## 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) BRIFE DESCRIPTION OF CONTRACT: Construction of 60ft wide road on protection band from Sunny CNG upto Abdullah Heaven/Makhdoom Rafig 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 contact) 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 SUCCESFUL BUILDER: M/S Shabir Ahmed Jamali H-No B, Jamali Muhalla Talhar Distt: Badin. 16. CONTRACT AWARD PRICE: Rs 11400982/-17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd Evaluation BID) M/S Shabir Ahmed Jamali (1st) M/S Shafqat Ali (2<sup>nd</sup>) M/S Siraj Soomro (3rd) 18. Method of Procurment 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
 (If Yes, give date and SPPRA Identification No.)

SPPRA I.D 5015/11 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?

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

No

Yes

No

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 Succesful bidder tehnically

Complaint.

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

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?

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?

36. Was visit made by any officer/official of procurment agency to the suplliers 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

Yes

N.A

Authorized Officer

SECUTIVE ENGINESS
SOUSING PROJECT CONSTT. DIVISIONAL
W. D. A. NYDERAKEN



## **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

Tender Published: SPPRA I.D 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/-	1st Lowest	14.46% above	Bieng 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 <sup>nd</sup> 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 <sup>rd</sup> Lowest	16.64 above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account Housing Project HDA

Project Director Housing Project HDA

Director General
Alyderabad Development Authority

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

NO:PD/HP/HDA/Estt://3/9 /2011, Hyderabad dated: | 7 - 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.

PROJECT DIRECTOR
HOUSING PROJECT HOA
HYDERABAD SINDH

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

EE/HPCD-II/ 1558 /2011 Hyderabad ,Dated: /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 RAFIQUZZAMAN 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.

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

MIJ. NO. EE/HOC DUTHOUT G.Rs., W.P.D, Nos. 7938 of 6-4-35, 36-1 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 14VS10N 8- > 1038/11-1 of 28-3-49, 5647-W2 of 12-12-50 Percentage Rate Tender and Contract for works EXECUTARY ALCH Housing Product topics of highlight General Rules and Directions for the Guidance of Contractors

All work proposed to be executed by confract shall be notified in a Executive Engineer and signed by the Executive Engineer Executive Engineer and signed by the Executive Engineer. This form will state the work to be carried out its small resident and the property of the pro mitting and opening tenders and the time allowed for earlying anytherwork; also the amount of capiest money to be deposited with the stender, and the amount of the security deposit to be deposited by the successful tenderers and the amount of the security deposit to be deposited by the successful tenderers and the percentage royalites, retroi dues and ground very will granted. Copies the specifications, hesigns and draw will granted. Copies the specifications, hesigns and draw will granted. Copies the specifications of the property will granted. PAKISTAN and other shall also be a little i 50000 2(0)0(N); 100000R 100000R SPECIAL SPECIAL ADHESIVE ADHESIVE SPECIAL ADHESIVE ADHESIVE take the work. Only one rate of such percentage, on all the Estimate of Schooling and the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions.

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 11 memorandum showing items of work-to be carried out; he is willing to under-

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

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

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

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2 in the event separately by each pa it shall be signed on h

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him to do so. LEXEQUITIVE ENGINEER SHOW Hast Hill Project Const Rickethal Por

Receipt No. 10087123 dated 15.8.2011 from Government Treasury or in respect of the sum of Rs. 200000/2 "Amount to be speci-Sub-Treasury at is herewith forwarded representing the earnest money the full value of fied in words and figures. which is to be absolutely forfeited to Government should I not deposit Strike out (a) if no cash security deposit is to be taken. 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]. (Witness) †† Sarelin Jr. Rs. 1140, 982/2 Ukupus on Care.
(Address) Facelin Lac Ani Lacel Eight In M.
(Occupation) Dated the The above tender is hereby accepted by me on behalf of the Government of Pakistan. West Pakistan. \*Signature of the officer acconted, housing Project Division (or his difficultionist assistant day of Dated the Conditios 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 securitis endorsed to Executive Engineer (if deposited for

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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 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 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 endorseed as aforsaid any sum or sums which may have been deducted from, or raised by sale of his security dposit or any part thereof. The security deposit referrd to, whn paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly dsird this in writing.

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

Compensation for delay-

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(a) to rescind the contract (of which rescision notice in writing to the conkactor under the hand of the Executive Engineer shall be conclusive evidence) and a that case the security deposit of the contractor shall stand forfeited and be bsolutely 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 bouchesive against the contractor) and crediting him with the value of the work lone, in all respects in the same manner and at the same rates as if it had been arried out by the contractor under the tehms of his contract; and in that case he 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 samplete it, in which case any expenses which may be incurred in excess of the ions 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 contractor or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss ustained 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 view to the execution of the work or the performance of the contract. And incase the contract shall be rescinded under the provision aforesaid, the contract shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount o certified.

Clause 4.—If the progress of any particular portion of the work is unsatisactory executive Engineer shall, not withstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled progress of any partito take action under clause 3 (b) after giving the contract 10 days' notice in writing.

Action when the progress of any partithe work is unsatisfactory. The contractor will have no claim for compensation for any loss sustained by him bwing 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 exerciseable and the same shall not have been exercised, the non-exercise thereof shall not to pay constitute a waiver of any of the conditions hereof and usch powers shall not to under clauses withstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability the contractor for past and future compensation shall remain unaffected. In e event of the Eexecutive Engineer taking action under sub-clause (a) or (c) of fanse 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 sion of be certified by the Eexcutive Engineer whose certificate thereof shall be final. contractor's 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-

remainsunder clauses 3 and 4.

Power to take posses-

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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 accuring 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

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be vailed 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 Enginer-in-the discretion of the Engineer-in-charge. 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.

Clause 10.—A bill shall be submitted by the contractor as frequently as the Bill to be 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 countersignature to the measurement list will be sufficient warrant and the Engineer-incharge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

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. Government, 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-incharge 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-

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 in materials and all other matters in strict accordance with the specifications lodged orders, etc. 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

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 Cut the work materials or aricles complained of may have been inadvertantly 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 contimes, and in the case of any such failure the Engineer-in-charge may rectify or namove, 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. Schould 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 inspection. Hugineer-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 instrutions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to

Contractor or respon-sible 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 before work is covered up. 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 flowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given

Clause 20.—If the contractor or his workmen, or servants shall break, deface, bijure, or destroy any part of a building in which they may be working or any building, road, fence, enclosure or greass land or cultivated ground continuous dames done, and for the premises on which the work or any part thereof is being executed, or if months after conflictions for three land damage shall be done to the work, while it is in progress from any cause phatever or if any imperfections become apparent in it within three months of he grant of a certificate of completion, final or otherwise, by the Engineer-inharge, the contrictor shall make good the same at this own expense, or in default he 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 e final) from any sums that may then be due or may thereafter become due to ate deter- he contractor, or from his security deposits or the proceeds of sale thereof, or of pirements | sufficient portion thereof.

Contractor liable for

Clause 21.-The contractor shall supply at his own cost all material (except e entitled lich special material, if any, as may in accordance with the contract, be supplied plant, ctor shall form the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage month of tekle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether inuded in the specification, or other documents, forming part of the contract of d to the gerred to in these conditions or not, and which may be necessary for the purpose imperfectly matter as to which under these conditions he is entitled to be satisfied, or nality, or hich he is entitled to require together with carrage therefor, to and from the

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

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Clause 27.—All sums payable by a contractor by way of compensation of compensation to be under any of these conditions shall be considered as a reasonable compensation to considered as reasonable be applied to the use of Government without reference to the actual loss or compensation with out 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 constitucharge for his information.

Changes in the cons-

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 Superintend-direction of 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,

ding Engineer.

Clause 30.—Except where otherwise specified in the contract and subject to tending the powers delegated to him by Government under the Code rules then in force, be final. 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 whatsucver in any way arising out of, or relating to the contract design, drawings, specifleations, 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

Clause 31.-The contractor shall obtain from the P.W.D. stores all stores and Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and Stores of Buropean articles of European or American manufacture which may be required for the turn to be obtained work, or any part thereof or in making up any articles required therefor or in from 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 debied 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 whatscever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid,

Stores 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 estimates. 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-Press may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-incharge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Carrier 1

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 specification. 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.

where

Clause 34.—The expression "works" or "work" where used in these conditions shall, unless there be something in the subject of confext repugnant to such construction, be constructed to mean the work or works contracted to be executed under or in vistue of the contract, whether temporary or pemanent and

Definition of work

Hodgina its locationst:

whether original, altered substituted or additional. shall the

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 from the Rallway. Covernment 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.

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

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

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

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

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

Interest Government servant (n the work.

Clause 51-The contractor will not be allowed to withdraw his and ask for the return of carnest 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 carnest money shall be forfieted.

When the sanctioning authority for the tender is:--

Executing Engineer.

One month.

Superintending Engineer.

Two months.

Chief Engineer.

Three months.

Government,

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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 partly, 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 prefers issued vide Government B.W.D. circular Memo No. 1015 With 14-9-1937 and subsequent orders issued in this connection.

- Divisional Accountant.

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

where for ontractor. arma and

Executive Engineer, Division.

#### SCHIDULE B.

#### MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

	Quantitles .		7	Tenders rates			Total amount	
em No.	Quantities estimated but may be more of less.	lien of work	In figure	15	In words	Wait	Fotal amount according to estimated quantities.	
	This includes the second control of the second seco		Re.	Pales.	,			
And the second s		*				Just 1	N	
Property Company (Co. Co. Co. Co. Co. Co. Co. Co. Co. Co.		Mende	0	er	(W)			
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Fig.	ne emmet vertre de COCCONST	OCCUPATION AND ADDRESS OF THE PROPERTY OF THE	*				1 ° 8	

Note 1.—All work shall be carried out as per Public Works Departments Hand-book and other specifications of the Division, for assemble the Schedule should be filled in, in ink and the total of the entries in the last column should be struck by the configure under his signature.

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

(Signatute of Contractor)

Executive Engineer (Signature of -Assistant Engineer.

Note - To be continued on adding 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**

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. BRIFE 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 contact) 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 SUCCESFUL BUILDER: M/S Siraj u Din Soomro

72/41 Hamid Plaza Saddar Hvd.

16. CONTRACT AWARD PRICE:

Rs 9037589/-

17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Siraj U Din Soomro

(1st)

M/S Shahjahan & Bros

(2<sup>nd</sup>)

M/S Shabir Jamali

(3rd)

18. Method of Procurment Used

a) Single Stage-One Envelope Procedure Local

## 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 -П/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

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 Rid 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/-	1st Lowest	19.47% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros Part-A 21.95% Above Part-B Total	Rs 494763/- 8570761/- 9065524/-	2 <sup>nd</sup> Lowest	19.84% above		
3	M/S Shabir Jamali Part-A 19.99% Part-B Total	Rs 487211/- 8593777/- 9080988/-	3 <sup>rd</sup> Lowest	20.04% above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account

Housing Project HDA

Hyderabad Development Authority

Project Director

Housing Project HDA

## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

#### CONTRACT EVALUATION FORM

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

 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. BRIFE 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 contact) 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 SUCCESFUL BUILDER: M/S Siraj U Din Soomro 72/41 Hamid Plaza Saddar Hyd. 16. CONTRACT AWARD PRICE: Rs 14472173/-17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd Evaluation BID) M/S Siraj U Din Soomro (1st) M/S Shahjahan & Bros (2<sup>nd</sup>) M/S Shabir Jamali (3rd) 18. Method of Procurment 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 1) 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

Yes

The selected firm is not black listed?

36. Was visit made by any officer/official of procurment agency to the suplliers 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

SECUTIVE ENGINEER

GOUSING PROJECT CONSTT: DIVISION-IN
H. D. A. HYDESABAD



## **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
- 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
- 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 <sup>st</sup> Lowest	17.87% Above	Bieng Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros Part-A 19.60 Part-B Total	Rs 720559/- 14191404/- 14911963/-	2 <sup>nd</sup> Lowest	21.45% Above		
3	M/S Shabir Jamali Part-A 19,85% above Part-B Total	Rs 722065/- 14196953/- 14919018/-	3 <sup>rd</sup> Lowest	21.51% above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account Housing Project HDA Project Director Housing Project HDA

Director General
Hyderobad Development Authority

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

NO:PD/HP/HDA/Estt:/ /305 /2011, Hyderabad dated: /-7-10-2011

To,

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

SUBJECT: P/L/J & 16"DIA WATER SUPPLY LINE CATTLE COLONY UPTO

SAHIB EHAGAL GOTH AND ADJACENT AREA HOUSING

SCHEME ZONAL PLAN-VI.

REF'NCE: 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.

PROJECT DIRECTOR HOUSING PROJECT HIDA

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

NO.EE/HPCD-II/HDA/ 1985

Hyderabad. Dated: 19

/2011

136 OTO,

The Project Director,

Housing Project HDA.

Hyderabad.

Subject:

B-I AGREEMET 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.

Delghert.

0

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, 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 or 22-2-39 12-10-44 and 2-2-5-44, 65-W : 1038/11-T of 28-3-49, 5647-W2 of 12-12-50

#### FORM B-I PUBLIC WORKS DEPARTMENT

CIRCLE DIVISION for works

General Rules and Directions f.

All work proposed to be execu form of invitation to tender posted on a Executive Engineer and signed by the I

This form will state the work to be mitting and opening tenders and the tinu the amount of earnest money to be depothe security deposit to be deposited by the if any, to be deducted from bills. It will royalties, octroi dues and ground rents tions, designs and drawings and estimated ments, required in connection with the Engineer for the purpose of identification with a by contractors at the office of the Executive EngineerS

2. In the event of the tender being dispitted by separately by each partner thereof, or in the ven of the shall be signed on his behalf by a person he has po him to do so.

3. Receipts for payments made on account/of ar a firm, shall also be signed by all the partners, except described in their tender as a firm, in which case the rename of the firm by one of the partners, or by sor 5018 authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill u stating at what percentage above or below the rates specified in concense a memorandum showing items of work-to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Pallmate rate shall scheduled rates shall

be framed. Tenders, which propose any alteration in the works specified in Assistant work, or which contain any other conditions, will be liable to record out the said form of invitation to tender, or in the time allowed for carrying out the printed form of tender of the said form of the said f 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 it 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 representives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in suitable form. In the even of a tender being accepted, the contractors shall for the purpose of indentification, sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

SGP. ICa -- L (81) (7/93-5.000-2-80-TSS.

PAKISTAN PAKESTAND PAKESTAN PAKISTAN 5(0)(0)(0)118 SPECIAL CADHESIVE PAKISTAN PAKISTASE PAKISTAN SPECIAL ADHESIVE SPECIAL SPECIAL ADHESIV ADHESIVE ADHESIVE

Receipt No. 9662 dated /3-8-2x/) from Government Treasury or Sub-Treasury at in respect of the sum of Rs. 10 2 Second 2. Amount to be specific herewith forwarded representing the earnest money [(a) the full value of field in words and figures, which is to be absolutely forfeited to Government should I not deposit Strike out (a) If no cash to receive deposit services to deposit service Strike out (a) if no cash security deposit is to be taken. the full amount of security deposit specified in the above memorandum, in Strike out (b) accordance with Clause 1(A) of the said conditions, otherwise the said sum of any cosh security deposit as aforesaid] or f(b) the full value of which shall be retained by Government on account of the security deposit as aforesaid] or f(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]. \*\*Signature of contrac-tor before sub-mission of leader. Dated the Soudin De 14472178 Chaper one Park Gan Thomas Worlf mother San (Witness)†† (Address) (Occupation) \*\* Signature of witness to contractor's signature. sound than on. The above tender is hereby accepted by me on behalf of the Government of the Pakistan. West Pakistan. Executive Engines ECT DIRECTOR Why with Division (or his duly authorish Assistantian day of Dated the Conditios of Contracts Clause 1.—The Person's whose tender may be accepted (hereinafter called the Security deposit, contractor) shall (A) [(within one day for a contract of Rs: T,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 securitis 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 scurity deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to the contractor for work done under the contract to make up the full 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 endorseed as aforsaid any sum or sums which may have been deducted from, or raised by sale of his security dposit or any part thereof. The security deposit referred to, who paid in cash, may, at the cost of the depositor, he converted into interest-hearing securities provided that the depositor has expressly dsird 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 aiready accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

Compensation for dolay-

CONTRACTOR

EXECUTIVE ENGINEER

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(a) to rescind the contract (of which rescision notice in writing to the conractor under the hand of the Executive Engineer shall be conclusive evidence) and a 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 sone, in all respects in the same manner and at the same rates as if it had been arried out by the contractor under the tehms of his contract; and in that case be 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 symplete it, in which case any expenses which may be incurred in excess of the inm 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 n writing of the Executive Engineer shall be final and conclusive) shall be berne and paid by the original contractor and shall be deducted from any money due to im by Government under the contractor or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss astained by him by reason of his having purchased or procured any materials, br 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 inhall 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 myable in respect thereof, and he shall only be entitled to be paid the amount o certified.

Clause 4.—If the progress of any particular portion of the work is unsatisactory executive Engineer shall, not withstanding that the general progress of he work is in accordance with the conditions mentioned in clause 2, be entitled progress of take action under clause 3 (b) after giving the contract 10 days' notice in writing take action under clause 3 (b) after giving the contract 10 days' notice in writing. The contractor will have no claim for compensation for any loss sustained by the the contractor will have no claim for compensation for any loss sustained by him bying 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 exerciseable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and usch powers shall not withstanding be exerciseable in the event of any future case of default by the under clauses 3 and 4. contractor for which under any clause or clauses hereof he is declared liable to the contractor for past and future compensation shall remain unaffected. to event of the Ecxecutive 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 sion of be certified by the Bexcutive Engineer whose certificate thereof shall be final, contractor's 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 able to pay then if action

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Housing Project Const: Division II

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 accuring 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 vailed 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 Enginer-in
the discretion of the Engineer-In-charge. 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.

Clause 10.—A bill shall be submitted by the contractor as frequently as the Bill to be submitted progress of the work may justify for all work executed and not included in any monthly. 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 countersignature to the measurement list will be sufficient warrant and the Engineer-incharge may prepare a bill from such list which shall be binding on the contractor in all respects.

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

£111098 Clause 12.-If the specification or estimate of the work provides for the use ligio; of any special description of materials to be supplied from the store of the P.W.D. Government. 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 nurnoses 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-incharge 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.

Clause 13.—The contractor shall execute the whole and every part of the Clause 13.—The contractor shall execute the whole and every part of the Works to be work in the most substantial and work-man-like manner and both as regards in decordance work in the most substantial and work-man-like manner and both as regards in decordance with the energine but the secondary of the secondary materials and all other matters in strict accordance with the specifications lexing orders, etc. in the office of the Executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall slso

Works to be executed

**EXECUTIVE ENGINEER** Housing Project Const: Division-M.D.A. Hyderand

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact hat the work materials or aricles complained of may have been inadvertantly 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. Schould 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 inspection. Bugineer-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 instrutions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor

Myorks to be open to

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 before work is covered up. 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 it 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

Clause 20 .- If the contractor or his workmen, or servants shall break, deface, njure, or destroy any part of a building in which they may be working or any to the premises on which the work or any part thereof is being executed, or if months after certificate. In the 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-inharge, the contrictor shall make good the same at this own expense, or in default legiail- he 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 goop or le final) from any sums that may then be due or may thereafter become due to Endeter- he contractor, or from his security deposits or the proceeds of sale thereof, or of sufficient portion thereof,

Confredor Hable for

Intilled special material, if any, as may in accordance with the contract, be supplied plant, to shall out the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage diags, see of the work, whether in the original altered as arbeits for the execution of e work, whether in the original, altered, or substituted from, and whether innded in the specification, or other documents, forming part of the contract of ferred to in these conditions or not, and which may be necessary for the purpose of the charge, satisfying or complying with the requirements of the Engineer-in-charge as to ly matter as to which under these conditions he is entitled to be satisfied, or Minar Feet or hich he is entitled to require together with carrage therefor, to and from the

Contractor to supply ladders scaffol-

> EXECUTIVE ENGINEER ( Housing Project Const; Division . H.D.A. Hydorada

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upon stand forfeited and be absolutely at the disposal of Government and same consequences shall ensure as if the contract had been rescinded under clause ther of a 3, hereof and in addition the contract or shall not be entitled to recover or be paid g, out a for any work therefore actually performed under the contract. ination is him the M Lencton de Clause 27.—All sums payable by a contractor by way of compensation Sum p. yable by way under any of these conditions shall be considered as a reasonable compensation to be considered as reasonable compensation to be considered as reasonable compensation. strater a or of and be applied to the use of Government without reference to the actual less or considered as reasonable because the considered as reasonable because the actual less or considered as actu w and to damage sustained, and whether any damage has or has not been sustained. und to at s, that to Clause 28.—In the case of a tender by partners any change in the constitue Change of a firm shall be forthwith notified by the contractor to the Engineer in the intuition notified. above by n nar mt DUSCHI

Changes in the cour-

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 Superintend-direction of Superinten-point or points and in what manner they are to be contract shall be executed works to be superintended or superintended to direct at what ding Engineer. point or points and in what manner they are to be commenced, and from time to

Clause 30.—Except where otherwise specified in the contract and subject to Decision to tending tending to the force, be final, by Government under the Code rules then in force, be final, 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 lis 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 whaton the work, or as to any other question, claim, fight, matter, of the tining white-soever 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 or American manufacture which may be required for the or American manufacture work, or any part thereof or in making up any articles required therefor or in from Government. 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-incharge will be debied 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 whatseever, which shall have been incurred in obtaining delivery of the same at the atores

Clause 32.—When the estimate on which a tender is made includes hump sums in respect of parts of the work, the contractor shall be entitled to payment estimates. 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 pages may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-incharge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

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

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Clause 45.—If any materials, such as stones metal bajri, sand etc., are requised Conficulate for contractors to be conveyed by rail, the contractors will be granted certificates by the frem the Rallwey. 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.

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

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

Chause 48.—Certified that no member of Legislative Assembly is in partner-partnership of the Land , ship with me and that Government will have the right to terminate the contract is forbidden. ht may stage if it is discovered that a member of Legislative Assembly is a partner In the contract.

Clause 49.—2/We hold myself/ourselves responsible to pay the cales tax as payment of Sales Tax. livied in accordance with Pakistan General Sales Fax Act, 1948, or any other law for the time being in force.

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

interest or Government se 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 forfieted.

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 of objection of any part thereof, the rights, duties or liabilities of either partly, 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 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 femorandum No. 1006-1 dated 21-2-1950 wherein the responsibility of getting orsed in

le tender efreeked efficiently is placed on me.

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TENDER FOR WORK:

M/S Lan Ciraj and 800 mo.

i/We hereby tender for the execution for the Government of West Pakistan Agency: (herein before and herein after referred to as "Government") of the work specifid in the under written memorandum with the time specified in such memorandum at part- 19.35 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.

cutive 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.

12278000/-Estimated Cost: Rs Earnest Money 2% Rs 246000/-(c) Security Deposit (Including earnest money 10% Rs 1227800/-Percentage if any to be deducted From bills (Rupees 8% percent Rs 982300/-

Time allowed for the work from (f)

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"A"

NAME OF WORK :-

CONT

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

				TINING	AMOUNT
S.NO.	ITEM DESCRIPTION	QTTY.	RATE	UNIT	AIVACOINA
Dat 1 con			1200		

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 Coloney upto New Hyderabad City / Bismillah Park and adjoined area / housing schemes of @ ZP-VI.

1600		PART A		•			
<u>No</u>		Quantity		Rate	<u>Unit</u>	<u> </u>	\mount
1	Excavation for pipel true alignment and so cutting joints holes a Engineer in charge, for non vehicular training chain (30.50 m)	hape levelling of b and disposal of sur providing fence gr affic wherever requ	peds of tro rplus eart uards ligh uired, lift	enches to co h within one ats flags and	rrect level and gr chain as directed temporary cross	ade, d by ings	
	0'~5'	10800.00 cff	t @ Rs	. 1742.40	P.%o cft	Rs.	18818
2	Excavation for pipeli and dressing sides to correct level and gra- one chain as directed and temporary cross (1.52 m) and lead up	o true alignment a de, cutting joints i d by Engineer in d ings for non vehic	and shape holes and charge, po ular traffic	e levelling of disposal of roviding fend wherever r	f beds of trenche f surplus earth wi ce guards lights fl equired, lift upto !	s to thin ags	SE
	0~5'	10800.00 cft	@ Rs.	2613.60	P.%o cft	Rs	28227
3	Excavation for pipelir and dressing sides to correct level and grad one chain as directed and temporary crossi (1.52 m) and lead upt	o true alignment a de, cutting joints r by Engineer in c ngs for non vehicu	nd shape ioles and harge, pr ilar traffic	levelling of disposal of oviding fenc wherever re	beds of trenches surplus earth wit e guards lights fla equired, lift upto 5	to hin	
	0~5" =	27000.00 cft	@ Rs.	5082.00	P.%o cft	Rs	137214
4	Providing and fixing, depth 10ft.(PHES P-5	driving open timbe 3 item No.21 ).					107214
		10800,00 sft	@ Rs.	1980.35	P.% sft	Rs	213878
	Bailing or pumping ou concrete masonary wo II) For pipe line trer excavation, second tin ime for pipe laying. (P	ork in foundation. nch volum under ne for cost in situ (	water to	o be meas	ured first time f	for	
		54000.00 cft	@ Rs. *	139.60	P.% cft	Rs	75384

21

12" dia 4.00 Nos @ Rs. 1850.00 Each Rs. 7  Blank Flanges, (PHE,P- 16,I-12) 16" dia 2.00 Nos @ Rs. 1675.00 Each Rs. 3: 12" dia 4.00 Nos @ Rs. 1675.00 Each Rs. 3:	CI tail pieces/Short piece(PHE,P-15,I-9)					
Blank Flanges, (PHE,P-16,I-12) 16" dia 2.00 Nos @ Rs. 1675.00 Each Rs. 3: 12" dia 4.00 Nos @ Rs. 250.00 F. 1	<u>16" dia</u>	3.00 Nos	@ Rs. 2850.00	Each	Rs.	8550
16,I-12) 16" dia 2.00 Nos @ Rs. 1675.00 Each Rs. 3. 12" dia 4.00 Nos @ Rs. 250.00 Each Rs. 3.	12" dia	4.00 Nos	@ Rs. 1850.00	Each	Rs.	7400
12" dia 4.00 Nos @ Po. 950.00 E de	Blank Flanges, (PHE,P- 16,I-12)					
	16" dia	2.00 Nos (	@ Rs. 1675.00	Each	Rs.	3350
	<u>12" dia</u>	4.00 Nos (	@ Rs. 850.00	Each	Rs.	3400

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 read, 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 bouble action 3"x1" imported (PHE SoM. P-11 I-8).

8.00 Nos @ Rs. 1700.00 Each Rs. 13600

Providing valve chambers 3 ½ x 2 ½ (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 cost 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 masonary walls set in 1:6 cement mortar 6" thick cement concrete 1:3:6 foundation. 1" thick cement concrete 1:2:4 flooring ½" 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. byond 2 ½' 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.%o cft

Rs

58743

Total Re

Rs. 602473.82

CONTRACTOR

S CONTRACTOR

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

## PART B, Pipe Line.

from No Description. Quantity Rate Unit Supplying and spreading pit sand in trenches for cushion of pipe line. Amount 21600.00 Cft @ Rs. 1870-SO P.% cff 188028-Providing, laying, jointing and testing P.E. pipe (P.N-10) Butt Fusion joint in Rs. 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) 16"dia 3600.00 Rft @ Rs. - /3684/ Rs. 13262400. CI Sluice valve heavy pattern, Test pressure 21.0 Kg/sq cm or 300 lbs/sq 16" dia 3.00 No @ Rs. 340800. 18 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). 16" dia 2.00 No @ Rs. Each 55060-12" dia 4.00 No @ Rs. 12 Providing, fixing, jointing and testing PE. Tee of different size as fallow, Butt Each Rs. 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) 16"x16"x16" 2.00 NO @R\$. 33986 Each Rs. 67972-16"x16"x12" 13 Interconnection charges for jointing of different dia of water supply pipe lines, this 135944 cost i/c all T&P etc. complete at site of work up to the satisfaction of Engineer in 2.00 Job @ Rs. 29875/ Rebat 3% nelei CONTRACTOR 3753120 EXECUTIVE ENGINEER HOUSING (P) CONSTT: DIVISION II CUNTRACTOR HDA, HYDERABAD

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#### CONDITIONS

- 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.
- No premium will be allowed on items based on Non-Schedule/ Market "Rates.
- Premium quoted by the contractor shall include the cost of carriage and difference cost of materials for which no separate payment will be made.
- 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.
- Crush, sand, bajri and stone blast etc to be used in the work, shall be obtained by the contractor from approved quarries.
- 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.
- 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.
- No escalation in the cost of cement / steel or any other material / items due to enhancement of rates will be paid.
- 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.
- 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.

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

Mr. ll-

CONTRACTOR, 11 CONTRACTOR

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MEMORANDUM SHOWING ITEMS OF WORK TO BE GARRIED CUZ.

Gunotitles stifusied but less. less.		liem of work	9	Tenders rates		Printed and the second	
		less,	777 97 1702	In figuree	Is need:	Work !	Total amount amount for nutracted quantities.
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The second secon	ork sho				A CONTRACTOR STANDARD CONTRACTOR STANDARD CONTRACTOR CO		0 B

Mile 1. All work shall be carried out as per Public Works Departments Hend-book and other specifications of the Division, collegate in the Schedule should be filled in, in ink and the total of the entries in the last column about the identities of the partment of the collegate of the planting.

Year 1.—Rates dubted include clearance of site (prior to commencement of work and at its process in all response and

(Signalure & RECUTIVE ENGINEER

Housing Project Const. Division: Ti. H.D.A. Hyderaad

Note - To be continued on adding t shoots if found necessary.

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## 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

REF NCE: 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.

PROJECT DIRECTOR HOUSING PROJECT HOA

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

NO.EE/HPCD-II/HDA/ /48

Hyderabad. Dated: /9/ /2011

3 El

The Project Director, Housing Project HDA.

Hyderabad.

Subject:

B-I AGREEMET 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 (2-7) pages complete in all respect in favour of M/S Haji Sirajuddin Soomro is submitted herewith for necessary action.

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

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PAKISTAN

G.Rs., W-P.D. Nos. 7938 of 6-4-35, 56-J of 6-1-36, 1639-, W of 27-9-37, G.C.M.P. and M. Deptt, No. 183-P/37 of 9-11-37 (P.W.D.) No. S-173. 2-W of 13-12-37 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-VV 1038/11-1 of 28-3-45, 5647-W2 of 12-12-50

#### FORM BI PUBLIC WORKS DEPARTMENT

PAKISTAN

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DIVISION

PAKIST

General Rules and Directions for the G All work proposed to be executed by form of invitation to tender posted on a board Nice Executive Engineer and signed by the Executive Engineer

This form will state the work to be carried out, as mitting and opening tenders and the time allowed for comment of earnest money to be deposited with the the security deposit to be deposited by the successful tenders, to be deducted from bills. It will also state when royalties, octroi dues and ground rents will granted, Comments and designs are designs and designs and designs and designs and designs are designs and designs are designs and designs and designs are designs and designs are designs and designs and designs are designs are designs and designs are designs and designs are designs are designs are designs and designs are designs and designs are designs are designs and designs are designs are designs are designs are designs are designs and designs are designs a from, designs and drawings and estimated rates schedule ments, 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 d.

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 provided the second of the se it shall be signed on his behalf by a person holding a power-of-attorney and him to do so.

3. Receipts for payments made on account/of any work, when execute, 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 ha authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed for stating at what percentage above or below the rates specified in Schedule memprandum showing items of work-to be carried out; he is willing to unit take the work. Only one rate of such percentage, on all the Estimate: rat 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 Assistant Account of the Assistant Acc 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 cuvelope.

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

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

P., Ko .-- L'(%) 0/27-5,000-2,80-T

PAUSTAN ADHESIVE ABRESIVE

dated | ) - 8-20 | Ifrom Government Treasury or

Sub-Treasury at in respect of the sum of Rs. 12000/
In herewith forwarded representing the enriest money [(a) the full value of field in words and figures, which is to be absolutely forfeited to Government should I not deposit Strike out (a) if no each security deposit is

Sirike out (a) if no cash strainty deposit is to be inten-

ment on account of the security deposit specified in clause 1 (B) of the conditions I.

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South 2 B. 6761 SIZH (Rupus was swall swall harden of contrac.

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

Executive PROJECT DIRECTOR ...

Division (or his duly authors in Projection (or his duly authors)

Dated the

Condition of Contracts

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

contractor) shall (A) [(within one day for a contract of Rs. 7,000 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 noti-lication of the acceptance of his tender) deposit with the Executive Engineer in cash of Government scentilis 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 carnest 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 security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to the contract 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 the contractor for work done under the contract to make up the full amount of the contractor for work done under the contract 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 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 endorseed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security dposit or any part thereof. The security deposit referrd to, who paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly dsird 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 Project Const: Division a

(a) to rescind the contract (of which rescision notice in writing to the conractor 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 ibsolutely at the disposal of Government. (b) To employ labour paid by the Public Works Department and to supply ed fant 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 ma Wilm of stallour onclusive against the contractor) and crediting him with the value of the work ione, in all respects in the same manner and at the same rates as if it had been charried out by the contractor under the tehms of his contract; and in that case ridge he certificate of the Executive Engineer, as to the value of the work done shall be illic Anal and conclusive against the contractor. Iron ac Jic (d) To measure up the work of the contractor and to take such part thereof unife. as shall be unexecuted out of the hands, and to give it to another contractor to bir complete it, in which case any expenses which may be incurred in excess of the · 1/3/11 han 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 US Rais เอกร์ทั in writing of the Executive Engineer shall be final and conclusive) shall be berne and paid by the original contractor and shall be deducted from any money due to beedd. im by Government under the contractor or otherwise or from him security deposit 111 1911 or the proceeds of sale thereof, or a sufficient part thereof. amlf him ! In the event of any of the above courses being adopted by the Executive 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 instained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made the trivial purchased of the execution of the work or the performance of the contract. And in the time the contract shall be resembled under the provision aforesaid, the contract shall not be entitled to recover to be paid any sum for any work therefore actually berformed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount mayable in respect thereof, and he shall only be entitled to be paid the amount so certified. or th iustni hr cut Pici 222 ectol thall Myoli Clause 4 .- If the progress of any particular portion of the work is unsatiso cer actory executive Engineer shall, not withstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled he work is in accordance with the conditions mentioned in clause 2, be entitled progress of any take action under clause 3 (b) after giving the contract 10 days' notice in writing.

The contractor will have no claim for compensation for any loss surfained by Linds. work in unsalt, and the contract of Eler The contractor will have no claim for compensation for any loss sustained by him ic We unsatisfactory. bwing to such action. r-také he co Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable Aing ! ind the same shall not have been exercised, the non-exercise thereof shall not able to pay compens withstanding be exerciseable in the event of any future case of default by the under chauses 3 and 4. xecul tel the mstile bay compensation amounting to the whole of his security deposit and the liability ithisto. the contractor for past and future compensation shall remain unaffected. In adrac; the event of the Eexecutive Engineer taking action under sub-clause (a) or (c) of ly-cor 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 c ove tuse 3 or any part thereof, paying or allowing for the same in account at the contract als and rates, or in the case of contract not being applicable, at current market rates, to be certified by the Eexcutive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to Power to take posses-shed of or require removal of or sell actor, mny. 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 CONTAB the 31 cont falling to comply with any such requisition, the Executive Engineer may remove dutire ! them at the contractor's expense or sale them by auction or private sale on account ithin-al of the contractor and at his risk in all respects, and the certificate of the Executive EXECUTIVE ENGINEER illing to [Housing Project Const: Division-] Engineer as to the expense of any such removal and the amount, of the proceeds cur of f any expense of and such sale shall be final and conclusive against the contractor. H.D.A. Hyderaad the co ngincer t. (iii) G/193-2 av cape t. pills fr RACTOR

WORKS DEPARTMEN

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 accuring 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

Clause 9.—The rates for several items of works estimated to cost more than Payment at reduced as 1,000 agreed to within, shall be vailed only when the item concerned is accepted as a baving been completed fully in accordance with the sanctioned specifications. At completed to be at the classes wherethe items of work are not accepted as so completed the Enginer-in-Basinese-In-classes. In cases where the items of work are not accepted as so completed the Enginer-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.

Cianse 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 countersignature to the measurement list will be sufficient warrant and the Engineer-incharge may prepare a bill from such list which shall be binding on the contractor in all respects,

Bill to be submitted

Clouse 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

Clause 12.—If the specification or estimate of the work provides for the use Store of any special description of materials to be supplied from the store of the P.W.D. Government. 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 from any sums then due, 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 PAV.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-incharge 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 fer, any wastage in or damage to any such materials-

work in the most substantial and work-man-like manner and both as regards in accordance with the specifications lodged orders, etc.

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In the office of the Executive Engineer and initialled by the parties; the said specification being a part of the contract. The contractor shall also

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that any materials or articles provided by him for the execution of the work are that any materials or articles provided by him for the execution of the work are unisound, 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 that the work materials or arieles complained of may have been inadvertantly 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 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 complained of as the case may be at the risk and expense in all respects of the confinence of as the case may be at the risk and expense in an especie of one confractor. Schould 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 baption. Ragineer-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 instru-tions, or have a responsible agent duly accredited in writing present for that pur-pose, Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor

Works to be open to

Actes to the Month of the Serve

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 to be given covering up or otherwise placing beyond the reach of measurement any work in before work incovered up. covering up or otherwise placing beyond the reach of measurement any work in brider 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 illowance shall be made for such work, or for the materials with which the same

Ciause 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 contractor liable for the premises on which the work or any part thereof is being executed, or it imposts that be done to the work, while it is in progress from any cause the grant of a certificate of completion, final or otherwise, by the Engineer-in-the En b. the full. by diginal. py diginal. palegriail. he 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 o (inal) from any sums that may then be due or may thereafter become due to se Enfeter- he contractor, or from his security deposits or the proceeds of sale thereof, or of

y hel dinents Clause 21.—The contractor shall supply at his own cost all material (except continued ich special material, if any, as may in accordance with the contract, be supplied stant, indices sential adders, cordage flors, etc. and the state of the scalleding and temporary work requisite or proper for the execution of arckle. proceded to in the specification, or other documents, forming part of the contract of brieflying or complying with the requirements of the Engineer-in-charge as to satisfy matter as to which under these conditions he is entitled to be extinct. by matter as to which under these conditions he is entitled to be satisfied, or high he is entitled to require together with carrage therefor, to and from the

EXECUTIVE ENGINEER [Housing Project Const: Division-]] H.D.A. Hyderaad

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upon stand forfelted and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinder under clause 3. hereof and in addition the contract or 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 sum payable by way under any of these conditions shall be considered as a reasonable compensation to of compensation to be applied to the use of Government without reference to the actual loss or considered as reasonable compensation with our reference to the actual loss or compensation with our reference to actual loss.

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

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

Clause 30.—Except where otherwise specified in the contract and subject to Decision of sure the powers delegated to him by Government under the Code rules then in force, be final.

The desired of the Code rules then in force, be final. the decision of the Superintending Engineer of the Circle for the time being shall the decision of the Superintending Engineer of the Circle for the time nearly soan the final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions thereinbefore 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, specidications, 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 ar American manufacture which may be required for the ar American manufacture which may be required for the are American manufacture which may be required for the are American manufacture which may be required for the form the particles required therefor or in from Government. connection therewith, unless he has obtained permission in writing from the Pagineer-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-incharge will be debied 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

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 estimates. 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 the may at his discretion pay the hump some amount entered in the estimate, and the certificate in writing of the Engineer-incharge 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 13 .- 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.

. 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 temperary or pemanent and whether original, altered, substituted or additional.

EXECUTIVE ENGINEER

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Definition of work

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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 from 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 contruct, no claim shall be preferable against Government on this account.

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 longer of tender that the carting of longer rates are Procedure for the

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

Clause 43.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract has forbidden. at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract,

Clause 49-1/We hold myself/ourselves responsible to pay the sales lax as livied 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 Government the work, garyant in

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 carnest money shall be forfieled.

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 partly, 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 former 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

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

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

Executive Engineer,

Executive Engineer, Division.

EXECUTIVE ENGINEER [Housing Project Const; Division-]]

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Agency:

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-19-59 part -13 as Quate of Rabercent Below Above as per rates entered in schedule "B"

(memorandum showing item of work the 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 agnexed 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.

ecutive 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

(6) Six Months

-00-00-0	surrounding Z	onal pla	n-VI.	
(b)	Estimated Cost:		Rs	5922000/-
(c)	Earnest Money 2%		Rs	119000/-
(d)	Security Deposit	****		
	(Including earnest money 10%	1	Rs	592200/-
(e)	Percentage if any to be deducted	~		07220W
	From bills (Rupces 8% percent	025	Rs	473800/-
(f)	Time allowed for the work from		103	1750007-

Date of written order to commence,

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 forseit and pay to Government the sum of money mentioned in the said conditions.

## MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

Item	Quantitles - minimated but may be more or less.	Hem of work	Te:	ndera 1	rates :	THE ELDIN THE	Fotal
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	K shall be carried and				}		

Note 1.—All work shall be carried out as per Public Works Departments Hand-book and other specifications of the Divisions of the grant properties in the Schedule should be filled in, in ink and the total of the entries in the light comment of the struck by the confidence under the algorithm.

Note 2.—All the politicature under the algorithm.

Note 3.—Rates quited include clearance of site (prior to commencement of week hard at his clear in all respects and light good work under all conditions. Site moisture, Weather, etc.

Note -- To be continued on adding 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

 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) BRIFE 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 contact) 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 SUCCESFUL BUILDER: M/S Sultan Muhammad Khan Shop No 21-22 Hilal Market Mirpurkhas 16. CONTRACT AWARD PRICE: Rs 7609089/-17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd Evaluation BID) M/S Sultan Muhammad (1st) M/S Qasim Khan (2<sup>nd</sup>) M/S Ageel Muhammad (3rd) 18. Method of Procurment 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

Yes

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

36. Was visit made by any officer/official of procurment agency to the suplliers 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

SANCOTIVE ENGINEER

OBSING PROJECT CONSTITUTION-IN

N.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 24" Dia RCC ASTM sewer along

Jamshoro near Bye-Pass Qasimabad Hyderabad

Zonal Plan-III.

4. Method of Procurement: Local

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 Sultan M.Khan	32% above Rs 7609089/-	1 <sup>s</sup> Lowest	19.54% Above	Bieng Lowest In Competition, hence Accepted	
2	M/S Qasim Khan	33% ahove Rs 7665449/-	2 <sup>nd</sup> Lowest	20.43% Above		
3	M/S Aqeel Muhammad	34% above Rs 7721809/-	3 <sup>rd</sup> Lowest	21.31% Above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account Housing Project HDA

Project Director Housing Project HDA

Director General
Hyderebad Development Authority



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

NO:PD/HP/HDA/Estt:/ | 147 /2011, Hyderabad dated: | 9 - 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.

REF'NCE: 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 HYPA HYD SINDH

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

NO.EE/HPCD-II/HDA/ 1969 Hyderabad. Dated: 9/9/2011

Toy of

The Project Director, Housing Project HDA. Hyderabad.

Subject:

B-I AGREEMET FOR THE WORK P/L/J/T 24" DIA RCC ASTM SEWER AT JAMSHORO ROAD NEAR BY PASS ROAD OASIMABAD 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.

K

0.5.

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

NOTO ANDERDO REPLETATE 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. 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, 564;-W2 of 12-12-50

## FORM B-I PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

it. All work proposed to be executed by contrast shall be notified in a form of invitation to tender posted on a boardxelly will promise office of the Executive Engineer and signed by the Executive Project Contract Division II

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 success of the amount of the security deposit to be deposited by the success that the amount of the security deposit to be deposited by the success that the percentage, if any, to be deducted from bills. It will also say the their refund of court fees, royalties, octroi dues and ground rents will touted. Copies of the pecifications, designs and drawings and estimated rather schedule rates and any other door ments, required in connection with the wall has peculiar to the purpose of identification, and the percentage of the purpose of identification, and the percentage of the purpose of identification, and the percentage of the purpose of identification.

- 2. In the event of the tender being substitute separately by each parthusely of of order than the signed on his behalf by a person holding him to do so.
- 3. Receipts for payments made on account/c a firm, shall also be signed by all the partners, exceedscribed 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 fin up the usual printed form, stating at what percentage above or below the rates specified in Schedule Bimemorandum showing items of work-to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimate 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 representives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in suitable form. In the even of a tender being accepted, the contractors shall for the purpose of indentification, sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money.
- The Officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.

SGP. KO. LOT GI 93-5 000-2 80\_TSS

79///

\$ 3 B. B. S. S.

Receipt No. ( ) 1999 dated & My / Offrom Government Treasury or

Sub-Treasury at in respect of the sum of Rs. † is herewith forwarded representing the earnest money [(a) the full value of fied in words and figures. which is to be absolutely forfeited to Government should - 1 not deposit

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

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].

(Witness) Seventy Six Lacs Nine Thousand \*\*Signature of contrac-\*\*\*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 ighture of the witness

Division (or his duly authousing Project/ HDA Hyderabad.

Dated the

day of

198 .

Conditios 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 securitis 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 tof.....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 endorseed as aforsaid any sum or sums which may have been deducted from, or raised by sale of his security dposit or any part thereof. The security deposit referrd to, whn paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly dsird 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.

Compensation for delay

EXECUTIVE ENGINEER Housing Project Const: Division-

- (a) to rescind the contract (of which rescision 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 tehms 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 contractor or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

Clause 4.—If the progress of any particular portion of the work is unsatisfactory executive Engineer shall, not withstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled progress of a to take action under clause 3 (b) after giving the contract 10 days' notice in writing; calar position. The contractor will have no claim for compensation for any loss sustained by him work in uns 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 exerciseable and the same shall not have been exercised, the non-exercise thereof shall not able to pay constitute a waiver of any of the conditions hereof and usch powers shall not the factors and usch powers. withstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Eexecutive 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 sion of or required 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 (Hi) G/19372/ rendera, i more për stenjar <del>të</del> na bishtoj

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

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 accuring 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.

Rs. 1,000 agreed to within, shall be vailed 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 Enginer-in-the discretion of the Engineer-in-charge. 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.

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 countersignature to the measurement list will be sufficient warrant and the Engineer-incharge 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 "ted forms. 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:

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. Government. 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-incharge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by himsor for, any wastage in or damage to any such materials.

supplied

Clause 13.—The contractor shall execute the whole and every part, of the works to be executed work in the most substantial and work-mangile manner and both has regards in accordance with the specifications lodged priders in strict accordance with the specifications lodged priders, etc. in the office of the Executive Engineer and initialled by the parties, the said specification, being a part of the contract. The contractor shall

MTRACTOR

Housing Project Const; Division-II

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 aricles complained of may have been inadvertantly 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. Schould 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 inspection. 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 have given to the contractor, either himself be present to receive orders instrutions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to

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 work is covered up. 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 greass land or cultivated ground continuous damage done, and for to the premises on which the work or any part thereof is being executed, or if mouths after certificate. 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-incharge, the contrictor shall make good the same at this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

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 plant, ladders scaffol-tackle, scaffolding and temporary work requisite of property for the plant, all scaffolding and temporary work requisite of property for the plant, all scaffolding and temporary work requisite of property for the plant of tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, which he is entitled to require together with carrage therefor, to and from the EXECUTIVE ENGINEER (Housing Project Const: Division H.D.A. Hyderaed

Housing Project Const: Division-II - H.D.A. Hyderaad \_\_\_\_

upon stand forfelted and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the contract or 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 Sum p. yable by way under any of these conditions shall be considered as a reasonable compensation to of compensation to be considered as reasonable to the actual loss or compensation with out reference to the actual loss or compensation with out. be applied to the use of Government without reference to the actual loss or compensation with out reference to actual loss. 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 constitufion of a firm shall be forthwith notified by the contractor to the Engineer-incharge for his information.

Changes in the cons-

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 Superintendirection of 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 Decision the powers delegated to him by Government under the Code rules then in force, to final. 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

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 ture work, or any part thereof or in making up any articles required therefor or in from 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-incharge will be debied 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.

American manufac-to be obtained 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 estimates. 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-incharge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Ciause 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 specification. 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 an 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 constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or pemanent and icc whether original, altered, substituted or additional.

Definition of work

EXECUTIVE ENGINEER . Housing Project Const. Division-Th

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Clause 45.—If any materials, such as stones metal bajri, sand etc., are required Cartificate for concess to be conveyed by rail, the contractors will be granted certificates by the from the Railway. 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.

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

Clause 47.—Any sum due to the Government by the contractor shall be Recovery of dues from contractor as arrears arrears. Land Revenue. liable for recovery 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 is forbidden. at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

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

Payment of Sales Tax

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

Government 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 commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfieted.

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 partly, 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

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.

Having Project Const: Division- II. Execution Box Briganets,

Division.

Agency:

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 32° (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.

o be paid for them shall be

Executive Engineer
Housing Project Constt: Div-II HDA

### MEMORANDUM

(a)General Description:

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

33500	Oasimanau nyo	CIGIOMA		
(b) (c)	Estimated Cost: Earnest Money 2%		Rs Rs	6366000/- 128000/-
(d)	Security Deposit (Including earnest money 10%		Rs	636000/-
(e)	Percentage if any to be deducted From bills (Rupees 8% percent	~	Rs	509200/-

(f) Time allowed for the work from

Date of written order to commence.

(6) Six Months

lay order No. 578) 94 date & 15/8/2011 Bs. 150004\_

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

4

### 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
S.NO.	TIEN DESCRIPTION	~~~			-
	The state of the s				
111111111111111111111111111111111111111					

CONTRACTOR

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.

Item No	Description.	Quantity		Rate	<u>Unit</u>	Am	ount
1	Excavation for pipeling true alignment and shoutting joints holes are Engineer in charge, particular traffong chain (30.50 m)	ape levelling of be nd disposal of surpl providing fence gua fic wherever requir	ds of trer us earth irds light ed, lift u	nches to cor within one of s flags and	rect level and grade, chain as directed by temporary crossings	90	1
	0'~5'	18914.31 cft	@ Rs.	1742.40	P.%o cft	Rs	32956
2	Excavation for pipelin and dressing sides to correct level and grad one chain as directed and temporary crossi (1.52 m) and lead upt	o true alignment an de, cutting joints he d by Engineer in ch ngs for non vehicu	nd shape oles and narge, pr lar traffic	levelling of disposal of oviding fend wherever r	beds of trenches to surplus earth within e guards lights flags equired, lift upto 5 ft	)   	
	-	÷.					
	0~5'	14185.73 cft	@ Rs.	2613.60	P.%o cft	Rs	37076
3	Excavation for pipelir and dressing sides to correct level and gra- one chain as directed and temporary crossi (1.52 m) and lead up	o true alignment ar de, cutting joints he d by Engineer in ch ings for non vehicu	id shape oles and narge, pr lar traffic	e levelling of disposal of oviding fend wherever r	f beds of trenches to f surplus earth within be guards lights flags required, lift upto 5 ft	) 1 5	
	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, 53 item No.21).	driving open timber	ing to tre	enches for d	epth 10ft.(PHES P-		**************************************
		13776.45 sft	@ Rs.	1980.35	P.% sft	Rs	272822
5	Providing and fixing/ feet.(PHES P-53 item		ering to t	renches for	depth upto 10		
		26000.00 sft	@ Rs.	3960.70	P.% sft	Rs	1029782

				107					
6	F	Providing and feet upto 20 fe	fixing/ dri et depth.	ving closed timber PHES P-53 item l	ing to tr No.20).	enches for d	lepth exceeding 1	0	
				5200.00 sft	@ Rs.	7921.50	P.% sft	Rs	411918
7	I	Bailing or purr concrete mas	iping out onary wo	sub soil water duri k in foundation.(P	ng exca HES P-	vation conci 52 item No	reting cost of situ , 18).		
				155400.22 cft	@ Rs.	139.60	P.% cft	Rs	216939
8		'B' and fixing	in trenche	ng RCC pipes of A es i/c cutting fitting ed pressure.(R.A.A	g and jo	inting with H	76 C-70 class-II v ubber ring i/c test	vall ing	X
		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		the hed of F	R.C.C (A	rushed Stone wit STM) pipe. Includ ge of Material upto	ding ret	nandling pre	sparing bed leve	der ling	
		52		10800.00 cft	@ Rs.	1569.79	P.cft	Rs	169537
1	0	Cement conding solution 18 Item No.5	reening a	n i/c placing com nd washing of sto	npacting one aggr	finishing a egate witho	nd curring comp ut shuttering. (GS	lete S-P-	
		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
1	1	Erection and partal wood.	removal (SORG F	of centering for R0 2-21 I-18b)	CC or pl	ain cement	concrete works fo	of .	
				660.00 sft	@ Rs	. 1405.75	P.% sft	Rs	9278
	12	labour for be of forms mo surface, ( i/o columns rafi position con	ending and oulds lifting screening ts, lintels aplete in	and material exer d binding ehich wil ng shuttering curi g and washing of and other structur all respects.(i) Ra t" gauge.(GS P-1	Il be paid ing rend shingle) ral mem itio (1:2:	d seperately lering and f .(a) R.C. wo bers laid in 4) 90 Lbs.	inis retes i/c aii finishing the expo ork in roofslab, be situ or precast la	osed ams id in	
				6296.88 cft	@ Rs	s. 114.00	P. cft	Rs	717844
	13	hending lavi	na in pos	steel reinforceme tion making joints ust from bars. Usi	and fas	tening i/c co	ist of binding wife	also	÷
				252.99 cwt	@ R	3. 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

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

#### CONDITIONS

- 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.
- Premium quoted by the contractor shall include the cost of carriage and difference cost of materials for which no separate payment will be made.
- 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.
- Crush, sand, bajri and stone blast etc to be used in the work, shall be obtained by the contractor from approved quarries.
- 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.
- No escalation in the cost of cement / steel or any other material / items due to enhancement of rates will be paid.
- 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.
- 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

M: W.

HDA, HYDERABAD

#### SCHEDULE B

#### MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

	Quantities	Quantities stimated but Item of work ay be more or less.		enders ra		Total amount	
No.	may be more or less.			5	In words	Valt	Fotal amount according to estimated quantities.
			R6.	Paisa.		Distriction (Colonial Colonial	
			of Charles				
				WELLOUGH			
				CONTROL BYTELSTONS			
			, Ng <sup>7</sup>	de Contractor de la con			
	China Series			Occupany			
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				AAA) Challespoorum	denudbane	ar November 1	50 <sub>10</sub>
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		etrycatic visit (see		TOTAL PROPERTY.		SCHOOL STATEMENT	24 a

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

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

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

Signature of Contractor)

(Signature of Houstage Brokers Edwisters J. Houstage Brokers Edwisters J. R.C.A. Hydersed

NO. A Secontinued on adding 1 shoets 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

PROVINCIAL/LOCAL GOVT/OTHER: Local Govt:

3. Title of Contract: Self Financing 4. Tender No:

Three (3) 5. BRIFE 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 contact) 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 SUCCESFUL BUILDER: M/S Siraj u Din Soomro

72/41 Hamid Plaza Saddar Hyd.

16. CONTRACT AWARD PRICE: Rs 6761517/-

17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1st, 2nd, 3rd Evaluation BID) (1st) M/S Sirai U Din Soomro

(2<sup>nd</sup>) M/S Shahiahan & Bros

(3rd) M/S Shabir Jamali

18. Method of Procurment Used

 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 suplliers 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)?

38. Special Conditions, If any N.A

Authorized Officer

EXECUTIVE ENGINEER

ROUSING PROJECT CONSTT. DIVISION-I)

M. D. A. HYDERASAD.

### **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

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 19.95% above Part-B Total	Rs 37205 // 370656/-/- 3889466/-/- 4 67601251-7/:	1 <sup>st</sup> Lowest	14.13% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros Part-A 20,75% above Part-B Total	Rs 374533/- 6910382/- 7284915/-	2 <sup>nd</sup> Lowest	22.99% above		
3	M/S Shabir Jamali Part-A 21.50% above Part-B Total	Rs 376859/- 6950405/- 7327264/-	3 <sup>rd</sup> Lowest	23.70% above		
4	M/S Royal Constt: Co Part-A 22% above Part-B Total	Rs 378410/- 5979516/- 7357926/-	4 <sup>th</sup> 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. BRIFE DESCRIPTION OF CONTRACT: P/L/J/T 12" Dia and 4" Dia P.E Pipe Line

along New NHW from Zaffar Housing

scheme to Marhaba City ZP-VI-A.

Forum that approved the Scheme: Director General HDA
 Tender Estimate Value: Rs 3660222/-

8. ENGINEER'S ESTIMATE

(foR civil works Only): Rs 3208000/-

9. Estimated Completion Period (as per contact) Six Months

10. Tender opened on (Date & Time) 15.08.2011 (12 Noon)

11 NUMBER OF TENDER DOCUMENTS COLD.

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 SUCCESFUL BUILDER: M/S Siraj U Din Soomro

72/41 Hamid Plaza Saddar Hyd.

16. CONTRACT AWARD PRICE: Rs 3660222/-

17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID) M/S Siraj U Din Soomro (1<sup>st</sup>)

M/S Shahjahan & Bros (2<sup>nd</sup>)

M/S Royal Constt: Co: (3<sup>rd</sup>)

18. Method of Procurment 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

Yes

The selected firm is not black listed?

36. Was visit made by any officer/official of procurment agency to the suplliers 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

DESCRIPTIVE ENGINERS

DESCRIPTIVE ENGINEES

DESCRIPTIVE ENGINEES



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

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 <sup>st</sup> Lowest	18.64% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros Part-A 19.95% above Part-B Total	Rs 368852/- 3326200/- 3695052/-	2 <sup>nd</sup> Lowest	19.76 % above		
3	M/S Royal Constt: Co Part-A 20,20% above Part-B Total	Rs 369621/- 3314573/- 3684194/-	3 <sup>rd</sup> Lowest	19.41% above		
4	M/S Shabir Jamali Part-A 20.15% above Part-B Total	Rs 369467/- 3347462/- 3716929/-	4 <sup>th</sup> Lowesr	20.47% above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account Housing Project HDA Project Director Housing Project HDA

Applicator General
Hydrobad Development Authority

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

NO:PD/HP/HDA/Estt://30.3 /2011, Hyderabad dated: /7-/0-30/

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-I 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.

PROJECT DIRECTOR HOUSING PROJECT HEAL

OFFICE OF THE EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD HYD.
NO.EE/HPCD-II/HDA/ 1/9 8/6

Hyderabad. Dated:

The Project Director, Housing Project HDA.

Hyderabad.

Subject:

B-I AGREEMET 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 (2-9) for necessary action. complete in all respect in favour of M/S Haji Sirajuddin Soomro is submitted herewith

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

G.Rs., W-P.D, Nos. 7938 of 6-4-35. FORM B-I 56-1 of 6-1-36, 1659- W of 27-9-37, PÚBLIC WORKS DEPARTMENT G.C.M.P. and M. Deptt. No. 383-P/37 of 0-11-37 (P.W.D.) No. 5-173, 2-W of 13-12-37 C. Rs. (P.W.D) No. 1038-1 of 22-2-39 12-10-44 and 2-5-44, 65q-W of 22-2-39 12-10-44 and 2-2-5-14, 65-W Division 1038/11-1 of 28-3-49, 5647-V/2 of 12-12-50 Percentage Rate Tender and Contract for works General Rules and Directions for you ordance of PAKISTAN Il All work proposed to be excel DISTAN Susann. KISTA PAKISTAN PAKISTA form of invitation to tender posted on Executive Engineer and signed by the This form will state the work to be mitting and opening tenders and the tithe amount of earnest money to be der the security deposit to be deposited by if any, to be deducted from bills. It wi royalties, octroi dues and ground rent; tions, designs and drawings and estimat. ments, required in connection with the Engineer for the purpose of identification by contractors at the office of the Exec-SPECIAL SPECIAL SPECIAL SPECIAL ADHESIVE SPECIAL ADHESIVE ADHESIVE ADHESIVE In the event of the tender beir separately by each partner thereof, or in the even or the austria it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. 3. Receipts for payments made on account/of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors from t described in their tender as a firm, in which case the receipt shall be signed in their Accounts Officer 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 shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to lender, 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. The Executive Engineer or his duly authorised Assistant shall open tender. in the presence of contractors who have submitted tenders or their representives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in suitable form. In the even of a tender being accepted, The contractors shall for the purpose of indentification, sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money. The Officer competent to dispose of the tender shall have; the right of rejecting all or any of the tenders. SGP. Rate-L (W) 0/193-5.000-7.80-TSS

dated /3. 8.2 [1 from Government Treasury or Receipt No. 9060 . in respect of the sum of Rs. Secto/2 Sub-Treasury at is herewith forwarded representing the earnest money [(a) the full value of fiel is words and figures. which is to be absolutely forfeited to Government should in not deposit Stylke out (a) if no each recurity deposit is to taken.

the fell-amount of security deposit specified in the above memorandum, in the said on it incordance with Clause 1(A) of the said conditions, otherwise the said sum of any cach accurity deposits.

Shall be retained by Government on account of such security to be taken, deposit as aforesaid or  $\lceil (b) \rceil$  the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions.

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Sail In M. 3660 2226 Chypus Chiff his The The has been supposed by me on behalf of the Government of Winds of Winds and Specification's signature.

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

Executive EngineROJECT DIRECTOR of the

Division (or his duly authorise Dasis Hyrlerabad.

Dated the

day of

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Condition of Contracts

Clause 1.—The Persons whose tender may be accepted (hereinafter called the accepted 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 securitis 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 the contractor for work done under the contract to make up the full amount of the contractor for work done under the contract to make up the full amount of the contractor for work done under the contract to make up the full amount of the contractor for work done under the contract to make up the full amount of the contractor for work done under the contract to make up the full amount of the contractor of the contract may be deducted 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 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 Covernment securities endorseed as aforsaid any sum or sums which may have been deducted from, or raised by sale of his security dposit or any part thereof. The security deposit referred to, who paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly daird 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 aiready accepted shall he 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. Hyderaad

Compensation for datage

(a) to rescind the contract (of which rescision notice in writing to the conractor 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 he certificate of the Executive Engineer, as to the value of the work done shall be and 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 tomplete it, in which case any expenses which may be incurred in excess of the and which would have been paid to the original contractor if the whole work had seen executed by him (as to the amount of which excess expenses the certificates as 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 im by Government under the contractor or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive ingineer, the contractor shall have no claim to compensation for any loss instained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made chy advances on account of, or with It view to the execution of the work or the performance of the contract. And in buse the contract shall be rescinded under the provision aforesaid, the contract shall not be entitled to recover to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer thall 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 o certified.

Claure 4.—If the progress of any particular portion of the work is unsatisately executive Engineer shall, not withstanding that the general progress of betory executive Engineer shall, not withstanding that the general progress of Action when the line work is in accordance with the conditions mentioned in clause 2, be entitled progress of any partitude notion under clause 3 (b) after giving the contract 10 days' notice in writing, work in untatisfactory. The postpactor will have no claim for compensation for any loss energined by the The contractor will have no claim for compensation for any loss sustained by him bwing to such action.

Charse 5.—In any case in which any of the powers conferred upon the likecutive Engineer by the clause 3 and 4 thereof shall have become exerciseable and the same shall not have been exercised, the non-exercise thereof shall not able to pay constitute a waiver of any of the conditions hereof and usch powers shall not lies if action under clauses withstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to buy compensation amounting to the whole of his security deposit and the liability the contractor for past and future compensation shall remain profession.

the contractor for past and future compensation shall remain unaffected. In e event of the Eexecutive Engineer taking action under sub-clause (a) or (c) of chanse 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 mercol, paying or allowing for the same in account at the contract power to take possession, or in the case of contract not being applicable, at current market rates, to sion of or sell be certified by the Eexcutive Engineer whose certificate thereof shall be final. contractor's plant.

In the alternative the Executive Engineer may, after giving notice in writing to or any part thereof, paying or allowing for the same in account at the contract 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 under clauses 3 and 4,

EXECUTIVE ENGINEER [Housing Project Const: Division- ] HayLD.A. Hyderaed

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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 accuring 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.

As a completed to be at the discretion of In cases where the items of work are not accepted as so completed the Enginer-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.

Engineer-in-chargo,

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

Bill to be submitted

Clause II.—The contractor shall submit all bills on the printed forms to be nills to be on prihad 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

Clause 12.-If the specification or estimate of the work provides for the use store of any special description of materials to be supplied from the store of the P.W.D. Government. 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 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 simplied to him as aforesaid but remaining unused by him or for, any making in or damage to any such materials. wastage in or damage to any such materials-

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

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

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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 aricles complained of may have been inadvertantly 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. Schould 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 inspection. 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 instrutions, or have a responsible agent duly accredited in writing present for that purpose, Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Write to be oven to

I Clause 19.—The contractor shall give not less than five days notice in William to the Engineer-in-charge or his subordinate-in-charge of the work before before work is covered up. 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 of 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 measuresignt 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, njure, or destroy any part of a building in which they may be working or any to the premises on which the work or any part thereof is being executed, or if inonths after certificate, while it is in progress from any cause that the core is any imperfections become apparent in it within three cast. whatever or if any imperiections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-harge, the contrictor shall make good the same at this own expense, or in default he 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 e final) from any sums that may then be due or may thereafter become due to 1- he Edeter- he 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 ich special material, if any, as may in accordance with the contract, be supplied plant, ladders, sentionally small on the P.W.D. Stores, plant, tools, appliances, implements, ladders, cordage ckie, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether into work in the specification, or other documents, forming part of the supplied plant, ladders, sentionally and the specification, or other documents, forming part of the supplied plant, ladders, sentionally and the specification, or other documents, forming part of the supplied plant, ladders, sentionally and the specification, or other documents. io wood the former to in these conditions or other documents, forming part of the contract of pded charges satisfying or complying with the requirements of the Engineer-in-charge as to satisfy, or hich he is entitled to require together with carrage therefore the satisfied or require together with carrage therefore to the satisfied, or or hich he is entitled to require together with carrage therefor, to and from the

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

Clause 27,0-All sums payable by a contractor by way-of compensation of compensation to be applied to the use of Government without reference to the actual loss or compensation without reference to the actual loss or compensation without reference to the actual loss or compensation with our reference to actual loss.

Sum P, yable by way

Clause 23.-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-innotified.

Changes In the cont-ution of firm to be

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 Superintend-direction ing Engineer of the Circle for the time being who shall be entitled to direct at what dies Engineer. point or points and in what manner they are to be commenced, and from time to time carried on,

Works to be under rection of Superinten-

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, be final, 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, specifleations, 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

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 or American manufacture which may be required for the or American manufacture work, or any part thereof or in making up any articles required therefor or in from Government. 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-incharge will be debied 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 estimates. 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-incharge 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 specifleation as is mentioned in Rule I such work shall be carried out in accordance specification 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 constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or pemanent and

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whether original, altered, substituted or additional.

Clause 45.—if any materials, such as stones metal bajti, sand etc., are required Stonary freight charges to be conveyed by rail, the contractors will be granted certificates by the from the Rallway. 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.

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

Clause Any sum due to the Government by the contractor shall be Recovery of disertom contractor as arrears limble for recovery as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partners, restaurable of M-L-A.S. ship with me and that Government will have the right to terminate the contract is forbidden. at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

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

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

Interest Government activent 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 carnest money shall be forfieted.

When the sanctioning authority for the tender is:-

Executing Engineer.

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 partly, 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 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 virio 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. Gircula Celtions liemorandum No. 1006-1 dated 21-2-1950 wherein the responsibility of getting

demoral in he tender checked efficiently is placed on me.

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EXECUTIVE ENGINEER Housing Project Const. Division-II Exception Hyderacker,

Division.

2110 lont rack

M/3 Lan God y-m di goom on.

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 1 9.65 above part -B & Quale -el Papercent Below/ Above as per rates entered in schedula "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.

Executive Engineer Housing Project Constt: Div-II HDA

(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. 3000000/-

Estimated Cost: 60000/-Rs Earnest Money 2% (c) Security Deposit 300000/-Rs (d) (Including earnest money 10% Percentage if any to be deducted 240000/-Rs From bills (Rupees 8% percent Time allowed for the work from (6) Six Months Date of written order to commence. (f)

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.

#### schipping b.

MESIORANDUM SHOWING ITEMS OF WORK TO THE CARRIED OUT.

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Note: 1.—All work shall be carried out as per Public Works Departments Hend-book and other specifications of the Spiritshup, are ask directed.

Note: 2.—All the balloons in the Schedule should be filled in, in ink and the total of the entries in the last commensuals be struck by the entries in the last commensuals.

Note: 1.—Rates maked include clearance of site (prior to commensument of work and a last clearance of the moisture, Weather, etc.

(Signal FX SCOTIVE ENGINEER Housing Revest Const. Division-II H.D.A. Hyderaso

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## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

NAME OF THE ORGANIZATION/DEPTT:

**Hyderabad Development Authority** 

2. PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. BRIFE 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 SUCCESFUL BUILDER: M/S Siraj-u-Din Soomro

72/41 Hamid Plaza Saddar Hyd.

10. CONTRACT AWARD PRICE:

Rs 14472173/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID)

M/S Siraj-u-Din Soomro

(1st)

M/S Shahjahan & Brothers

(2<sup>nd</sup>)

M/S Shabir Jamali

(3<sup>rd</sup>)

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)

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/-	1st Lowest	Bieng 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 <sup>nd</sup> Lowest		21.45% above
3	M/S Shabir Jamali Part-A Part-B Total	19.85% above	722065/- 14196953/- 14919018/-	3rd Lowest	and the second s	21.51% above

HPCD-II HDA

Deputy Director Audit & Account

Housing Project HDA

Project Director

Housing Project HDA

### SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

NAME OF THE ORGANIZATION/DEPTT:

**Hyderabad Development Authority** 

2. PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 12" dia Water Supply Line from Massu Bhurgri Road Near Bismillah Park New Hyderabad City upto Professional Cooperative 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 SUCCESFUL BUILDER: M/S Siraj-u-Din Soomro

72/41 Hamid Plaza Saddar Hyd.

10. CONTRACT AWARD PRICE:

Rs 9037859/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Siraj-u-Din Soomro

(1<sup>st</sup>)

M/S Shahjahan & Brothers

(2<sup>nd</sup>)

M/S Shabir Jamali

(3<sup>rd</sup>)

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

#### 13. ADVERTISEMENT

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)

NIT No: EE/HPCD-II/HDA/1370/11 27.07.2011 Dated:

Date of issue from 1st publication 15.08.2011

Date of opening

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/-

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

HPCD-II HDA

Deputy Director Audit & Account

Housing Project HDA

roject Director Housing Project HDA

### **INDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

### CONTRACT EVALUATION FORM

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

NAME OF THE ORGANIZATION/DEPTT:

**Hyderabad Development Authority** 

2. PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. BRIFE 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 SUCCESFUL BUILDER: M/S Siraj-u-Din Soomro

72/41 Hamid Plaza Saddar Hyd.

10. CONTRACT AWARD PRICE:

Rs 3660222/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID)

M/S Siraj-u-Din Soomro

(1<sup>st</sup>)

M/S Shahjahan & Brothers

(2<sup>nd</sup>)

M/S Royal Constt: 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

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)

NIT No: EE/HPCD-11/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/-

3088130/:

Total Rs

385130/-

S.N	NAME OF AGENCY	RATE	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate COst
201		QUOTED			Bieng Lowest In	18.64% above
1	M/S Siraj-Din Soomro Part-A Part-B	19.65% above	367930/- 3292292/- 3660222/-	L*Lowest	Competition, hence Accepted	19.76% above
	Total		3000222			(3.7070 abo
2	M/S Shahjahan & Bros Part-A Part-B Total	19.95% above	368852/- 3326200/- 3695052/-	2 <sup>nd</sup> Lowest		19.41% above
3	M/S Royal Constt: Co Part-A Part-B Total	20.20% above	369621/- 3314573/- 3684194/-	3 <sup>rd</sup> Lowest		20.47% above
4	The second secon	20.15% above	369467/- 3347462/- 3716929/-	4th Lowest		

utive Engineer HPCD-II HDA

Deputy Director

Audit & Account Housing Project HDA Project Director

Housing Project HDA

### SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

NAME OF THE ORGANIZATION/DEPTT:

**Hyderabad Development Authority** 

2. PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 16" dia water Supply line from hala Naka Filter plant to intercoonnection 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 SUCCESFUL BUILDER: M/S Siraj-u-Din Soomro

72/41 Hamid Plaza Saddar Hyd.

10. CONTRACT AWARD PRICE:

Rs 6761517/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Siraj-u-Din Soomro

(1st)

M/S Shahjahan & Brothers

(2<sup>nd</sup>)

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

Vac

INF/KRY/2644/11 & 2699/11

(If Yes, give name of newspapers and dates)

NIT No: EE/HPCD-II/HDA/1368/11
Dated: 23.07.2011
Date of issue from 1<sup>st</sup> 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/-

AC #80994 550046500000

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	37205/ 370656/- 6389466/- 6464122/-7	1 <sup>st</sup> 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 <sup>rd</sup> Lowest		23.70% above
3	M/S Shabir Jamali Part-A Part-B Total	21.50% above	376859/- 6950405/- 7327264/-	3 <sup>rd</sup> Lowest		24.22% above
4	M/S Royal Constt: Co Part-A Part-B Total	22% above	378410/- 5979516/- 7357926/-	4th Lowest		24,2270 00010

Executive Engineer HPCD-II HDA Deputy Director Audit & Account Housing Project HDA Project Director Housing Project HDA

Director General
Hyderabod 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**

 NAME OF THE ORGANIZATION/DEPTT: 2. PROVINCIAL/LOCAL GOVT/OTHER: Hyderabad Development Authority 3. BRIFE DESCRIPTION OF CONTRACT: Local Govt: P/L/J/T 24" dia RCC ASTM Sewer at Jamshoro Road near Bye Pass Road

4. ENGINEER'S ESTIMATE Qasimabad Hyderabad Zonal Plan-III. (foR civil works Only):

5. NUMBER OF TENDER DOCUMENTS SOLD Rs 7442000/-(attach list of buyers): Three

6. NUMBER OF BIDS RECEIVED:

7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: Three

(Enclose a copy):

9. NAME AND ADDRESS OF THE SUCCESFUL BUILDER: M/S Sultan Muhammad Khan Shop No 21-22 Hilal Market

10. CONTRACT AWARD PRICE: Mirpurkhas. 11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID) M/S Sultan Muhammad Khan (1st) M/S Qasim Khan

(2<sup>nd</sup>)

12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Director General HDA vide No: (3rd) HDA/DTS/HP/DB/3413/11 dated 23.08.2011

13. ADVERTISEMENT

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

News Papers ii) 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.

arwork:-

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

mate:

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

Estimated Cost:-

Schedule Item:-

Non Schedule:-

Cartage:-D/Cost of Steel:-Diff Cost of Cement:-

Total

Rs. 5636024

Rs. 169537 Rs. 114975 Rs. 303140

Rs. 141330 Rs. 6365006

S.No.	Name of Agency	Rate Quoted	Amount	Ranking in Term of Cost	Comparision 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	4.4	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

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PROJECT DIRECTOR Housing Project HDA Hyderabad.

Director General
Hyderabad Development Authority

(3) A

### 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. BRIFE 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 SUCCESFUL BUILDER: M/S Shabir Ahmed Jamali

H-No B, Jamali Muhalla Talhar Distt:

Badin.

10. CONTRACT AWARD PRICE:

Rs 11400982/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1st, 2nd, 3rd Evaluation BID)

M/S Shabir Ahmed Jamali

(1st)

M/S Shafqat Ali

(2<sup>nd</sup>)

M/S Siraj Soomro

(3<sup>rd</sup>)

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)

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  Diff: Cost of Bitumen  Diff: Cost of Bricks  Total	19.98% above	8649527/- 2719319/- 32136/- 11400982/-	1 <sup>rd</sup> Lowest	Bieng Lowest In Competition, hence Accepted	14.46% above
2	M/S Shafqat Ali Diff: Cost of Bitumen Diff: Cost of Bricks Total	22.12% above	8803803/- 2719319/- 32136/- 11555258/-	2 <sup>nd</sup> Lowest		16% above
1	M/S Siraj Soomro  Diff: Cost of Bitumen Diff: Cost of Bricks Total	23% above	8867243/- 2719319/- 32136/- 11618698/-	3rd Lowest		16.64% above

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account

Housing Project HDA

Project Director

Housing Project HDA