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

Compensation for delay

CONTRACTOR

EXECUTIVE ENGINEER
Housing Project Const. Division-II

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

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

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

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

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

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

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

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

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

L (III) G/193-2

CONTRACTOR

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

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Store supplied by Government.

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

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

CONTRACTOR

EXECUTIVE ENGINEER
[Housing Project Const. Division-I]

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted form, and whether included in the specification, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the

Contractor to supply plant, ladders scaffolding, etc.

L (iv) 1934

CONTRACTOR

EXECUTIVE ENGINEER

[Housing Project Const. Division-II,
H.D.A. Hyderabad]

upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

CONTRACTOR

EXECUTIVE ENGINEER
Housing Project Const. Division-II

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W dated 14-9-1937 and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-1 dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

CONTRACTOR

Executive Engineer
Housing Project Const. Division
Executive Engineer,
Division.

TENDER FOR WORK:

Agency: *mp Sultan m. Khan*

i/We hereby tender for the execution for the Government of West Pakistan (herein before and herein after referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at part-A *32% above*
~~part-B~~ percent ~~Below~~ Above as per rates entered in schedule "B" *11/4*
(memorandum showing item of work to be carried out and in accordance in all respects with the specification, design, drawings and instructions in writing referred to in Rule hereof and in clause-12, of the annexed conditions of contract and agree that when materials and the rates to be are provided by the Government such materials and the rates to be paid for them shall be as provided in schedule "A" hereto.

[Signature]
Executive Engineer
Housing Project Constt: Div-II HDA

MEMORANDUM

Sec- DTS-
(a) General Description:

P/L/I/T 24" Dia RCC ASTM sewer along Jamshoro near Bye-pass
Qasimabad Hyderabad Zonal plan-III.

- | | | |
|--------------------------------------|----------------|-----------|
| (b) Estimated Cost: | Rs | 6366000/- |
| (c) Earnest Money 2% | Rs | 128000/- |
| (d) Security Deposit | | |
| (e) Percentage if any to be deducted | Rs | 636000/- |
| (f) Time allowed for the work from | | |
| Date of written order to commence. | (6) Six Months | |

Pay order No. 578794 date 15/8/2011 Rs. 150000/-
Call deposit No. 578794

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

[Signature]
CONTRACTOR


SCHEDULE "A"

NAME OF WORK :- P/L/J & Testing 24" Dia Sewer line near by pass road along Jamshoro road Qasimabad Hyderabad.

S.NO.	ITEM DESCRIPTION	QTTY.	RATE	UNIT	AMOUNT
-------	------------------	-------	------	------	--------

..... NIL


CONTRACTOR


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

SCHEDULE - B

Name of work:- P/L/J & Testing 24" Dia Sewer line near by pass road along Jamshoro road Qasimabad Hyderabad.

<u>Item No</u>	<u>Description.</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
1	Excavation for pipelines and pits in soft soil i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES. P-46 item No.1).				
	0~5'	18914.31 cft	@ Rs. 1742.40	P.%o cft	Rs. 32956
2	Excavation for pipelines in trenches and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES P-48 item No.14).				
	0~5'	14185.73 cft	@ Rs. 2613.60	P.%o cft	Rs 37076
3	Excavation for pipelines in trenches and pits in slushy daldaly soils i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto one chain (30.50 m) (PHES P-49 item No.15).				
	0~5'	14185.73 cft	@ Rs. 5082.00	P.%o cft	Rs 72092
	5'~8'	25971.46 cft	@ Rs. 5346.00	P.%o cft	Rs 138843
	8'~11'	25971.46 cft	@ Rs. 5610.00	P.%o cft	Rs 145700
	11'~14'	11571.46 cft	@ Rs. 5874.00	P.%o cft	Rs 67971
4	Providing and fixing, driving open timbering to trenches for depth 10ft.(PHES P-53 item No.21).				
		13776.45 sft	@ Rs. 1980.35	P.% sft	Rs 272822
5	Providing and fixing/ driving closed timbering to trenches for depth upto 10 feet.(PHES P-53 item No.19).				
		26000.00 sft	@ Rs. 3960.70	P.% sft	Rs 1029782

- 6 Providing and fixing/ driving closed timbering to trenches for depth exceeding 10 feet upto 20 feet depth.(PHES P-53 item No.20).

5200.00 sft @ Rs. 7921.50 P.% sft Rs 411918

- 7 Bailing or pumping out sub soil water during excavation concreting cost of situ concrete masonry work in foundation.(PHES P-52 item No. 18).

155400.22 cft @ Rs. 139.60 P.% cft Rs 216939

- 8 Providing, laying, jointing RCC pipes of ASTM C-76-62 T/C-76 C-70 class-II wall 'B' and fixing in trenches i/c cutting fitting and jointing with rubber ring i/c testing with water upto specified pressure.(R.A.Attached).

24"dia 1 1600.00 Rft @ Rs. 859.63 P.Rft Rs. 1375408

12"dia 1 200.00 Rft @ Rs. 319.78 P.Rft Rs. 63956

- 9 Providing and laying crushed Stone with Bholhari sand bedding 9" thick under the bed of R.C.C (ASTM) pipe. Including rehandling preparing bed leveling compacting and carriage of Material upto site.(R.A.Attached).

10800.00 cft @ Rs. 1569.79 P.cft Rs 169537

- 10 Cement concrete plain i/c placing compacting finishing and curring complete (including screening and washing of stone aggregate without shuttering. (GS-P-18 Item No.5).

cc'1:4:8 728.57 cft @ Rs. 4319.70 P.% cft Rs 31472

cc1:2:4 808.70 cft @ Rs. 5941.10 P.% cft Rs 48046

- 11 Erection and removal of centering for RCC or plain cement concrete works for partial wood. (SORG P-21 I-18b)

660.00 sft @ Rs. 1405.75 P.% sft Rs 9278

- 12 RCC work i/c labour and material exept the cost of steel reinforcement and its labour for bending and binding ehich will be paid seperately. This retes i/c all kind of forms moulds lifting shuttering curing rendering and finishing the exposed surface, (i/c screening and washing of shingle).(a) R.C. work in roofslab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects.(i) Ratio (1:2:4) 90 Lbs. cement 2 Cft. sand 4 Cft. shingle 1/8" to 1/4" gauge.(GS P-17 item No.6-a)

6296.88 cft @ Rs. 114.00 P. cft Rs 717844

- 13 Fabrication of mild steel reinforcement for cement concrete by CC cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars. Using Tor bars(GS P-18 item No.7b).

252.99 cwt @ Rs. 2772.55 P. cwt Rs 701427

- 14 Providing and fixing C.I Manhole Cover with frame I/c cost of material etc.(PHES P-23 item No.1)

49.50 cwt @ Rs. 1954.60 P. cwt Rs 96753

- 15 Manufacturing supplying RCC manhole covers cost in 1:2:4 concrete ratio, 3" deep at center reinforced with 3/8" dia tor steel bars at 4" c/c welded to 1/8" thick 2.5 inch deep M.S plate I/c curing, stacking and transportation within 10 miles. (P. 27, I-1c).


33.00 Nos @ Rs. 965.00 Each Rs 31845

- 16 Refilling the excavated stuff in trenches 6" thick layers i/c watering ramming to full compaction etc. complete. (PHE P-53 item No.24).

99720.13 cft @ Rs. 1343.00 P.%o cft Rs 133924

Total Rs. 5805589



CONTRACTOR


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

CONDITIONS

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


CONTRACTOR


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

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: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **Three (3)**
5. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 16" Dia Water Supply pipe Line
from Hala Naka Filter Plant to
interconnection the existing M.S Water
Supply line at lined channel for Hosh Nagar
and Various Housing Schemes in
Surrounding Zonal Plan-VI.**
6. Forum that approved the Scheme: **Director General HDA**
7. Tender Estimate Value: **Rs 6761517/-**
8. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 7114000/-**
9. Estimated Completion Period (as per contract) **Six Months**
10. Tender opened on (Date & Time) **15.08.2011 (12 Noon)**
11. NUMBER OF TENDER DOCUMENTS SOLD **Four**
(attach list of buyers):
12. NUMBER OF BIDS RECEIVED: **Four**
13. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Four**
14. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
15. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Siraj u Din Soomro
72/41 Hamid Plaza Saddar Hyd.**
16. CONTRACT AWARD PRICE: **Rs 6761517/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Siraj U Din Soomro	(1st)
M/S Shahjahan & Bros	(2nd)
M/S Shabir Jamali	(3rd)
18. Method of Procurement Used
a) Single Stage-One Envelope Procedure **Local**

- b) Single Stage-Two Envelope Procedure -
- c) Two Stage-Bidding Procedure -
- d) Two Stage-Two Envelope Bidding Procedure -

19. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No: HDA/DTS/HP/DB/3413/11 dated 23.08.2011**

20. Whether the Procurement was included in Annual Procurement Plan **Yes**

21. ADVERTISEMENT

i) SPPRA Website **Yes** **SPPRA I.D 5015/11**
(If Yes, give date and SPPRA Identification No.) **Dated 23.07.2011**

ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)

22. Nature of Contact **Local**

23. Whether qualification criteria was included In bidding/Tender Documents? **No**

24. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **No**

25. Whether approval of competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**

26. Was Bid Security Obtained from all Bidders? **Yes**

27. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**

28. Whether the Successful bidder technically Complaint. **No**

29. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? **Yes**

30. Whether Evaluation report given to bidders Before the award of contract. **Yes**

31. Any complaints received? **No**

32. Any Deviation from specifications given In the tender notice/documents? **No**

33. Was the extension made in response time? **No**

34. Deviation from qualification area? **No**

35. Was it assured by procurment Agency that
The selected firm is not black listed? **Yes**
36. Was visit made by any officer/official of procurment agency to the suppliers premises in
connection with procurment? If so details to be ascertained regarding financing of visit, if
abroad. **N.A**
37. Were proper safegaurds provided on mobilation advance payment in the contract,
(bank Guarantee etc)? **N.A**
38. Special Conditions, If any **N.A**



Authorized Officer

EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVISION-1
M. D. A. HYDERABAD.

BID EVALUTION REPORT

1. Name of Procuring Agency: **Hyderabad Development Authority**
2. Tender Reference No: **EE/HPCD-II/HDA/1368/2011 dated 23.7.2011 and
EE/HPCD -II/HDA/1370/2011 dated 27.7.2011**
3. Tender Description/Name of work/item: **P/L/J/T 16" Dia Water Supply pipe line from
Hala Naka Filter plant to interconnection the existing M.S
water supply line at lined channel for Hosh Nagar and
Various Housing Schemes in surrounding Zonal plan-VI**
4. Method of Procurement: **Local**
5. Tender Published: **SPPRA LD No 5015/11 dated 23.7.11 & INF/KRY/2644/11 & 2699/11**
6. Total Bid documents Sold; **Four**
7. Total Bids Received: **Four**
8. Technical Bid Opening date: (if applicable) **N.A (Provide details in separate form)**
9. No. of Bid technically qualified (if applicable): **N.A**
10. Bid(s) Rejected: **N.A**
11. Financial Bid Opening date: **15.8.2011**
12. **Bid Evaluation Report:**

S.N	NAME OF Firm or Bidder	Cost Offered By the Bidder	Ranking In Terms Of Cost	Comparison with Estimated Cost	Reasons For Acceptance/Rejection	Remarks
1	M/S Siraj-Din Soomro Part-A 19.95% above Part-B Total	Rs 370656/- 6389466/- 6760122/-	1 st Lowest	14.13% above	Being Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros Part-A 20.75% above Part-B Total	Rs 374533/- 6910382/- 7284915/-	2 nd Lowest	22.99% above		
3	M/S Shabir Jamali Part-A 21.50% above Part-B Total	Rs 376859/- 6950405/- 7327264/-	3 rd Lowest	23.70% above		
4	M/S Royal Constt: Co Part-A 22% above Part-B Total	Rs 378410/- 5979516/- 7357926/-	4 th Lowest	24.22% above		


Executive Engineer
HPCD-II HDA


Deputy Director
Audit & Account
Housing Project HDA


Project Director
Housing Project HDA


Director General
Hyderabad Development Authority

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **Three (3)**
5. BRIEF DESCRIPTION OF CONTRACT: **P/L/I/T 12" Dia and 4" Dia P.E Pipe Line
along New NHW from Zaffar Housing
scheme to Marhaba City ZP-VI-A.**
6. Forum that approved the Scheme: **Director General HDA**
7. Tender Estimate Value: **Rs 3660222/-**
8. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 3208000/-**
9. Estimated Completion Period (as per contract) **Six Months**
10. Tender opened on (Date & Time) **15.08.2011 (12 Noon)**
11. NUMBER OF TENDER DOCUMENTS SOLD **Four**
(attach list of buyers):
12. NUMBER OF BIDS RECEIVED: **Four**
13. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Four**
14. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
15. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Siraj U Din Soomro
72/41 Hamid Plaza Saddar Hyd.**
16. CONTRACT AWARD PRICE: **Rs 3660222/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Siraj U Din Soomro	(1st)
M/S Shahjahan & Bros	(2nd)
M/S Royal Constt: Co:	(3rd)
18. Method of Procurement Used
 - a) Single Stage-One Envelope Procedure **Local**
 - b) Single Stage-Two Envelope Procedure **-**
 - c) Two Stage-Bidding Procedure **-**
 - d) Two Stage-Two Envelope Bidding Procedure **-**

19. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No: HDA/DTS/HP/DB/3413/11 dated 23.08.2011**
20. Whether the Procurement was included in Annual Procurement Plan **Yes**
21. ADVERTISEMENT
- i) SPPRA Website **Yes** **SPPRA I.D 5015/11**
(If Yes, give date and SPPRA Identification No.) **Dated 23.07.2011**
- ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)
22. Nature of Contact **Local**
23. Whether qualification criteria was included In bidding/Tender Documents? **No**
24. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **No**
25. Whether approval of competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**
26. Was Bid Security Obtained from all Bidders? **Yes**
27. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**
28. Whether the Successful bidder technically Complaint. **No**
29. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? **Yes**
30. Whether Evaluation report given to bidders Before the award of contract. **Yes**
31. Any complaints received? **No**
32. Any Deviation from specifications given In the tender notice/documents? **No**
33. Was the extension made in response time? **No**
34. Deviation from qualification area? **No**
35. Was it assured by procurement Agency that The selected firm is not black listed? **Yes**

36. Was visit made by any officer/official of procurment agency to the suppliers permises in connection with procurment? If so details to be ascertained regaring financing of visit, if aborad. **N.A**
37. Were proper safegaurds provided on mobilation advance payment in the contract, (bank Guarantee etc)? **N.A**
38. Special Conditions, If any **N.A**



Authorized Officer


EXECUTIVE ENGINEER
ROOFTOP PROJECT CONSTT: DIVISION-2
U. C. - HYDRABAD


BID EVALUATION REPORT

1. Name of Procuring Agency: **Hyderabad Development Authority**
2. Tender Reference No: **EE/HPCD-II/HDA/1368/2011 dated 23.7.2011 and
EE/HPCD -II/HDA/1370/2011 dated 27.7.2011**
3. Tender Description/Name of work/item: **P/L/J/T 12" Dia & 4" dia P.E pipe line along
New NHW from Zaffar Housing Scheme to Marhaba City
ZP-VI-A**
4. Method of Procurement: **Local**
5. Tender Published: **SPPRA I.D No 5015/11 dated 23.7.11 & INF/KRY/2644/11 & 2699/11**
6. Total Bid documents Sold; **Four**
7. Total Bids Received: **Four**
8. Technical Bid Opening date: (if applicable) **N.A (Provide details in separate form)**
9. No. of Bid technically qualified (if applicable): **N.A**
10. Bid(s) Rejected: **N.A**
11. Financial Bid Opening date: **15.8.2011**

12. Bid Evaluation Report:

S.N	NAME OF Firm or Bidder	Cost Offered By the Bidder	Ranking In Terms Of Cost	Comparison with Estimated Cost	Reasons For Acceptance/Rejection	Remarks
1	M/S Siraj-Din Soomro Part-A 19.65% above Part-B Total	Rs 367930/- 3292292/- 3660222/-	1 st Lowest	18.64% above	Being Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros Part-A 19.95% above Part-B Total	Rs 368852/- 3326200/- 3695052/-	2 nd Lowest	19.76 % above		
3	M/S Royal Constt: Co Part-A 20.20% above Part-B Total	Rs 369621/- 3314573/- 3684194/-	3 rd Lowest	19.41% above		
4	M/S Shabir Jamali Part-A 20.15% above Part-B Total	Rs 369467/- 3347462/- 3716929/-	4 th Lowest	20.47% above		


Executive Engineer
HPCD-II HDA


Deputy Director
Audit & Account
Housing Project HDA


Project Director
Housing Project HDA


Director General
Hyderabad Development Authority

①
OFFICE OF THE PROJECT DIRECTOR HOUSING PROJECT H.D.A HYD:

NO:PD/HP/HDA/Estt:/1302 /2011,
Hyderabad dated: 17-10-2011

To,

The Executive Engineer,
HPCD-II, H.D.A
Qasimabad.

**SUBJECT: P/L/J & 12"DIA 4"DIA PE PIPE LINE ALONG NEW NHW FROM
ZAFFAR HOUSING SCHEME TO MARHABA CITY ZONAL
PLAN-VIA.**

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1486, dated: 19.09.2011.

The B-1 agreement for the subject work in favour of M/s Haji Sirajuddin Soomro, Government Contractor, is returned herewith duly sanctioned for Rs.36,60,222/- (Rupees Thirty Six Lacs Sixty Thousand Two Hundred Twenty Two Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

0/6
PROJECT DIRECTOR
HOUSING PROJECT HDA

135
21/9
To,

Scoti

OFFICE OF THE EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD HYD.

NO.EE/HPCD-II/HDA/1486
Hyderabad. Dated: 19/9 /2011

The Project Director,
Housing Project HDA,
Hyderabad.

Subject:

**B-I AGREEMENT FOR THE WORK P/L/J/T 12" AND 4" P.E PIPE
LINE ALONG NEW NHW FROM ZAFAR HOUSING SCHEME
TO MARHABA CITY ZONAL PLAN -VI-A**

The B-I agreement of the above noted work containing (28) pages
complete in all respect in favour of M/S Haji Sirajuddin Soomro is submitted herewith
for necessary action.

Copy with
file
O.S.

M. H. Z.

**EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVN-II
HDA. HYDERABAD.**

G.R., W.P.D., Nos. 7938 of 6-4-35,
56-1 of 6-1-36, 1659- W of 27-9-37,
G.C.M.P. and M. Dept. No. 385-P/37
of 9-11-37 (P.W.D.) No. 5-173. 2-W of
13-12-37 G. R. (P.W.D.) No. 1033-1 of
22-2-39 12-10-44 and 2-5-44, 654-W of
22-2-39 12-10-44 and 2-5-44, 65-W of
1939/11-1 of 28-3-45, 5647-W2 of 12-12-50

FORM D-I
PUBLIC WORKS DEPARTMENT
CIRCLE

DIVISION

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed on form of invitation to tender posted on Executive Engineer and signed by the

This form will state the work to be executed, the amount of earnest money to be deposited, the security deposit to be deposited by the contractor, if any, to be deducted from bills. It will also state the amount of the security deposit, if any, to be deducted from bills. It will also state the amount of the security deposit, if any, to be deducted from bills.

2. In the event of the tender being accepted, the contractor shall sign a power-of-attorney authorizing him to do so.

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

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

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

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

5647-W2 of 12-12-50



Assistant Accounts Officer Hyderabad

[Handwritten signature]

Receipt No. 9060 dated 13.8.21 from Government Treasury or Sub-Treasury at in respect of the sum of Rs. 6000/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should we not deposit

*Amount to be specified in words and figures.

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1(A) of the said conditions, otherwise the said sum of Rs. 6000/- shall be retained by Government on account of such security deposit as aforesaid] or [(b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions].

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

Dated the day of 198

(Witness) (Address) (Occupation)

Said to be M. 3660 222 (Rupen Chait) his name his - Thos and the Indred Thos and

**Signature of contractor before submission of tender

**Signature of witness to contractor's signature.

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

Executive Engineer PROJECT DIRECTOR Housing Project H.D.A. Hyderabad.

Dated the day of 198

Conditions of Contracts

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

Security deposit.

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.

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

Compensation for delay

CONTRACTOR

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

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

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

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

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

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

L (M) 6/153-2

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

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

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

M. K. Z.
EXECUTIVE ENGINEER
Housing Project Const: Division-II
M.D.A. Hyderabad

CONTRACTOR

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government.

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

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

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

CONTRACTOR

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

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

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

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may in accordance with the contract be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor, to and from the

Work to be open to inspection.

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

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

Contractor to supply plant, ladders, scaffolding, etc.

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

CONTRACTOR

upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded, under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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


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

Lump sums in estimates.

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

Action specification where
M. K. 3
EXECUTIVE ENGINEER
Housing Project Const. Division-II
H.D.A. Hyderabad
Definition of work

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


CONTRACTOR

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

Certificate for concessionary freight charges from the Railway.

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

Preference for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

Partnership of M.L.A. is forbidden.

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

Payment of Sales Tax.

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

Interest or share Government or servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W dated 14-9-1937 and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1006-I dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

EXECUTIVE ENGINEER
Housing Project Const. Division-II
Bachhwa Hydrabad
Division.

CONTRACTOR

15

TENDER FOR WORK:

Agency:

m/s Hary Singh - m d n 800 m m

I/We hereby tender for the execution for the Government of West Pakistan (herein before and herein after referred to as "Government") of the work specified in the under written memorandum within the time specified in such memorandum at part-A 19.65% above part-B as Quoted Below/ Above as per rates entered in schedule "B" (memorandum showing item of work to be carried out and in accordance in all respects with the specification, design, drawings and instructions in writing referred to in Rule hereof and in clause-12, of the annexed conditions of contract and agree that when materials and the rates to be are provided by the Government such materials and the rates to be paid for them shall be as provided in schedule "A" hereto.

Approved by
CO A Attached
15/08/2011

Executive Engineer
Housing Project Constt: Div-II HDA

MEMORANDUM

(a) General Description:

P/L/J/T 12" Dia & 4" dia P.E pipe line along New NHW from Zaffar Housing Scheme to Marhaba City ZP-VI-A.

(b) Estimated Cost:

Rs 3000000/-

(c) Earnest Money 2%

Rs 60000/-

(d) Security Deposit

Rs 300000/-

(e) Percentage if any to be deducted
(Including earnest money 10%)
From bills (Rupees 8% percent

Rs 240000/-

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

(6) Six Months

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



MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

Note:—All work shall be carried out as per Public Works Department's Hand-book and other specifications of the Corporation, unless directed.

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

Note 1.— Rates quoted include clearance of site (prior to commencement of work) and a 10% (10%) for all risks and hold good work under all conditions. Site moisture, weather, etc.

~~CONFIDENTIAL~~

EXECUTIVE-ENGINEER
(Signatures of)
Housing & Const. Division-II
H.D.A. Hyderabad

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

2A

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: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 16" dia Water Supply from Existing
Water Supply Line at Cattle Colony Sahib
Bhagal Goth and Adjacent Area Housing
Scheme ZP-VI.**
4. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 12643000/-**
5. NUMBER OF TENDER DOCUMENTS SOLD **Four**
(attach list of buyers):
6. NUMBER OF BIDS RECEIVED: **Three**
7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
8. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Siraj-u-Din Soomro
72/41 Hamid Plaza Saddar Hyd.**
10. CONTRACT AWARD PRICE: **Rs 14472173/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)
- | | |
|-------------------------------------|-------------------------|
| M/S Siraj-u-Din Soomro | (1st) |
| M/S Shahjahan & Brothers | (2nd) |
| M/S Shabir Jamali | (3rd) |
12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No:
HDA/DTS/HP/DB/3413/11 dated 23.08.2011**
13. ADVERTISEMENT
- i) SPPRA Website **Yes** **SPPRA I.D 5015/11
Dated 23.07.2011**
(If Yes, give date and SPPRA Identification No.)
- ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)

BID EVALUATION REPORT

NIT No: EE/HPCD-II/HDA/1370/11

Dated: 27.07.2011

Date of issue from 1st publication

Date of opening 15.08.2011

Name of work:

P/L/J/T 16" Dia Water Supply from existing water supply line at Cattle Colony Upto Sahib Bhagal Goth and adjacent area Housing Scheme Zonal plan-VI.

Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/2132/11 dated: 21.5.11 Rs 12643000/-

ESTIMATED COST

Part-A

Schedule Item Rs 602474/-

Part-B

Non Schedule Item Rs 11675066/-

Total Rs 12277540/-

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate Cost
1	M/S Siraj-Din Soomro Part-A Part-B Total	19.35% above -	719053/- 13753120/- 14472173/-	1 st Lowest	Being Lowest In Competition, hence Accepted	17.87% above
2	M/S Shahjahan & Bros Part-A Part-B Total	19.60% above -	720559/- 14191404/- 14911963/-	2 nd Lowest		21.45% above
3	M/S Shabir Jamali Part-A Part-B Total	19.85% above -	722065/- 14196953/- 14919018/-	3 rd Lowest		21.51% above

Executive Engineer
HPCD-II HDA

Deputy Director
Audit & Account
Housing Project HDA

Project Director
Housing Project HDA

Director General
Hyderabad Development Authority

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 12" dia Water Supply Line from Massu Bhurgri Road Near Bismillah Park New Hyderabad City upto Professional Co-operative Society and other Housing Schemes in Zonal Plan-VI-B.eme ZP-VI.**
4. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 7797000/-**
5. NUMBER OF TENDER DOCUMENTS SOLD **Four**
(attach list of buyers):
6. NUMBER OF BIDS RECEIVED: **Three**
7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
8. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Siraj-u-Din Soomro**
72/41 Hamid Plaza Saddar Hyd.
10. CONTRACT AWARD PRICE: **Rs 9037859/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Siraj-u-Din Soomro	(1st)
M/S Shahjahan & Brothers	(2nd)
M/S Shabir Jamali	(3rd)
12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No:**
HDA/DTS/HP/DB/3413/11 dated 23.08.2011
13. ADVERTISEMENT
 - i) SPPRA Website **Yes** **SPPRA I.D 5015/11**
(If Yes, give date and SPPRA Identification No.) **Dated 23.07.2011**
 - ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)

BID EVALUTION REPORT

NIT No: EE/HPCD-II/HDA/1370/11

Dated: 27.07.2011

Date of issue from 1st publication

Date of opening 15.08.2011

Name of work:

P/L/J/T 12" Dia Water Supply line from Masu Burguri road near Bismillah Park New Hyderabad City upto Professionals Co-operative Housing Society and other housing schemes in Zonal plan-VIB.

Estimate: Sanctioned by D.G, HDA vide No HDA/DTS/HP/DB/1116/11 dated: 26.2.11 Rs 7797000/-

ESTIMATED COST

Part-A

Schedule Item Rs 406048/-

Part-B

Non Schedule Item Rs 7158538/-

Total Rs 7564502/-

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate COst
1	M/S Siraj-Din Soomro Part-A Part-B Total	19.85% above -	486643/- 8551216/- 9037859/-	1 st Lowest	Being Lowest In Competition, hence Accepted	19.47% above
2	M/S Shahjahan & Bros Part-A Part-B Total	21.95% above -	494763/- 8570761/- 9065524/-	2 nd Lowest		19.84% above
1	M/S Shabir Jamali Part-A Part-B Total	19.99% above -	487211/- 8593777/- 9080988/-	3 rd Lowest		20.04% above

Executive Engineer
HPCD-II HDA

Deputy Director
Audit & Account
Housing Project HDA

Project Director
Housing Project HDA

Director General
Hyderabad Development Authority

INDH 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: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 12" dia & 4" dia PE pipe Line along
New National Highway From Zafar Housing
Scheme to Marhaba City Zonal plan-VI-A.**
4. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 3208000/-**
5. NUMBER OF TENDER DOCUMENTS SOLD **Four**
(attach list of buyers):
6. NUMBER OF BIDS RECEIVED: **Four**
7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Four**
8. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Siraj-u-Din Soomro
72/41 Hamid Plaza Saddar Hyd.**
10. CONTRACT AWARD PRICE: **Rs 3660222/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Siraj-u-Din Soomro	(1st)
M/S Shahjahan & Brothers	(2nd)
M/S Royal Constdt: Co:	(3rd)
12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No:
HDA/DTS/HP/DB/3413/11 dated 23.08.2011**
13. ADVERTISEMENT
 - i) SPPRA Website **Yes** **SPPRA I.D 5015/11**
(If Yes, give date and SPPRA Identification No.) **Dated 23.07.2011**
 - ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)

BID EVALUTION REPORT

NIT No: EE/HPCD-II/HDA/1368/11

Dated: 23.07.2011

Date of issue from 1st publication

Date of opening 15.08.2011

Name of work:

P/L/J/T 12" Dia & 4" dia P.E pipe line along New NHW
from Zaffar Housing Scheme to Marhaba City ZP-VI-A

Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/2132/11
dated: 21.5.11 Rs 3208000/-

ESTIMATED COST

Part-A

Schedule Item Rs 307505/-

Part-B

Non Schedule Item Rs 2777625/-

Total Rs ~~3085130/-~~
385130/-

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate COst
1	M/S Siraj-Din Soomro Part-A Part-B Total	19.65% above -	367930/- 3292292/- 3660222/-	1 st Lowest	Being Lowest In Competition, hence Accepted	18.64% above
2	M/S Shahjahan & Bros Part-A Part-B Total	19.95% above -	368852/- 3326200/- 3695052/-	2 nd Lowest		19.76% above
3	M/S Royal Constt: Co Part-A Part-B Total	20.20% above -	369621/- 3314573/- 3684194/-	3 rd Lowest		19.41% above
4	M/S Shabir Jamali Part-A Part-B Total	20.15% above -	369467/- 3347462/- 3716929/-	4 th Lowest		20.47% above

Executive Engineer
HPCD-II HDA

Deputy Director
Audit & Account
Housing Project HDA

Project Director
Housing Project HDA

Director General
Hyderabad Development Authority

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 16" dia water Supply line from hala Naka Filter plant to interconnection the existing M.S water supply line at lined channel for Hosh Nagar and various Housing Schemes in surrounding Zonal Plan-VI.**
4. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 7114000/-**
5. NUMBER OF TENDER DOCUMENTS SOLD **Four**
(attach list of buyers):
6. NUMBER OF BIDS RECEIVED: **Four**
7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Four**
8. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Siraj-u-Din Soomro
72/41 Hamid Plaza Saddar Hyd.**
10. CONTRACT AWARD PRICE: **Rs 6761517/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID) **M/S Siraj-u-Din Soomro (1st)
M/S Shahjahan & Brothers (2nd)
M/S Shabir Jamali (3rd)**
12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No:
HDA/DTS/HP/DB/3413/11 dated 23.08.2011**
13. ADVERTISEMENT
 - i) SPPRA Website **Yes** **SPPRA I.D 5015/11
(If Yes, give date and SPPRA Identification No.) Dated 23.07.2011**
 - ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11
(If Yes, give name of newspapers and dates)**

BID EVALUTION REPORT

NIT No: EE/HPCD-II/HDA/1368/11

Dated: 23.07.2011

Date of issue from 1st publication

Date of opening 15.08.2011

Name of work:

P/L/J/T 16" Dia Water Supply pipe line from Hala Naka
Filter plant to interconnection the existing M.S water supply
line at lined channel for Hosh Nagar and Various Housing
Schemes in surrounding Zonal plan-VI

Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/1116/11
dated: 26.02.11 Rs 7114000/-

ESTIMATED COST

Part-A

Schedule Item Rs 310172/-

Part-B

Non Schedule Item Rs 5612794/-

Total Rs 5922966/-

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate COSt
1	M/S Siraj-Din Soomro Part-A Part-B Total	19.95% above -	372051/- 370656/- 6389466/- 6760122/-	1 st Lowest	Bieng Lowest In Competition, hence Accepted	14.13% above
2	M/S Shahjahan & Bros Part-A Part-B Total	20.75% above -	374533/- 6910382/- 7284915/-	2 nd Lowest		22.99% above
3	M/S Shabir Jamali Part-A Part-B Total	21.50% above -	376859/- 6950405/- 7327264/-	3 rd Lowest		23.70% above
4	M/S Royal Constt: Co Part-A Part-B Total	22% above -	378410/- 5979516/- 7357926/-	4 th Lowest		24.22% above

Executive Engineer
HPCD-II HDA

Deputy Director
Audit & Account
Housing Project HDA

Project Director
Housing Project HDA

Director General
Hyderabad Development Authority

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: Hyderabad Development Authority
2. PROVINCIAL/LOCAL GOVT/OTHER: Local Govt:
3. BRIEF DESCRIPTION OF CONTRACT: P/L/J/T 24" dia RCC ASTM Sewer at Jamshoro Road near Bye Pass Road Qasimabad Hyderabad Zonal Plan-III.
4. ENGINEER'S ESTIMATE (for civil works Only): Rs 7442000/-
5. NUMBER OF TENDER DOCUMENTS SOLD Three
6. NUMBER OF BIDS RECEIVED: Three
7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: Three
8. BID EVALUATION REPORT (Enclose a copy): Enclosed
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: M/S Sultan Muhammad Khan
Shop No 21-22 Hilal Market
Mirpurkhas.
Rs 7609089/-
10. CONTRACT AWARD PRICE: Rs 7609089/-
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)
M/S Sultan Muhammad Khan (1st)
M/S Qasim Khan (2nd)
M/S Aqeel Muhammad (3rd)
12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Director General HDA vide No: HDA/DTS/HP/DB/3413/11 dated 23.08.2011
13. ADVERTISEMENT
 - i) SPPRA Website Yes SPPRA I.D 5015/11
(If Yes, give date and SPPRA Identification No.) Dated 23.07.2011
 - ii) News Papers Yes
(If Yes, give name of newspapers and dates) INF/KRY/2644/11 & 2699/11

COMPARATIVE STATEMENT

NIT No. EE/HPCD-II/HDA/TC/1368

Hyderabad dated, 23-07-2011

Date of issu & opening, 15-08-2011.

P/L/J/T 24" DIA R.C.C. ASTM SEWER AT JAMSHORO ROAD NEAR BY PASS
ROAD QASIMABAD, HYDERABAD, ZP-III.

Formally approved by the Project Director, Housing Project HDA, vide
No.PD/HP/HDA/DB/1116,DATED, 26-02-2011, Rs.7442000/-

Estimated Cost:- Rs. 5636024
Schedule Item:- Rs. 169537
Non Schedule:- Rs. 114975
Cartage:- Rs. 303140
D/Cost of Steel:- Rs. 141330
Diff Cost of Cement:- Rs. 6365006
Total

S.No.	Name of Agency	Rate Quoted	Amount	Ranking in Term of Cost	Comparison with estimated cost	Reason for acceptance/ rejection	Remarks
1	M/s Sultan Muhammad Khan	32% Above	Rs.7439551/68 (+)Rs.169537/- Rs.7609088/68	1st lowest	19.54% Above	Being a lowest in the compt: hence accepted	
2	M/s Qasim Khan.	33% Above	Rs.7495911/92 (+)Rs.169537/- Rs.7665448/92	2nd lowest	20.43% Above		
3	M/s Aqeel Muhammad	34% Above	Rs.7552272/16 (+)Rs.169537/- Rs.7721809/16	3rd lowest	21.31% Above		

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

Deputy Director, Accounts
Housing Project
Hyderabad Development Authority

PROJECT DIRECTOR
Housing Project
HDA Hyderabad.

Director General
Hyderabad Development Authority

3A

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: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. BRIEF DESCRIPTION OF CONTRACT: **Construction of 60ft wide road on protection band from Sunny CNG upto Abdullah Heaven/Makhdoom Rafiq u Zaman Road at Zonal Plan-III.**
4. ENGINEER'S ESTIMATE
(for civil works Only): **Rs 10964000/-**
5. NUMBER OF TENDER DOCUMENTS SOLD **Three**
(attach list of buyers):
6. NUMBER OF BIDS RECEIVED: **Three**
7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
8. BID EVALUATION REPORT
(Enclose a copy): **Enclosed**
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Shabir Ahmed Jamali**
H-No B, Jamali Muhalla Talhar Distt: Badin.
10. CONTRACT AWARD PRICE: **Rs 11400982/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Shabir Ahmed Jamali	(1st)
M/S Shafqat Ali	(2nd)
M/S Siraj Soomro	(3rd)
12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: **Director General HDA vide No: HDA/DTS/HP/DB/3413/11 dated 23.08.2011**
13. ADVERTISEMENT
 - i) SPPRA Website **Yes** **SPPRA I.D 5015/11**
(If Yes, give date and SPPRA Identification No.) **Dated 23.07.2011**
 - ii) News Papers **Yes** **INF/KRY/2644/11 & 2699/11**
(If Yes, give name of newspapers and dates)

BID EVALUTION REPORT

NIT No: EE/HPCD-II/HDA/1370/11

Dated: 27.07.2011

Date of issue from 1st publication

Date of opening 15.08.2011

Name of work: Construction of 60' wide road on Protection Bund from Sunny CNG upto Abdullah Heaven/ Makhdoom Rafiquzzaman Road at Zonal plan-III.

Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/2132/11 dated: 21.5.11 Rs 10964000/-

ESTIMATED COST


Schedule Item Rs 7209141/-

Diff: Cost of Bitumen Rs 2719319/-


Diff: Cost of Bricks Rs 32136/-

Total Rs 9960596/-

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate Cost
1	M/S Shabir Jamali	19.98% above	8649527/- Diff: Cost of Bitumen 2719319/- Diff: Cost of Bricks 32136/- Total 11400982/-	1 st Lowest	Being Lowest In Competition, hence Accepted	14.46% above
2	M/S Shafiqat Ali	22.12% above	8803803/- Diff: Cost of Bitumen 2719319/- Diff: Cost of Bricks 32136/- Total 11555258/-	2 nd Lowest		16% above
1	M/S Siraj Soomro	23% above	8867243/- Diff: Cost of Bitumen 2719319/- Diff: Cost of Bricks 32136/- Total 11618698/-	3 rd Lowest		16.64% above


Executive Engineer
HPCD-II HDA


Deputy Director
Audit & Account
Housing Project HDA


Project Director
Housing Project HDA


Director General
Hydrabad Development Authority