## 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** 

PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. Title of Contract:

Self Financing

4. Tender No:

I.D No 4406/11 Dated 21.5.2011

5. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 3" & 4" Dia PVC Water Supply Line

at D-Block North Qasimabad.

6. Forum that approved the Scheme:

**Director General HDA** 

Tender Estimate Value:

Rs 660193/-

8 FNGINEER'S ESTIMATE

(foR civil works Only):

Rs 515800/- Approved By P.D HP HDA vide No: PD/HP/HDA/DB/931 dated 27.4.2011

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

10. Tender opened on (Date & Time)

12.08.2011 (11 A.M)

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 Shahid & Bros

B.No D-275 Phase-II Qasimabad

Hyderabad

16. CONTRACT AWARD PRICE:

Rs 660193/-

17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

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

M/S Shahid & Bros

(1st)

M/S Ali Hassan Jatoi

(2<sup>nd</sup>)

M/S Abdul Nizam

(3rd)

18. Method of Procurment Used

a) Single Stage-One Envelope Procedure Local

b) Single Stage-Two Envelope Procedure

d) Two Stage-Two Envelope Bidding Procedure -APPROVING AUTHORITY FOR AWARD OF CONTRACT: Approved By P.D HP HDA vide No: PD/HP/HDA/DB/1021/11 dated 22.8.11 19. Whether the Procurment was included in Annual Procurement Plan Yes 20. ADVERTISEMENT i) SPPRA Website Yes SPPRA I.D 4406/11 (If Yes, give date and SPPRA Identification No.) Dated 21.05.2011 ii) **News Papers** Yes INF/KRY/1822/11 & 2672/11 (If Yes, give name of newspapers and dates) 21. Nature of Contact Local 22. Whether qualification critaria was included In bidding/Tender Documents? No 23. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? No 24. Whether approval of computent Authority Was Obtained for using a method for Using a method other than open compitative Bidding. N.A 25. Was Bid Security Obtained from all Bidders? Yes 26. Whether the Succesful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) N.A 27. Whether the Succesful bidder tehnically Complaint. No 28. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? Yes 29. Whether Evaluation report given to bidders Before the award of contract. Yes 30. Any complaints received? No 31. Any Deviation from specifications given In the tender notice/documents? No 32. Was the extension made in response time? No 33. Deviation from qualification area? No 34. Was it assured by procurment Agency that

c) Two Stage-Bidding Procedure

The selected firm is not black listed?

Yes

35. 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

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

37. Special Conditions, If any

N.A

M. 11:2 Authorized Officer NEER BOUSING PROJECT CONSTT: DIVISION-SE

H.D.A. HYDERABAD

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

NO:PD/HP/HDA/Estt:/ /3/2 /2011, Hyderabad dated: /7-/0-2011

To,

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

SUBJECT: P/L/J & TESTING 4", 3" DIA PVC WATER SUPPLY PIPE LINE AT

D-BLOCK NORTH QASIMABAD PHASE-II.

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1466, dated: 09.09.2011.

The B-I agreement for the subject work in favour of M/s Shahid and Brothers,, Government Contractor, is returned herewith duly sanctioned for Rs.6,60,193/- (Rupees Six Lacs Sixty Thousand One Hundred Ninety Three). An attested photocopy of the sanctioned agreement may be submitted to this office record.

PROJECT DIRECTOR HOUSING PROJECT HIDA HYDERABAD SINDI OFFICE OF THE EXECUTIVE ENGINEER HPCD-II,HDA QASIMABAD HYD.

NO.EE/HPCD-II/HDA/ 1966

Hyderabad. Dated: 9/9 /201

102 To, Dell

The Project Director, Housing Project HDA. Hyderabad.

Subject:

B-I AGREEMET FOR THE WORK P/L/J/T 4", 3" DIA PVC WATER SUPPLY PIPE LINE AT D / BLOCK NORTH OASIMABAD PHASE-II.

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

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

G.Rs., W.P.D., Nos. 7938 of 6-4-35, 1931 FORM, B-L. 1931 FORM, B-L. 1932 of 6-4-35, 1932 of 7-25 of 6-4-35, 1932 of 7-25 of 6-4-35, 1932 of 6-18-12-37 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 OF 22-2-39 12-10-46 and 2-2-5-44, 65-W OF 22-2-39 12-10-46 and 2-2-5-44, 65-W OF 22-2-39 12-10-46 and 2-2-5-48 of 2-12-50 Percentage Rate Tender and Contract General Poller and District Contract and Con General Rules and Directions for the Guidance of Contractors R. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board, hung up and the office of the Executive Engineer and signed by the Executive Engineer. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether retund of quarry fees, abovalties; octroi dues and ground rents will granted. Copies of the specifications designs and drawings and estimated rates schedule rates and any other documents, required in connection with, the work shall be signed, by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours. 2. In the event of the tender being sammitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding approved of attorney authorizing him to do so. 3. Receipts for payments made on account/of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a first in which case the receipt shall be signed in the name of the first by one of the partners by some other persons having authority to give effectively receipts for the them. 4. Any person was PAKISTAN ... MKISTAL PAKISTAN memorandum showing it. take the work. Only be framed. Tenders, w work, or which contain printed form of tender's contractors wish to tend tender for each. Tende 200 E 以用金 they refer written outsid-SPECIAL ADHESIVE SPECIAL SPECIAL ADHESIVE SPECIAL ADHESIVE 5. The Executive E in the presence of contractors who have submitted renuers of unen reprewho 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 wilden being accepted, the contractors shall for the purpose of indentification, sign consequences 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 ato 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 ecting all or any of the tenders of

Receipt No. dated fif and from Government Treasury or Sub-Treasury at in respect of the sum of Rsigt (- 1887) - 7: 8 Amount to be speci-

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

the full amount of security deposit specified in the above memorandum, in strike out (b) it accordance with Clause 1(A) of the said conditions, otherwise the said sum of any cash security deposit. Shall be retained by Government on account of such security sit is to be taken. deposit as aforesaid or [(b) the full value of which shall be retained by Government. ment on account of the security deposit specified in clause 1 (B) of the conditions].

\*\*Signature of contrac-tor before sub-mission of \*\*\*Signature of witness to contenctor's signature, (2) 安全的成为为

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

\*Signature of the officer accepted,

Division (or his duly authorisd Assistant).

day of

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 (it 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 time for work done under the contract to deduct such sum as will (with the earnest money). nim 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:

Dercent 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 inder the contract to make up the full amount of the contractor for work done inder the contract to make up the full amount of 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 such or sums which may have been deducted from or raised by sale of his security doosit 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. expressly daird this in writing

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

MALIAS ENGINEES Trousing Project Coast: Ulvision-II ALD, A. Hyderand

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

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

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

In the event of any of the above courses being adopted by the Executive nymeer, the contractor shall have no claim to compensation for any loss stained by him by reason of his having purchased or procured any materials, r entered into any engagements, or made any advances on account of, or with view to the execution of the work of the performance of the contract. And in the contract shall be rescinded under the provision aforesaid, the contract hall 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 hall liave certified in writing the performance of such work and the amount dyable in respect thereof, and he shall only be entitled to be paid the amount

Clause 4.—If the progress of any particular portion of the work is unsatisactory executive Engineer shall, not withstanding that the general progress of Action when work is in accordance with the conditions mentioned in clause 2, be entitled progress of a co-take action under clause 3 (b) after giving the contract 10 days' notice in writing 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 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 to 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 for any part thereof, paying or allowing for the same in account at the contract power to trates, or in the case of contract not being applicable, at current market rates, to simply the 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 nother authorised, agent because him to remove such tools, plant, materials, or stores from the premises with a time to be specified in such notice; and in the events of the contractor stang to comply with any such requisitions the Executive Engineer may remove hem 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 mainten as to the expense of any such removal and the amount, of the proceeds pense of and such sale shall be final and conclusive against the contractor if Van da kanga randa in kangangan an ka

Power to take posses-

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conjugate 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 partithereof 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.

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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- 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.

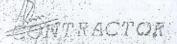
Bill to be submitted

Clause 11.—The contractor shall submit all bills on the printed forms to be bad 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 works works were and the second secon

met wolf old to 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 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 time as aforesaid but remaining unused by him or for any, wastage in or damage to any such materials. Signification (mis) it shall be saigned to st

supplied

Clause 13 - The contractor shall execute the whole and every partition the Clause 13—The contractor shall execute the whole and every part mof) the works to be executed for in the most substantial and work manifelike manner and both has regards in secondance with the specifications logged orders, etc. With office of the Executive Engineer and initialled by other particulation was a specification being a part of the contract. The contractor shall



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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 works to 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 he usual working hours, and at all other times at which reasonable notice of the interior 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 pursible agent to be present. 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 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 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 "Howance 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, 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 to the premises on which the work or any part thereof is being executed, or if months 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;

Contractor liable for

Clause 21.—The contractor shall supply at his own cost all material (except nch special material, if any, as may in accordance with the contract, be supplied plant, from the P.W.D. Stores), plant tools, appliances, implements, ladders, cordage make scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether inchiefed 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 analyzing or complying with the requirements of the Engineer-in-charge as to matterness to which under these conditions he is entitled to be satisfied, or news entitled to require together with carrage therefor, to and from the

Contractor to supply

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

oppon stand forfened and be absolutely at the disposal of Government and aber of 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. this this tractor

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Clause 27.-All sums payable by a contractor by way of compensation 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 damage sustained, and whether any damage has or has not been sustained.

Sum Divable by reference to actual loss

Clause 28.—In the case of a tender by partners any change in the constitu-Mon 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 Superintend-direction of Superinten ing 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 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 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 Engineer

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the 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.

Stores European American manufac-to be obtained Government.

Clause 32.—When the estimate on which a fender is made includes lump stims 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.

stims

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance 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. 1971

where

Clause 34.—The expression "works" or "work" where used in these condiions shall, unless there be something in the subject of context repugnant to not construction, be constructed to mean the work or works contracted to be xecuted under or in virtue of the contract, whether temporary or memanent and whether original, altered, substituted or additional.

Definition of

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

Lingineer-in-charge of the work to the effect that the materials are required for Government or some 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 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 diseffrom contractor as arrears of Land Revenue. liable for recovery as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partner-Partnership 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 livied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sales Tay

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

Interest Share Government servant in the work.

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

When the sanctioning authority for the tender is: -

Executing Engineer.

Superintending Engineer,

Chief Engineer.

Government.

factor.

One month.

Two months.

Three months.

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 orders issued vide Government B.W.D. circular Memo No. 1015/W dated) 49-1937 and subsequent orders issued in this connection.

Divisional Accountants

Certified that I have noted the confent of Government. P.W.D. Carolian demorandum No. 1006-1 dated 21-2-1950 wherein the responsibility of getting le fender checked efficiently is placed on me.

> Extended Engineer, Routing Project Const. Division- it. H.D. Byderaad Executive Engineer, Division.

#### TENDER FOR WORK

AGENCY:	MIS	Shokid a Bother	
AGENCY:	1 1	By a many of the formal	

I/We hereby tender for the execution for the government of West Pakistan (here in before and here in after referred to as "Government" ) of the work specified in the written memorandum with in the time specified in such memorandum at percent below/ above as per rates entered in Schedule-"B" ( memorandum showing frem of work to be carried out and in accordance

In all respects with the specification, design, drawing, and instructions in writing reffered 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 here to.

HOUSING (P) CONSTT: DIV-II H.D.A HYDERBAD

#### MEMORANDUM

(a) General Description:

P/L/J/T 4" & 3" DIA PVC WATER SUPPLY LINE AT "D" BLOCK NORTH QASIMABAD PHASE-II

(b) Estimate Cost:

Rs. 500,000/-

(c) Earnest Money 2%

Rs. 10,000/-

(d) Security Deposit

(Including carnest money 10%)

Rs. 40,000/-

(e) Percentage if any deducted from bills Rs.8% Percent

Rs. 50,000/-

(f) Time allowed for the work from date of written order to commence (2 Months).

Call Deposit No: CDR 12-637 Bated: 8/6/2011 Rs. 10325

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

(CONTRACTOR)

### SCHEDULE - A

NAME OF WORK:

P/L/J/T 4" & 3" DIA PVC WATER SUPPLY PIPE LINE AT "D" BLOCK NORTH QASIMABAD PHASE-II

S.NO.	ITEM	QTTY:	RATE:	UNIT:	AMOUNT:
			:: NIL ::::::::	*********	
					1140
				/	20/

CONTRACTOR

HOUSING PROJECT CONSTT: DIVN-II
H.D.A HYDERABAD.

#### SCHEDULE - B

NAME OFWORK:

P/L/J/T 4" & 3" DIA PVC WATER SUPPLY PIPE LINE AT "D" BLOCK NORTH QASIMABAD PHASE-II

S. NO. DESCRIPTION. QTY. RATE. UNIT AMOUNT

T/I Dismantling and removing road melting.

2250.00 Cft @ Rs. 290.40 P.% Cft. Rs: 6534/=

T/2 Excavation for pipelines in trenches and pits in soft soil i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights f lags and temporary crossings ...... Upto one chain.

6900.00 Cft @ Rs. 1742/40 P.%o Cft. Rs: 12023/=

Excavation for pipelines in trenches and pits in wet soils clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift up to 5 ft. (1.52 m) and lead up to one chain (30.50 m) (PHE SOR: P-48 item No.14).

6900.00Cft @ Rs. 2613/60 P.%o Cft. Rs: 18034/-

Excavation for pipelines in trenches and pits in slushy daldaly soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift up to 5 ft. (1.52 m) and lead up to one chain (30.50 m) (PHE SOR: P-49 item No.15).

10350.0 Cft @ Rs. 5082/- P.%o Cft. Rs: 52599/=

T/5 Providing & Fixing / Driving open Timbering to Trenches for depth upto 10 feet.

2800.0 Sft @ Rs. 1980/35 P.% Sft. Rs: 55449/-

T/6 Bailing or pumping out sub soil water during excavation concreting cost of situ concrete masonary work in foundation. (PHE P-52 item No. 18) Takae (2) lines Qtty of Item No:T/3 20700.00 Cft @ Rs.139.60 P.% Cft Rs.28897/-17/7 Supplying and spreading pit sand cushion in trenches/pits leveling of beds to correct level and degree etc complete. 10350.00 Cft @ Rs. 520/40 P.% Cft. Rs.53861/-T/8 Providing PVC pressure pipe of class 'B' i/c fixing in trench cutting, fitting and jointing and testing with water upto required head etc complete in all respect. 3"Dia 2300.00 Rft @ Rs. 69.05 P. Rft. Rs. 158815/-4"Dia 460.00 Rft @ Rs. 104/35 P. Rft. Rs. 48001/-179 C.I Sluice valve heavy pattern (Test pressure 21 Kg/Sq cm Or 300 lbs/Sq inch). Imported.(S/I) 4"Dia 1 Nos. @Rs. 1200/- Each Rs.1200/-3" Dia 6 Nos. @Rs. 850/-Each Rs.5100/-T/10 S/C.I Specials fittings for PVC pressure pipe. CI TAIL PIECES (i) 3"Dia 18.Nos @Rs.300/-Each Rs.5400/ -(ii) 4" Dia 15Nos @Rs.375/-Each Rs.5625/ -TEE FLANGED (i) 3"Dia 06.Nos @Rs.785/- Each Rs.4710/-BEND / FLANGED ANY DIA (i) 3"Dia 5.Nos @Rs.550/-Each Rs.2750/-

@Rs.160/- Each

Rs.640/-

END PLUG (i) 3"Dia

4.Nos

## CONDITIONS

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

HOUSING (P) CONSTT: DIV-II H.D.A HYDERBAD

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

	Quantities estimated but may be more or less.	Item of work	Tenders	rates		Total amount
No.	may be more or less.		In figures	In words	Buit	Total amount according to estimated quantities.
			Rs. Pring.			Transferred on the Principle of the Prin
	A CONTRACTOR OF THE CONTRACTOR			- Control of the Cont		
Andrew Service	THE PARTY AND THE PARTY	A CONTRACTOR AND A CONT	The state of the s	MINISTRAL AND COMPANY OF THE PARTY OF THE PA		
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Season selection statement of the selection of the select	edice medital tendera and particular and property and property.	October 1995 Service S	EMATERS TEXTRES COLONICADES TO THE PROPERTY.	Control (Section)	Carlo Commence Commen	
Province the property of the second s	delikaniyya aliyeriyan iqoo joo gagaaliy borindan	надына менения пределяться применя на дажения подателя на дажения подателя на дажения на дажения на дажения на	OF BEHAVIORE AND AUTOMORATION OF THE STATE O	ROLL MANUEL PERSONNELLE PERSONNEL	els or inverse or inverse construction of the	

Wate 1. All work shall be carried out as per Public Works Departments Hand-book and other specifications of the

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 struckably the contractor under his signature.

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

EXECUTIVE ENGINEER
(Signature of Executive Habitate) Assistant dEngineer.

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:

I.D No 4406/11 Dated 21.5.2011

5. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 4" Dia Water Supply Line In Sumera Bunglaows Zonal Plan-III

Qasimabad Hyderabad

6. Forum that approved the Scheme:

Director General HDA

7. Tender Estimate Value:

Rs 551604/-

8. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 455000/- Approved By P.D HP HDA vide

No: PD/HP/HDA/DB/931 dated 27.4.2011

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

10. Tender opened on (Date & Time)

12.08.2011 (11 A.M)

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 Abdul Nizam

Pathan Goth Jamshoro Road Hyd.

16. CONTRACT AWARD PRICE:

Rs 551604/-

17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

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

M/S Abdul Nizam

(1st)

M/S Sultan M.Khan

(2<sup>nd</sup>)

M/S Agha Fateh.Muhammad

(3rd)

18. Method of Procurment Used

a) Single Stage-One Envelope Procedure

Local

b) Single Stage-Two Envelope Procedure

	b)	Single Stage-Two Envelope Procedure	155	
	c)	Two Stage-Bidding Procedure	-	
	d)	Two Stage-Two Envelope Bidding Proced	dure -	
	ΑP	PROVING AUTHORITY FOR AWARD OF CO	NTRACT: A	pproved By P.D HP HDA vide
		No:	PD/HP/HD	A/DB/1021/11 dated 22.8.11
19.	Wł	nether the Procurment was included in		
	An	nual Procurement Plan	Yes	
20.	AD	VERTISEMENT		
	i)	SPPRA Website	Yes	SPPRA I.D 4406/11
		(If Yes, give date and SPPRA Identific	ation No.)	Dated 21.05.2011
	ii)	News Papers	Yes	INF/KRY/1822/11 & 2672/11
		(If Yes, give name of newspapers and	d dates)	
21.	Na	ture of Contact	Local	
22.	W	hether qualification critaria was included		
	In I	bidding/Tender Documents?	No	
23.	W	hether Bid Evaluation Criteria was		
	Inc	cluded in bidding/Tender Documents?	No	
24.	W	hether approval of computent Authority		
	Wa	as Obtained for using a method for Using		
	a n	nethod other than open compitative		
	Bio	dding.	N.A	
25.	Wa	as Bid Security Obtained from all Bidders?	Yes	
26.	W	hether the Succesful bid was lowest		
	Eva	aluated bid/Best Evaluated Bid? (In Case		
	Of	Consultancies)	N.A	
27.	W	hether the Succesful bidder tehnically		
	Co	mplaint.	No	
28.	W	hether the Names of Bidder and their		
	qu	oted prices were read out at the time of		
	ор	ening bids?	Yes	
29.	W	hether Evaluation report given to bidders		
	Ве	fore the award of contract.	Yes	
30.	An	y complaints received?	No	
31.	An	y Deviation from specifications given		
	In:	the tender notice/documents?	No	
32.	Wa	as the extension made in response time?	No	
33.	De	viation from qualification area?	No	

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

35. 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

36. Were proper safegaurds provided on mobilation advance payment in the contract, (bank Guarantee etc)?

N.A

37. Special Conditions, If any

N.A

Authorized Officer

EXECUTIVE ENGINEER

GOUSING PROJECT CONSTT. DIVISION-IN
H. D. A. HYDERARAD.

## **BID EVALUTION REPORT**

1. Name of Procuring Agency: Hyderabad Development Authority

2. Tender Reference No: EE/HPCD-II/HDA/1210/2011 dated 21.5.2011 and EE/HPCD -II/HDA/1367/2011 dated 23.7.2011

3. Tender Description/Name of work/item: P/L/J/T 4" Dia Water Supply Line in Sumera

Bungalows Zonal Plan-III Qasimabad Hyd.

4. Method of Procurement:

Local

Tender Published: SPPRA I.D No 4406/11 dated 21.5.11 & INF/KRY/1822/11 & 2672/11

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: 12.8.2011

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 Abdul Nizam 22% above	Rs 551604/	1st Lowest	18.64% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Sultan Muhammad 24% above	Rs 559517/	2 <sup>nd</sup> Lowest	20.34% above		
3	M/S Aga Fateh Muhammad 25% above	Rs 563475/	3 <sup>rd</sup> Lowest	21.19% above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account Housing Project HDA

Project Director Housing Project HDA



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

NO:PD/HP/HDA/Estt://303/2011, Hyderabad dated: /7-10-2011

To,

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

SUBJECT: P/L/J & TESTING 4"DIA WATER SUPPLY LINE IN SUMMERA BANGLOWS ZONAL PLAN-III QASIMABAD.

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1474, dated: 15.09.2011.

The B-I agreement for the subject work in favour of M/s Abdul Nizam, Government Contractor, is returned herewith duly sanctioned for Rs.5,51,604/- (Rupees Five Lacs Fifty One Thousand Six Hundred Zero Four Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

PROJECT DIRECTOR HOUSING PROJECT HEAT HYD SINDH

G.Rs., W.P.D. Nos. 7932 of 6-4-35, 56-1 of 6-1-36-1659 W-36-27-9-37, PUBLIC WORKS DEPARTMENT G.C.M.P. and M. Dopff, No. 383-P/37 THE SCHOOL WOLL OF MOUNTER of 9-11-37 (P.W.II.) No. \$473. 2-W of 18-12-37 1G. Rs. (P.W.D.) No. 1038-1 of 22-2-39 12-10-44 and 2-5-44, 654-W of 2242-39 12-16-44 and 2-2-5-44, 65-W 1038/1111 of 28-3-49, 5647-W2 of 12-12-50 Percentage Rate Tender and Contract for works General Rules and Directions for the Guidance of Contractors All work proposed to be executed by contract shall be notified by form of invitation to fender posted on a board nearly in the office of the Executive Engineer and signed by the Executive Engineer This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed the deriving country work; also the amount of earnest money to be deposited and the elevander, and the amount of the security deposit to be deposited by the successful and the percentage, if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi dues and ground rents will granted, Copies of the specifications, designs and drawings and estimated rates schedule rates and any other doors. artions, designs and drawings and estimated rates schedule rates and any other documents, required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours 2. In the event of the tender reing submitted by a firsh, it must be signed separately by each partner thereof or in the eyer of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing PAKISTAN him to do so. 3. Receipts for payments made on a chiff of the wor 3. Receipts for payments made on the partner of the work, when executed by a firm, shall also be signed by all the partner oleace the work when executed by described in their tender as a firm, in which was the weeking that be signed to be name of the firm by one of the firm by o name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm. 4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B memorandum showing items of work-to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimate rate shall SPECIAL be framed. Tenders, which propose any alteration in the works specified i be framed. Tenders, which propose any aneration in the time allowed for carrying out the the said form of invitation to tender, or in the time allowed for carrying out the time said form of invitation to tender, or in the time allowed for carrying out the time said form of invitations will be liable to rejection. ADHESIVE 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. 6. The Officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.

201 from Government Treasury or Sub-Treasury at in respect of the sum of Rs. t. 1900 \*Amount to be specisis herewith forwarded representing the earnest money [(a) the fully value; of fied in words and figures. which is to be absolutely forfeited to Government should it not deposit the whole the second the full amount of security deposit specified in the above memorandum, in Strike out accordance with Clause 1(A) of the said conditions, otherwise the said sum of any cash security deported by Sovernment on account of such security sit is to be taken.

deposit as aforesaid] on [(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]. Beement-Sanctined for Bo. 5,51,6
ss) Lacs Fifty are Thousand six \*\*Signature of contrac-(Address) (Occupation) 100002 The above tender is hereby accepted by me on behalf of the Government of West Pakistan. Executive Engineer, Toustill Projec Division (or his duly authorisd Assistant) A Hyderabad Dated the 198-day of Conditios 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. J,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 of depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to .... percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full 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 th amount of the security deposit to be paid in a lump sum within the compensation for delay-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 recover of the amounts.

> EXECUTIVE ENGINEER Stone mu Project Consil Picisland

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(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 land 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 of 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 made this contract unless and intil the Executive Engineer. 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

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 work in our The contractor will have no claim for compensation for any loss sustained by him owing to such action.

any

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 compensation and used powers shall not to pay compensation and used powers shall not to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation shall represent the contractor for past and future compensation. 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 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 works or any part thereof, paying or allowing for the same in account at the contract power to take possession fates, or in the case of contrast 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 of this clerk, of the works, foremand or other cauthorised, agent require, him to remove such tools, plant, materials, or stores from the premises of the premises of the contractor and the events of the contractor failing to comply with rany such requisition, the Executive Engineer may remove the printer the contractor's expense or sale them by auction or private sale on account the property of the Executive of the Executive. Engineers sater the expense oftens such removal and the amount, of the proceeds and to the proceeds and the same sale shall be final and conclusive against the contractor.

EXECUTIVE ENGINEER . Minustra Project Const Division-Ils

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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 accurring 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 Clause 9.—The rates for several items of works estimated to cost more than Payment at reduced Rs. 1,000 agreed to within, shall be vailed only when the item concerned is accepted of work not accepted as having been completed fully in accordance with the sanctioned specifications. The discretion of the charge may make payment on account of such items at such reduced rates as he 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 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

Clause II .- 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 need 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 because. 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 works to be executed work in the most substantial and work-man-like manner and both as regards in accordance with the specifications lodged orders, etc. Clause 13.—The contractor shall execute the whole and every part of the 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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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.

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 be considered to the use of Government without reference to the actual loss or compensation with out 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 constitu- the constitution of firm to be forthwith notified by the contractor to the Engineer-in- notified. charge for his information.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintend-direction of Superintender 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 time carried on,

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

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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. Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and 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.

sums

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.

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.

Definition of work

EXECUTIVE ENGINEER - Mancing Project Const. Division T

DRNo. 132 DT: 12/6 Rs.1000/-

## TENDER FOR WORK

	AGENCY: 11/2 AS OUT NI MADON.
	I/We hereby tender for the execution for the government of West Pakistan
	(here in before and here in after referred to as "Government") of the work specified in
,1	the under written memorandum with in the time specified in such memorandum Part-A
1/4	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, drawing, and instructions in writing reffered
	to in rule hereof and in Clause-12, of the annexed conditions of contract and argee that
	when materials and the retes to be are provided by the Government such materials and
	the retes to be paid for them shall be as provided in Schedule-A here to.
	107 (-1)
	EXECUTIVE ENGINEER HOUSING (P) CONST. DIVISION II
	EXECUTIVE ENGINEER
	HOUSING (P) CONSTT: DIVISION II HDA, HYDERABAD
	M //
,	MEMORANDUM
5	(a) General Description:- P/L/J/T 4" Dia water supply pipe line in Sumera
	Bungalows @ ZP-III
	(b) Estimated Cost, Rs. 360 Cay
,-	(c) Earnest Money 2%.
	(d) Security Deposit. (including earnest money 10%) Rs. 246957
	(c) Percentage if any deducted from bills Rs. 8%. Rs. Rs.
	(f) Time allowed for the work from date of written order to
	mommence. // Months.
	Call Deposit No. / Dated, // 6 All Rs. // CASA
	Months.  Call Deposit No. Dated, Rs. Rs. Rs. Rs. Should this tender be accepted I/we hereby agree to abide by any fulfill all
	the terms and provisions of the conditions of of contract anneded here to far as
	applicable, and in the default hereof to forfeit and pay to Government the sum of money

mentioned in the said conditions.

(CONTRACTOR)

## SCHEDULE"A"

NAME OF WORK :-

P/L/J/T 4" Dia water supply pipe line in Sumera Bungalows @ ZP-III

S.NO.	ITEM DESCRIPTION	QTTY.	RATE	UNIT	AMOUNT
	97 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	::::::: NIL :::			
	N <u> </u>	John St.			
				1	

CONTRACTOR

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

N:\Housing HDA\Schedule B working\SCHEDULE 'A'.doc

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#### SCHEDULE - B

Name of work:- P/L/J/T 4" Dia water supply pipe line in Sumera Bungalows

@ ZP-III ltem Description. Quantity Rate Unit Amount No Dismentalling and removing road metalling (Sch. of rates P-14 Item No. 51). 0'~5' 150.00 cft @ Rs. 290.40 P.%o cft Rs. 436 Excavation for pipelines and pits in soft soil i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES. P-46 item No.1). 0'~5' 5000.00 cft @ Rs. 1742.40 P.%o cft 8712 -Rs. 3 Excavation for pipelines in trenches and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES P-48 item No.14). 0~5" 7500.00 cft @ Rs. 2613.60 P.%o cft Rs 19602 Excavation for pipelines in trenches and pits in slushy daldaly soils i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto one chain (30.50 m) (PHES P-49 item No.15). 0~5" 7500.00 cft @ Rs. 5082.00 P.%o cft Rs 38115 Bailing or pumping out sub soil water during excavation concreting cost of situ concrete masonary work in foundation. II) For pipe line trench volum under water to be measured first time for excavation, second time for cost in situ concrete (bedding for pipe line) and third time for pipe laying, (PHES P-52 item No. 18) 15000.00 cft @ Rs. 139.60 P.% cft Rs 20940 Providing and fixing, driving open timbering to trenches for depth 10ft (PHES P-53 item No.21 ). 2800.00 sft @ Rs. 1980.35 P.% sft Rs 55450 -Supplying and spreading sand cushion in trenches 7 pits leveling of beds to correct level and to correct level and grade etc. complete. (R.A.Attached). 10000.00 Cft @ Rs. 520.40 P.% cft Rs. 52040 ---



8		Providing PV0 fitting and jo (R.A.Attached	inting with so	e of approve livent cemer	ed quali nt i/c to	ty fixing in trend esting with wat	hes i/c cutting, er to a head.			
		4" dia.	1 2	000.00 Rft	@ Rs.	104.35	P.Rft	Rs.	208700	Lann or
9		CI Sluice val inch.(PHE. Vii	ve heavy patt i-P.8 i.2)	ern, Test pr	ressure	21.0 Kg/sq cm	or 300 lbs/so	l i		
		4º dia		1.00 No	@ Rs.	1200.00	Each	Rs.	1200	1
10	3	Special cast is	ron fitting for P	VC pipe.(PH)	E. Viii-P	29 ()				
		4" dia CI tail pieces		12.00 Nos	@ Rs.	550.00	Each	Rs.	6600	١
		Tail pieces		1.00 Nos	@ Rs.	985.00	Each	Rs.	985	1,
		CI Gibault joir	nt	4.00 Nos	@ Rs.	300.00	Each	Rs.	1200	-
		End plug		1.00 Nos	@ Rs.	275.00	Each	Rs.	275	1.0
1	And	supplying rub and other too	ber packing o	f the require inting and te	d thickr	flanged and in less nuts bolts to e joint to the sp	with washer etc	••		
		4" dia		12.00 Nos	@ Rs.	197.45	Each	Rs.	2369	1
1	2	M/F/S M.S spetc complete	plit tee 3/8" thio . (R.A.A).	ck M.S shee	t as per	instruction of Er	ngineer incharg	е		
		4" dia		1.00 Nos	@ Rs.	7800.00	Each	Rs.	7800	+
1	3	Interconnecti cost i/c all To charge. (M.R.	RP etc. comple	jointing of di te at site of v	fferent o work up	lia of water supp to the satisfaction	ly pipe lines, thi on of Engineer i	s n		
		4" dia		1.00 Job	@ Rs.	9000.00	P.Job	Rs.	9000	24
	14	(1372mm) di (457mm) dia (102mm) this set in 1:6 ce 1" (25mm) plaster 1:3 to rest at every	eep as per app inside cost iron ck (with 5 Lbs ment mortar 6 thick cement call inside wa	oroved design cover and steel per cft; (152mm) the concrete 1:2 If surface and	n for slu frame (v ) 9" (229 nick cem 2:4 floor d to top ring, exc	750 mm) inside uice valves 3" to vt=1 Cwt 3 qr) fix 9mm) thick brick nent concrete 1:3 ring ½" (12.5mr i/c providing an eavation, back fill 40 1-Q,1).	xed in RCC 1:2: masonary wal is foundation thick cement fixing M.S for	4 Is n. nt ot		12
				1.00 No	@ R∘	. 6769.20	Each	Rs.	6769	٤.
				1.00 110	@ 110					

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

18135.00 cft @ Rs. 1343.00

P.%o cft

Rs

24355

Rs. 464548.31 Total

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

# 25

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

CONTRACTOR

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

M. Kerry

#### SCHEDULE

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

w.,	Quantifies estimated but Item of work		Tenders rates						Yotal amount
Jiem No.	Quantities estimated but may be more or less.	freitt of Aber	In figures	In words	Palt	Fotal amount according to estimated quantities.			
			Rs. Paiss		Execution and applications of the party of the control of the cont				
				of Orbit					
A Constitution of the Cons									
September 12 Total September 18				Mildiana spreis e O artification and a canada	The Control of Control				
1800 minutes in maintain of personal special state of the second special speci	Strong or F. Work committee and state of community	, Di'			many (Juvenica Majoria) and project of the page	7 - 1 + 1 - 1 + 1 - 1 +			
	J. A.M.		OCCUPATION OF THE PROPERTY OF	THE REPORT OF THE PERSON OF TH	Eudéries rezalisates sectobrarias que a seuja				

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

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 clo-hold good work under all conditions. Site moisture, Weather, etc.

(Signature of Massachive Engineer Engin

## 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

PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. Title of Contract:

**Self Financing** 

4. Tender No:

I.D No 4406/11 Dated 21.5.2011

5. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 12" Dia RCC ASTm Sewer Line in

Marvi Town Zonal Plan-III HDA Hyderabad.

Forum that approved the Scheme:

Director General HDA

7. Tender Estimate Value:

Rs 1185275/-

8. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 1271000/ Approved By P.D HP HDA vide

No: PD/HP/HDA/DB/931 dated 27.4.2011

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

10. Tender opened on (Date & Time)

12.08.2011 (11 A.M)

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 Abdul Nizam

Pathan Goth Jamshoro Road Hyd.

16. CONTRACT AWARD PRICE:

Rs 551604/-

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 Abdul Nizam

(1st)

M/S Sultan M.Khan

(2<sup>nd</sup>)

M/S Agha Fateh 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	5
d)	Two Stage-Two Envelope Bidding	Procedure -
AP	PROVING AUTHORITY FOR AWARD	OF CONTRACT: Approved By P.D HP HDA vid
		No: PD/HP/HDA/DB/1021/11 dated 22.8.1
W	hether the Procurment was include	d in
^-	nual Procurement Plan	Voc

Annual Procurement Plan Ye

20. ADVERTISEMENT

19.

i) SPPRA Website Yes SPPRA I.D 4406/11 (If Yes, give date and SPPRA Identification No.) Dated 21.05.2011

ii) News Papers Yes INF/KRY/1822/11 & 2672/11 (If Yes, give name of newspapers and dates)

N.A

N.A

Yes

21. Nature of Contact Local

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

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

24. Whether approval of computent Authority Was Obtained for using a method for Using a method other than open compitative Bidding.

25. Was Bid Security Obtained from all Bidders? Yes

26. Whether the Succesful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies)

27. Whether the Succesful bidder tehnically Complaint. No

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

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

30. Any complaints received? No

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

32. Was the extension made in response time? No

33. Deviation from qualification area? No

34. Was it assured by procurment Agency that

The selected firm is not black listed?

Yes

35. 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

36. Were proper safegaurds provided on mobilation advance payment in the contract,

(bank Guarantee etc)?

N.A

37. Special Conditions, If any

N.A

Authorized Officer

EXECUTIVE EXCLINEER

SOSSING PROJECT CONSITE DIVISION-ID

B. S. A. HYDERABAD.

# BID EVALUTION REPORT

- 1. Name of Procuring Agency: Hyderabad Development Authority
- 2. Tender Reference No: EE/HPCD-II/HDA/1210/2011 dated 21.5.2011 and EE/HPCD -II/HDA/1367/2011 dated 23.7.2011
- 3. Tender Description/Name of work/item: P/L/J/T 12" Dia RCC ASTM Sewer Line at Marvi
  Town in Zonal Plan-III HDA Hyderabad.
- 4. Method of Procurement:

Local

- 5. Tender Published: SPPRA I.D No 4406/11 dated 21.5.11 & INF/KRY/1822/11 & 2672/11
- 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: 12.8.2011

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 Abdul Nizam 39% ahove	Rs 1185275/	1 <sup>e</sup> Lowest	18% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Sultan Muhammad 40% above	Rs 1192949/	2 <sup>nd</sup> Lowest	18.27% above		
3	M/S Aga Fateh Muhammad 41% above	Rs 1200624/	3 <sup>rd</sup> Lowest	19% above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account

Housing Project HDA

Project Director

Housing Project HDA

G.Rs., W-P.D. Nos. 1938 of 6-4-35, 56-1 of 6-1-36, 1859, (W. 56 327:0-37, C.C.M.P. and Mi-Deptt, No. 383-P/37 HUBLIC WORKS DEPARTMENT OF 9-11-37: (P.W.D. KNO: S-193. 2-W of icesta svoj do za čircte 1 8-12-37 'G. Rs. (P.W.D) No. 1038-1 of 2.2-2-39 12-10-44 and 2.5-44, 654-W of 2.2-2-39 12-10-44 and 2-2-5-44, 65-W DIVISION 1038/114 of 28-3-49, 5647-W2 of :2-12-50 Percentage Rate Tender and Contract for works neral Rules and Directions for the Guidance of Contractor ill. All work proposed to be executed by contract, shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer university and the office of the This form will state the work to be carried out as well of the date for submitting and opening tenders and the time allowed for carrying out the work; also much of earnest money to be deposited with the tender, and the amount of the simount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi dues and ground rents will granted, Copies of the specificastions, designs and drawings and estimated rates schedule rates and any other document's, required in connection with the work shall be signed by the Executive : Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence on his behalf by a person holding a power-of-attorney anthorizing him to do so. PAKISTAN TI PULL SERVICE William Court of PAKIST PAKISTAN PAKISTAN 3. Receipts for previous made pro-a firm, shall also be signed by all the pa-described in their tender as a ham, in wil name of the firm by one of the partner PAKISTAN authority to give effectual receipts for t 4. Any person who submits a terstating at what percentage above or belmemorandum showing items of work-to take the work. Only one rate of such be framed. Tenders, which propose the said form of invitation to tender, or SPECIAL work, or which contain any other concl SPECIAL SPECIAL SPECIAL printed form of tender shall include a center to alore than one we contractors wish to tender for two or more works they shall submit a storial contractors. ADHESIVE tender for each. Tenders shall have name and number of the work to witten outside the envelope 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. 100 m Ra L (\*) G/ 93-5 000-2 80-T99 and the second of the second of the second

ecceipt No.

from Government Treasury or

in respect of the sum of Rs. 1 2 Z resasury at \*Amount to be speci--ewith forwarded representing the earnest money [(a) the stulk value, of fied in words and figures. is: to be absolutely forfeited to Government should in not deposit Strike out (a) if no cash security deposit is to be taken.

the famount of security deposit specified in the above memorandum, in Strike out (b) accompanies with Clause I(A) of the said conditions, otherwise the said sum of any rath security deposit shall be retained by Government on account of such security sit is to be taken. deposit as aforesaid or [(b) the full value of which shall be retained by Governdepo account of the security deposit specified in clause 1 (B) of the conditions].

Dated this \*\*Signature of contractor before sub-gaission, of anchuel (of bo 1)

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

Executive Engineer.

Division (or his duly authorisd Assistantiousing Project MOA Hyderabag

Dated the

day of

Conditios of Contracts

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

contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government 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 carnest him Toy 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 confemplated at (A) above, then and in such case, if the sum so deposited shall not amount to t.......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 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 the reafter, 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, be converted into interest-bearing securities provided that the depositor wishes expressly daird this in writing. forting)

The strip 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-

EXECUTIVE ENGINEER Housing Froject Denni, Division- L.A. (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 early 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, intalt 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 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 of 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 impless and fintil the Executive Engineer. 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 weekles and the

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 to take action under clause 3 (b) after giving the contract 10 days' notice in writing cular post to take action under clause 3 (b) after giving the contract 10 days' notice in writing work in The contractor will have no claim for compensation for any loss sustained by him

any

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 then it action withstanding be exerciseable in the event of any future case of default by the under clauses contractor for which under any clause or clauses bereaf he is declared light. 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 works or any part thereof, paying or allowing for the same in account at the contract power to take possession of the same in account power to take possession of the same in account power to take possession of the same in account power to take possession of the same in account power to take power t or any part thereof, paying or anowing applicable, at current market rates, to son of or removal. Frances whose certificate thereof, chall be final removal of or 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 of the works foreman corn other authorised agent Residuate the contractor of the works foremand on other authorised agent require him to remove such tools, plant, materials, for stores from the premises white time to be specified in such notice, and quirthe event of the contractor such the such requisition, then he cultive Engineer may remove the property the expense or sale them by auction or private sale on account the such that a such the sale of the Executive, and the sale of the Executive and the sale of the Executi RACTUA

compensa-

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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. As completed to be at charge may make payment on account of such items at such reduced rates as he 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 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

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 lie 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-

Supplied

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 specification, in the office of the Executive Engineer and initialled by the parties for the specification. 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

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 T8.—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

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 if any work shall be covered up or placed beyond the reach of measurements; and if any work shall be covered up or placed beyond the reach of measurements. ment 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 lowance 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 contractor liable for 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 imperfections for three 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 scalloftom the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents forming part of the material (except Contractor to supply plant, ladders scallofting). cluded in the specification, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carrage therefor, to and from the

EXECUTIVE ENGINEER a const Div.

CONTRACTOR

upon stand forfested 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 be considered as reasonable be applied to the use of Government without reference to the actual loss or compensation with our 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 constitution of a firm shall be forthwith notified by the contractor to the Engineer-in- notified. charge for his information.

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 Superintend-direction of Superintending Propries 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 time carried on.

Clause 30.—Except where otherwise specified in the contract and subject to Decision of Superinthe 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, 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 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.

Stores Butonean American manufac-to be obtained Government,

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-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 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.

EXECUTIVE EV.

Clause 45.—If any materials, such as stones metal bajri, sand etc., are required Certificate for concento 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 accepting the 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 liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor ax arrears Land Revenue,

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract is forbiden. 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.

Paymont of Sales Tax. .

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

Interest or share Government servant in

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

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

Divisional Accountant.

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

CONTRACTOR

Executive Project Const. Division II. Division.

Executive Engineers

### 15

### TENDER FOR WORK

AGENCY:	mls	fto del	Nization.	
And the second s				

I/We hereby tender for the execution for the government of West Pakistan (here in before and here in after referred to as "Government") of the work specified in the under written memorandum with in the time specified in such memorandum at 39 opercent 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, drawing, 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 here to.

8/10/2/08/31/

EXECUTIVE ENGINEER HOUSING (P) CONSTT: DIV-II H.D.A HYDERBAD

#### MEMORANDUM

(a) General Description:

P/L/J & TESTING 12" DIA R.C.C (ASTM) SEWER LINE AT MARVI TOWN IN ZP-III HDA

(b) Estimate Cost:

Rs. 7,00,000/-

(c) Earnest Moncy 2%

Rs. 14,000/-

(d) Security Deposit

(Including earnest money 10%)

Rs. 70,000/-

(e) Percentage if any deducted from bills Rs.8% Percent

Rs. 56,000/-

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

Call Deposit No: 000 9284 Dated: 2/6/2011 Rs. 22007

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

(CONTRACTOR)

She,

# SCHEDULE - A

17

NAME OF WORK:

P/L/J & TESTING 12" DIA R.C.C (ASTM) SEWER LINE AT MARVI TOWN IN ZP-III HDA

S.NO.	ITEM	QTTY:	RATE:	UNIT:	AMOUNT:
	¥		NIL :::::::		
	_			11 11	_

CONTRACTOR

EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIVN-II
H.D.A HYDERABAD.

NAME OFWORK:

T/2

T/3

P/L/J & TESTING 12" DIA R.C.C (ASTM) SEWER LINE AT MARVI TOWN IN ZP-III HDA

S. NO. DESCRIPTION. QTY. RATE. UNIT AMOUNT

T/1 Excavation for pipelines in trenches and pits in soft soil i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary erossings for non vehicular traffic wherever required, lift up to 5 ft. (1.52 m) and lead up to one chain (30.50 m) (PHE SOR: P-46 item No.1).

4363.82 Cft @ Rs. 1742/40 P.%o Cft. Rs: 7604/=

Excavation for pipelines in trenches and pits in wet soils clay or mud i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift up to 5 ft. (1.52 m) and lead up to one chain (30.50 m) (PHE SOR: P-48 item No.14).

8727.65Cft @ Rs. 2613/60 P.%o Cft. Rs: 22811/=

Excavation for pipelines in trenches and pits in slushy daldaly soils i/c trimming and dressing sides to true alignment and shape leveling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift up to 5 ft. (1.52 m) and lead up to one chain (30.50 m) (PHE SOR: P-49 item No.15).

(I)  $0'\sim 5' \text{ depth}$ 

5'-8' MH 8727.65 Cft @ Rs. 5346.00 P.%o Cft. Rs: 46658/=

845.73 Cft @ Rs. 5610.00 P.%o Cft. Rs: 4745/=

T/10

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

2:3

1254-34 Cft x 4.0

44.79. Cwt @ Rs. 2772/55

P. Cwt

As -124183/=

T/11

Providing and fixing C.I manhole covers frame i/c cost of material etc (PHE P.No:23 I.No:01

850Kg

@ Rs.38/48 P.Kg

Rs. 32708/-

T/12

Manufacturing supplying and fixing RCC manhole cover cast in 1:2:4 concrete ratio 3 inch deep at center, reinforced with 3/8"dia for steel bars at 4" center to center welded to 1/8" thick 2.5 inch deep M.S plate i/c curing stacking and transportation within 10 miles 24-inch dia (P.No:27 I.No:01 c)

17 Nos

@ Rs 418/80 Each

Rs. 7120/=

T/13

Refilling the suitable stuff in trench in 6"thick layer i/c watering ramming to full compaction etc complete, (PHS P-53, I-24)

20398.36 Cft @ Rs 1343/- P.% Cft Rs 27395/-Total:Rs. 385 981/=

H.D.A HYDERABAD

1.11-7

## 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 this 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 arrangement to avoid any damaged to existing service lines if any damaged occur to service line the contractor will rectify such service line on his own expenses if the contractor failed to rectified the damages then the authority will rectify it on the risk and cost of the contractor.
- No escalation in the cost if cement/steel or any other material/ items due to enhancement of rates will be paid.
- 9. No extra lift/ lead other than as mention in the estimate shall be paid.
- All tests conducted infield/ laboratory shall be in presence of engineer's
  representatives as directed by the engineer incharge and no payment shall be
  entertained on this account.
- 5% be deducted at source for want of testing upto the satisfaction of Engineer incharge.
- 6% Income tax, retention money and other deduction shall be made from each bill as per policy and prevailing rules.

CONTRACTOR

VEXECUTIVE ENGINEER HOUSING (P) CONSTT: DIV-II H.D.A HYDERBAD

11/1/

#### SCHEDULE B.

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

	Quantities fortimated but	litm of work	Tenders r	ates		To(a)
No.	Quantities extimated but may be more or less.	, region work	In figures	In words	Ver	Total amount according to estimated quantities.
			Rs. Pales.	- N		
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		J6/2				) is
	1 es	jereli 1				

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) 1011

Executive Engineer

Note—To be continued on adding) shoets if found necessary. H.C.A.



### 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:

I.D No 4406/11 Dated 21.5.2011

5. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 15" Dia ASTM Sewer at Mirza

Parah Near Preetabad at Zonal Plan-VI

Hyderabad.

6. Forum that approved the Scheme:

**Director General HDA** 

7. Tender Estimate Value:

Rs 996799/-

8. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 853720/ Approved By P.D HP HDA vide

No: PD/HP/HDA/DB/326 dated 19.3.2011

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

10. Tender opened on (Date & Time)

12.08.2011 (11 A.M)

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 Jibrael Khan & Bros

Choor Lucky Taluka & Distt: Kohat

K.P.K

16. CONTRACT AWARD PRICE:

Rs 996799/-

17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

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

M/S Jibrael Khan & Bros

(1st)

M/S Hanif Enterpeises

(2<sup>nd</sup>)

M/S Ali Nawaz Khan

(3rd)

18. Method of Procurment Used

	a)	Single Stage-One Envelope Procedure	Local	
	b)	Single Stage-Two Envelope Procedure	0.70	
	c)	Two Stage-Bidding Procedure	727	
	d)	Two Stage-Two Envelope Bidding Proces	lure -	
		PROVING AUTHORITY FOR AWARD OF CO		Approved By P.D HP HDA vide
				DA/DB/1021/11 dated 22.8.11
19.	W	hether the Procurment was included in		
	An	nual Procurement Plan	Yes	
20	AD	OVERTISEMENT		
	i)	SPPRA Website	Yes	SPPRA I.D 4406/11
	.,	(If Yes, give date and SPPRA Identific	ation No.)	Dated 21.05.2011
		(, 8		
	ii)	News Papers	Yes	INF/KRY/1822/11 & 2672/11
	,	(If Yes, give name of newspapers and		\$174.00.00 (1.00-00) 1.00 (1.00-00) 2.00 (50 1.00-00) 2.00 (2.00-00) 50 (2.00-00)
21	Na	ature of Contact	Local	
1000	10000	hether qualification critaria was included		
22		bidding/Tender Documents?	No	
23		hether Bid Evaluation Criteria was		
23		cluded in bidding/Tender Documents?	No	
24		hether approval of computent Authority		
24		as Obtained for using a method for Using		
		method other than open compitative		
		dding.	N.A	
25		during. I/as Bid Security Obtained from all Bidders		
		hether the Successful bid was lowest	. ,	
20		valuated bid/Best Evaluated Bid? (In Case		
		f Consultancies)	N.A	
27		/hether the Succesful bidder tehnically	14174	
21		omplaint.	No	
20		/hether the Names of Bidder and their		
40		uoted prices were read out at the time of		
		pening bids?	Yes	
20		hether Evaluation report given to bidders		
45		efore the award of contract.	Yes	
20	1300	ny complaints received?	No	
		ny Deviation from specifications given	140	
21		the tender notice/documents?	No	
27				
32	V\	las the extension made in response time?	NO	

33. Deviation from qualification area?

No

34. Was it assured by procurment Agency that

The selected firm is not black listed?

Yes

35. 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 N.A aborad.

36. Were proper safegaurds provided on mobilation advance payment in the contract,

(bank Guarantee etc)?

N.A

37. Special Conditions, If any

N.A

M.h. W Authorized Officer

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

# **BID EVALUTION REPORT**

- 1. Name of Procuring Agency: Hyderabad Development Authority
- 2. Tender Reference No: EE/HPCD-II/HDA/1210/2011 dated 21.5.2011 and EE/HPCD -II/HDA/1367/2011 dated 23.7.2011
- 3. Tender Description/Name of work/item: P/L/J/T 15" Dia ASTM Sewer at Mirza Parah
  Near Preetabad at Zonal Plan-VI Hyderabad.

4. Method of Procurement:

Local

- 5. Tender Published: SPPRA I.D No 4406/11 dated 21.5.11 & INF/KRY/1822/11 & 2672/11
- 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: 12.8.2011

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 Jibran Khan & Bros 31% Above	Rs 996799/-	1 <sup>st</sup> Lowest	19.09% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Hanif Enterprises 32% above	Rs 1004229/-	2 <sup>nd</sup> Lowest	19.98% above		
3	M/S Ali Nawaz Khan 33% above	Rs 1011658/-	3 <sup>rd</sup> Lowest	20.87% above		

Executive Engineer

HPCD-II HDA

Deputy Director Audit & Account

Housing Project HDA

Project Director

Housing Project HDA

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

NO:PD/HP/HDA/Estt://329/2011, Hyderabad dated: 20-10-50//

To.

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

SUBJECT: P/L/J & TESTING 15"DIA RCC ASTM SEWER AT MIRZA PARA NEAR

PREETABAD AT ZONAL PLAN-VI, HYDERABAD.

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1560, dated: .2011.

The B-I agreement for the subject work in favour of M/s Jibrail Khan & Brothers, Government Contractor, is returned herewith duly sanctioned for Rs.9,96,800/- (Rupees Nine Lacs Ninety Six Thousand Eight Hundred Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

PROJECT DIRECTOR HOUSING PROJECT HUMAN HYDERABAD SINDHA

NIT. NO. EE/HPCD-4/WOOD Sef 12/0 datanl. 21-5-2011 G.R.S., W-P.D., Nos. 7938 of 6-4-35, 56-1 of 6-7-36, 1659. W of 27-9-37, G.C.M.P. and M. Deptt, No. 303-P/37 of 9-11-37 (P.W.D.; No. S-173. 2-W of PIRCLE 12-8-2/41. 18-12-57 G. Rs. (P.V.D. No. 1038-1 of 22-2-39 :2-,0-44 and 2-5-44, 654-W of 22-2-39 12-16-46 and 2-2-5-44, 65-9/ 1538/11-1 of 26-3-49, 564, W2 of 2-12-50 Percentage Rate Tender and BARRITHE ENGINEER for works (Housing Project Const: Division-I) Jendar 1802 ( FE M/2 Jib 800 ( 18 nan General Rules, and Directions for the Builder Hard Sentrectoral & DV H.D.A. Hyderaad Khan 1. All work proposed to be executed by contrast a form of invitation to tender posted on a board hangue Engineer. in the Association of the Exameter This form will state the work to be earlied only so the Housing Project Court Burlein. It mitting and opening testions and the the amount of entriest movey as the amount of entriest movey as the second of entriest movey as the second of entriest to be deposited.

If any, to be defined by fifty and the second of the second o H.O.A. Hydaraby Absutive SON EXECUTIVE ENGINEER by contractors at the effice of the Eleccative Engineer during effice (House, Project Const Division I 2. Reprovent of the tender being stocked and second H.O.A. Hyster any pay of PARTSOno describe C name à stating mazzanc take the . be framed SPECIAL SPECIAL the said f SPECIAL ADHESIVE ADHESIVE SPECIAL SPECIAL SPECIAL ADHESIVE work, or ADHES VE printed form of tender shall include a tender for more than being worked by the form of tender for two or more works they shall submit a specific 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 confractors 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., Kat -L (\*) 6/93-5000-280\_Tss อนเป็นระเทริมา อนเป็นระเทริมา อาการอนุก AU.ก

Receipt No. /1/7 2-2173 dated & 6/24/1 from Government Treasury or

in respect of the sum of Rs. 170007 Sub-Treasury at is berewith forwarded representing the earnest money [(a) the full value of field in words and figures, which is to be absolutely forfeited to Government should \_\_\_\_ not deposit .

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

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

Executive EnginePROJECT DIRECTOR Housing Project witness .

Division (or his duly authorisch DAthyrlerabac)

Dated the

day of

198 .

Conditios of Contracts

Clause 1.—The Proce whose tender may be accepted thereinafter 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 the fall control of the carnest 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 scentity 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 whell not a mount to the contract of the total estimated deposited shall not amount to to percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full 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 th amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

> EXECUTIVE ENGINEER Housing Project Const. Division-

H.O.A. Hyderaad

Compensation for delay-

(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 cay 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

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 any partition take action under clause 3 (b) after giving the contract 10 days' notice in writing. When 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 tion 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 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 require be certified by the Eexcutive Engineer whose certificate thereof shall be final removal of or sell 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.

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

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 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

Clause 11.—The contractor shall submit all bills on the printed forms to be Bills to on application at the office of the Engineer in-charge. The charges to be need forms. had on application at the office of the Engineer in-charge. 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 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 specification 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 excepted

Housing Project Const: Division-III H.D.A. Hyderaad

NTRACTOR

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 bunself.

Works to be open

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 Notice to be given covering up or otherwise placing beyond the reach of measurement any work in 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 months 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.

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

Contractor to suppli ant, ladders scalle

**EXECUTIVE ENGINEER** Project Const: Division•∏ H.O.A. Ryderaad

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 considered as reasonable be applied to the use of Government without reference to the actual loss or compensation with our reference to the actual loss or compensation with our 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 constitution of a firm shall be forthwith notified by the contractor to the Engineer-incharge for his information.

Clause 29.—All works to be executed under the contract shall be executed works to be under under the direction and subject to the approval in all respects of the Superintend-direction of Superintending Property. 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 time carried on,

Clause 30.—Except where otherwise specified in the contract and subject to be deading 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 bereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or the thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of superin-

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 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

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-change may at his discretion pay the Jump 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 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.

spech construction, be constructed to mean the work or works contracted to be EXECUTIVE ENGINEER in substituted or additional.

H.D.A. Hyderand Clause 34.-The expression "works" or "work" where used in these condi-

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 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.

the discretion of the accepting authority to those who tender for the carting of lance or leaders when

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

Recovery of dues from 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 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 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 supervise and I am satisfied that it has been correctly prepared in accordance with orders issued vide Government B.W.D. circular Memo No. 1017 W dated vide and subsequent orders issued in this connection.

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

Exactive/Engineers Housing Project Const: Division-

Executive Engineer,

Division.

### SCHEDULE B.

# MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

	Quantities stra	Thomas of month	Tenders	rates		Total	
No.	Quantities estimated but may be more or less.	Item of work	In figures	In words	Valt	Total amount according to estimated quantities.	
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Note 1.—All work shall be carried out as per Public Works Departments Hand-book and other specifications of the

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 place) in all respects and hold good work under all conditions. Site moisture, Weather, etc.

Executive Engineer (Signally Executive Engineer

(Signally Existence Engineer

(Housing Project Const: Division-II

Note-To be continued on adding shoets if found necessary). Hyderand

(G) +6

# 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** 

PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. Title of Contract:

**Self Financing** 

4. Tender No:

I.D No 4406/11 Dated 21.5.2011

5. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 6" Dia P.E Pipe Line from Al-Fareed

Square to Prince Town Phase-II

6. Forum that approved the Scheme:

**Director General HDA** 

7. Tender Estimate Value:

Rs 1853905/-

8. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 1916000/ Approved By P.D HP HDA vide No: PD/HP/HDA/DB/732 dated 21.6.2011

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

10. Tender opened on (Date & Time)

12.08.2011 (11 A.M)

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 Muhammad Ali Enterprises
194/C Unit #10 Latifabad Hyd.

16. CONTRACT AWARD PRICE:

Rs 1853905/-

17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

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

M/S Muhammad Ali Enterprises (1st)

M/S Nabi Enterpeises

2"")

M/S Hanif Enterprises

(3<sup>rd</sup>)

18. Method of Procurment Used

a) Single Stage-One Envelope Procedure

Local

b) Single Stage-Two Envelope Procedure

d) Two Stage-Two Envelope Bidding Procedure -APPROVING AUTHORITY FOR AWARD OF CONTRACT: Approved By P.D HP HDA vide No: PD/HP/HDA/DB/1021/11 dated 22.8.11 19. Whether the Procurment was included in Annual Procurement Plan Yes 20. ADVERTISEMENT SPPRA Website Yes SPPRA I.D 4406/11 i) (If Yes, give date and SPPRA Identification No.) Dated 21.05.2011 **News Papers** Yes INF/KRY/1822/11 & 2672/11 ii) (If Yes, give name of newspapers and dates) 21. Nature of Contact Local 22. Whether qualification critaria was included In bidding/Tender Documents? No 23. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? No 24. Whether approval of computent Authority Was Obtained for using a method for Using a method other than open compitative Bidding. N.A 25. Was Bid Security Obtained from all Bidders? Yes 26. Whether the Succesful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case N.A Of Consultancies) 27. Whether the Succesful bidder tehnically No Complaint. 28. Whether the Names of Bidder and their quoted prices were read out at the time of Yes opening bids? 29. Whether Evaluation report given to bidders Before the award of contract. Yes 30. Any complaints received? No 31. Any Deviation from specifications given In the tender notice/documents? No 32. Was the extension made in response time? No 33. Deviation from qualification area? No 34. Was it assured by procurment Agency that

c) Two Stage-Bidding Procedure

The selected firm is not black listed?

Yes

35. 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

36. Were proper safegaurds provided on mobilation advance payment in the contract,

(bank Guarantee etc)?

N.A

37. Special Conditions, If any

N.A

Authorized Officer

EXECUTIVE ENGINEER

# **BID EVALUTION REPORT**

1. Name of Procuring Agency: Hyderabad Development Authority

2. Tender Reference No: EE/HPCD-II/HDA/1210/2011 dated 21.5.2011 and EE/HPCD -II/HDA/1367/2011 dated 23.7.2011

3. Tender Description/Name of work/item: P/L/J/T 6" Dia P.E Pipe Line from Al-fareed

Square to Prince Town Phase-II.

4. Method of Procurement:

Local

5. Tender Published: SPPRA I.D No 4406/11 dated 21.5.11 & INF/KRY/1822/11 & 2672/11

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: 12.8.2011

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 Muhammad Ali Enterprises p-A 30% Above p-B Total	Rs 409588/- Rs 1444317/ Rs 1853905/	1st Lowest	18.03% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Nabi Enterprises p-A 31% Above p-B Total	Rs 412739/- Rs 1451730/ Rs 1864469/	2 <sup>nd</sup> Lowest	18.70% above		
3	M/S Muhammad Ali Enterprises p-A 32% Above p-B Total	Rs 415890/- Rs 1458455/ Rs 1874345/	3 <sup>rd</sup> Lowest	19.337% above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account

Housing Project HDA

Project Director Housing Project HDA

NO:PD/HP/HDA/Estt://304 /2011, Hyderabad dated: 17-10-2011

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

SUBJECT: P/L/J & TESTING 6"DIA PE WATER SUPPLY PIPE LINE FROM AL-

FAREED SQUARE TO PRINCE TOWN PHASE-II

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1465, dated: 09.09.2011.

The B-I agreement for the subject work in favour of M/s Muhammad Ali, Government Contractor, is returned herewith duly sanctioned for Rs.18,53,905/- (Rupees Eighteen Lacs Fifty Three Thousand Nine Hundred Zero Five Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

OFFICE OF THE EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD

NO.EE/HPCD-II/HDA/ Hyderabad. Dated:

The Project Director, Housing Project HDA.

Hyderabad.

Subject:

B-I AGREEMET FOR THE WORK P/L/J/T 6" DIA P.E WATER SUPPLY PIPE LINE FROM AL-FAREED SQUARE TO PRINCE

TOWN PHASE-II.

The B-I agreement of the above noted work containing (25) pages complete in all respect in favour of M/S M. Ali Enterprises is submitted herewith for necessary action.

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

VI T. No. EEIHODO, NON 1-4.21-5-4 AG.R. WAP.D. Nos. 9938 of 81-35 FORM B-I 56-1 of 6-1-36, 1659- W of 27-9-37, PUBLIC WORKS DEPARTMENT G.C.M.P. and M. Doptt, No. 383-P/37 of 9-11-37 (P.W.D.) No. S-173. 2-W of 18-12-37 C. Rs. (P.W.D.; No. 1038-1 of DIVISION 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 Percentage Rate Tender and Contract 1038/11-1 of 28-3-49, 5647-W2 of 12-12-50 for works : 9/2 /19. He. General Rules and Directions, topathe Guidance of Contractors & il. All work proposed to be executed by contract shall be indicated Prolest Const. Division-II.

form of invisation to tender posted on a board hung up in the coffice of II.A Hyderaad

Executive Engineer had signed by the Executive Engineer. This form will state the work to be carried out, as well as the dall for sul This form will state the work to be carried out, as well as the dad for st mitting and opening tenders and the time allowed for carrying out the work at the amount of earnest money to be deposited with political and the angular the security deposit to be deposited by the constant tenders and the angular if any, to be deducted from bills. It will also state whether retime of quality to royalties, octroi dues and ground rents tions, designs and drawings and estimate the particular than the angular particular to the purpose of identification by contractors at the office of the Exert. 2. In the event of the tender being separately by each partner thereof, or init shall be sigued on his behalf by a perso. him to do so. Receipts for payments made on a firm, shall also be signed by all the pa-SPECIAL described in their tender as a firm, in wh SPECIAL SPECIAL SPECIAL SPECIAL ADHESIVE name of the firm by one of the partners ADHESIVE ADHESIVE authority to give effectual receipts for the 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 Assistant Accountant memorandum showing items of work-to be carried out; he is willing to the second of the state of the second of the state of the second of the seco take 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 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. 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.

Receipt No. dated for from Government Treasury or Sub-Treasury at in respect of the sum of Rs. (1900) Animal to be specified in the sum of the full value of fied in words and figures. which is to be absolutely forfeited to Government should  $-\frac{\tau}{we}$  not deposit Strike out (a) if no cash security deposit is to be taken.

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

Sanctioned for lo! 18,53,905 Fifty Thee Thousand Nine

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

Executive Engineer,

Division (or his duly authorisd Assist HDA Hyderabadil

Dated the

day of

Conditios of Contracts

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

contractor) shall (A) [(within one day for a centract 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 fication of the acceptance of his tender) deposit with the Executive Engineer in more than 12 months) a sum sufficient with the amount of the earnest money coosited by him with his tender to make up the full security deposit specified in 'cposited 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 deposited shall not amount to: payment to the contractor for work done under the contract to make up the full 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 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 bas expressly desired this in writing

If the amount of the security deposit to be paid in a himp 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 recovely of the amounts.

Compensation for delay-

EXECUTIVE ENGINEER Unusing Project Const: Division- I

- (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 eny 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. The condition work in the contract 10 days' notice in writing. The contractor will have no claim for compensation for any loss sustained by him owing to such action.

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 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 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 power to take possession rates, or in the case of contract not being applicable, at current market rates, to sion of or require be certified by the Bexcutive Engineer whose certificate thereof shall be final; removal 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 othe 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. - the same of the transfer at the same of the same of

under clauses 3 and 4.

EXECUTIVE ENGINEER Mousing Project Const: Division-

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

Payment at

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

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 nied 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

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 himsomfor, any wastage in or damage to any such materials.

Store

Clause 13.—The contractor shall execute the whole and every parts of the works to be executed work in the most substantial and work manufactor and both has regards in accordance with materials and all other matters in strict accordance with the specifications longed process, etc. In the office of the Executive Engineer and initialled by the parties of the executive Engineer and initialled by the parties of the executive Engineer and initialled by the parties of the executive Engineer and initialled by the parties of the executive Engineer and initialled by the parties of the executive Engineer and initialled by the parties of the executive Engineer and initialled by the parties of the executive Engineer and initialled by the parties of the executive Engineer and the specification being a part of the contract. The contractor shall also

EXECUTIVE ENGINEER Monsing Project Const: Division-

CONTRACTOR

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work materials or 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 pur-sible agent to be present. 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

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 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, building, road, fence, enclosure or greass land or cultivated ground continuous damage done, and for the premises on which the work or any part thereof is being executed, or if months 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 the 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, if from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered, or substituted from, and whether included in the specification, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carrage therefor, to and from the

Contractor to supply ladders scalfol-

EXECUTIVE ENGINEER Housing Project Const: Division:

CONTRACTOR

upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof and in addition the 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 plyable by way under any of these conditions shall be considered as a reasonable compensation to of compensation to be considered as reasonable 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 constitution of firm to be constituted by the contractor to the Engineer-in-titution of firm to be charge for his information.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintend-direction of Superintending 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 time carried on,

Clause 30.—Except where otherwise specified in the contract and subject to Decision of sur 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 whatseever 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 Stores articles of European or American manufacture which may be required for the or 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. 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 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.

where

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.

PACIFORNIA P

EXECUTIVE ENGINEER \* translan Ornicet Const: Division-

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

Clause 46.—When tendered rates are the same preference will be given at Procedure for accepting 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 liable for recovery as arrears of Land Revenue.

Recovery of dues from. Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partner- Partnership 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 livied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Paymont 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.

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 forficted.

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 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. Circulat Memorandum No. 1006-1 dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

> Exertevalve engineer Housing Project Const: Division I. Executive Albertaet, Division.

Contractor. STOR L (iii) G-93...

DRNo. DT: 1 Rs.1000/-

### TENDER FOR WORK

Muhamma a Ali Esta priso.

I/We hereby tender for the execution for the government of West Pakistan (here in before and here in after referred to as "Government") of the work specified in the under waitten memorandum with in the time specified in such memorandum Part-A 300 o aband Part-B 1444317/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, drawing, and instructions in writing reffered to in rule hereof and in Clause-12, of the annexed conditions of contract and argee that when materials and the retes to be are provided by the Government such materials and the retes to be paid for them shall be as provided in Schedule-A here to

HDA, HYDERABAD

### MEMORANDUM

(a) General Description:-

P/L/J/T 6" Dia P.E water supply pipe line from Al-Farced Square to Prince Town Ph-II.

(b) Estimated Cost,

Rs.1800000/-

(c) Earnest Money 2%.

Rs. 36000/-

(d) Security Deposit. (including earnest money 10%)

Rs. 180000/-

(e) Percentage if any deducted from bills Rs. 8%.

Rs. 144000/-

(f) Time allowed for the work from date of written order to

mommence.

Call Deposit No. \_\_\_\_\_ Dated, \_\_\_\_ Rs. \_\_\_\_ Rs. \_\_\_\_ Rs. \_\_\_\_ Should this tender be accepted I/we hereby agree to abide by any fulfill all the terms and provisions of the conditions of of contract anneded here to far as applicable, and in the default hereof to forfeit and pay to Government the sum of money mentioned in the said conditions.

### SCHEDULE"A"

NAME OF WORK :-

P/L/J/T 6" Dia P.E water supply pipe line from Al-Fareed

Square to Prince Town Ph-II.

S.NO.	ITEM DESCRIPTION	QTTY.	RATE	UNIT	AMOUNT
		and the same			

HOUSING (P) CONSTT: DIVISION -II

HDA, HYDERABAD

### SCHEDULE - B

Name of work:-

P/L/J/T 6" Dia P.E water supply pipe line from Al-Fareed Square to Prince Town Ph-II.

		Square to Fine	e rown Fil-ii.		III III III III III III III III III II	(0.0)
lten No		on. Quantity	Rate	<u>Unit</u>	A	Amount
PAR	RTA		11			
	true alignment cutting joints he Engineer in cha for non vehicul	pipelines and pits in so and shape levelling of b oles and disposal of sur- arge, providing fence gu lar traffic wherever requ 50 m) (PHES, P-46 item	eds of trenches to plus earth within or rards lights flags ar ired, lift upto 5 ft.	correct level and gra- ne chain as directed nd temporary crossin	de, by ngs	
	0'~5'	5250.00 cft	@ Rs. 1742.40	P.%o cft	Rs.	9148
2	and dressing s correct level ar one chain as di and temporary	pipelines in trenches an ides to true alignment a nd grade, cutting joints to irected by Engineer in concert in concert in the crossings for non vehicular ad upto ong chain (30.5	and shape levelling noles and disposal charge, providing fe ular traffic whereve	of beds of trenches of surplus earth with ence guards lights fla er required, lift upto 5	to hin gs	
	0~5'	15750.00 cft	@ Rs. 2613.60	P.%o cft	Rs	41164
3	and dressing si correct level an one chain as di and temporary	pipelines in trenches an des to true alignment a d grade, cutting joints h rected by Engineer in c crossings for non vehicu ad upto one chain ( 30.5	nd shape levelling noles and disposal harge, providing fe lar traffic whereve	of beds of trenches of surplus earth with nce guards lights flag r required, lift upto 5	to nin gs	
	0~5'	5250.00 cft	@ Rs. 5082.00	P.%o cft	Rs	26681
4		xing, driving open timbe S P-53 item No.21 ).	7.74		10	
		10000.00 sft	@ Rs. 1980.35	P.% sft	Rs	198035
5	concrete mason  II) For pipe lin excavation, second	ing out sub soil water of ary work in foundation, e trench volum under and time for cost in situen ing, (PHES P-52 item N	water to be me	asured first time for	or	9
		10500.00 cft	@ Rs. 139.60	P.% cft	Rs	14658
12	Refilling the exc full compaction e	avated stuff in trenches etc. complete, (PHE P-5	6" thick layers i/c 3 item No.24).	watering ramming t	0	
		18900.00 cft	@ Rs. 1343.00	P.%o cft	Rs	25383
				Total	Rs. 3	15068.00

CONTRACTOR

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.Λ.
- 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.
- 6. The decision of the site Engineer for the work regarding interpretation of the specification or any other matter of the work shall be final conclusive and binding on both parties.
- 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

HOUSING (P) CONSTT: DIVISION II
HDA, HYDERABAD

11.11-12

#### SCHEDULE B.

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

- Commissioners	Quantities	Item of work	Теп	ders rates	Ful	Total amount seconding to estimated quantities.
No.	Quantities estimated but may be more or less.	pe more of less.	In figures	In words		estimated quantities.
	CD BOLLOW, Down 86		Rt. P	Pales.		The state of the s
	Development		the short state of the state of	COLOR STATE OF THE		
			on the west span			
		*			September Street	
					Modes and Com	
					and the second	
and the second			1			
		- Communication		- Control Cont		
	eff and tax applications			Political Company		
- Chinabathan	and Specification					
CONTRACTOR CONTRACTOR	Professor Aven Effice.			ACCOUNTY OF THE PERSON AND THE PERSO		2.1
estropic culturates	elektron recognisation	16				
Sineanthia	ACCESSES E COMMON	7				
Charles Spidosha	and the second s	ODDOTHA MAD	8 1	Parameter and a second		19
o de Loca tapas	C. C.	dedicación de	E <sub>S</sub>	Military Malignos	- Company	
The second state of the se	Constitution of the cons	NATION CONTRACTOR		The second secon	THE PERSONNEL PROPERTY.	
- Colombia	the state of the s	CO(Storm)			one sale	1.

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

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.

Executive Braincer
FEXECUTIVE ENGINEER
Assistant PHOJEST Const: Division-II

H.D.A. Hyderaad

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** 

PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 4" dia water Supply line in Sumera

Bunglows in ZP-III Qasimabad.

4. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 455000/-

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

**Enclosed** 

9. NAME AND ADDRESS OF THE SUCCESFUL BUILDER: M/S Abdul Nizam, Pathan Goth

Jamshoro Hyderabad.

10. CONTRACT AWARD PRICE:

Rs 551604/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

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

M/S Abdul Nizam

(1st)

M/S Sultan Muhammad Khan

(2<sup>nd</sup>)

(3rd) M/S Agha Fateh Muhammad Khan

12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Project Director Housing Project HDA vide No:

PD/HP/HDA/1021/11 dated 22.08.2011

13. ADVERTISEMENT

SPPRA Website i)

Yes

SPPRA I.D 4406/2011

(If Yes, give date and SPPRA Identification No.)

News Papers ii)

Yes

INF/KRY/1822/11 & 2672/11

### COMPARATIVE STATEMENT

NIT No. EE/HPCD-II/HDA/TC/1210 Hyderabad dated, 21-05-2011 First publication. Date of issu, 12-08-2008.

rrigendum No. EE/HPCD/HDA/1367, ated 23-07-2011.

Name of work:-

P/L/J/ & TESTING 4" DIA WATER SUPPLY PIPE LINE IN SUMERA

BANGLOWS IN ZP-III QASIMABAD.

Estimate:-

Formally approved by the Project Director, Housing Project HDA, vide

No.PD/HP/HDA/DB/931,DATED, 27-04-2011, Rs.455000/-

Estemated Cost

Schedule Item:-

Rs. 395708

Non Schedule:-

68840 Rs.

Cartage:-

377

Total

Rs. 464925 Rs.

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 Abdul Nizam	22% Above	Rs.482763/76 (+)Rs.68840/- Rs.551603/76	1st lowest		Being a lowest in the compt: hence accepted	
2	M/s Sultan M Khan	24% Above	Rs.490677/92 (+)Rs.68840/- Rs.559517/92	2nd lowest	20.34% Above		
3	M/s Agha Fateh Muhammad Khan	25% Above	Rs.494635/ (+)Rs.68840/- Rs.563475/	3rd lowest	21.19% Above	1	

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

Deputy Director, Accousts Housing Project Wyderabad Development Authority PROJECT DIRECTOR Housing Project HDA Hyderabad.



### SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

NAME OF THE ORGANIZATION/DEPTT:

Hyderabad Development Authority

2. PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 6" dia PE water Supply line from Al-Fareed Square to Prince Town Phase-II.

4. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 1916000/-

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

NAME AND ADDRESS OF THE SUCCESFUL BUILDER: M/S Muhammad Ali Enterprise,

194-C-10 Latifabad, Hyderabad.

10. CONTRACT AWARD PRICE:

Rs 1853903/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

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

M/S Muhammad Ali

(1st)

M/S Nabeel Enterprise

(2<sup>nd</sup>)

M/S Hanif Enterprise

(3<sup>rd</sup>)

12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Project Director Housing Project
HDA vide No:

PD/HP/HDA/1021/11 dated 22.08.2011

13. ADVERTISEMENT

i) SPPRA Website

Yes

SPPRA I.D 4406/2011

(If Yes, give date and SPPRA Identification No.)

ii) News Papers

Voc

INF/KRY/1822/11 & 2672/11

### COMPARATIVE STATEMENT

NIT No. EE/HPCD-II/HDA/TC/1210 Hyderabad dated, 21-05-2011 First publication. Date of issu, 12-08-2008.

dum No. EE/HPCD/HDA/1367, 3-07-2011.

e of work:-

P/L/J/T 6" Dia P.E water supply pipe line from Al-Fareed Square to Prince Town

Ph-II.

stimate:-

Formally approved by the Project Director, Housing Project HDA, vide

No.PD/HP/HDA/DB/712,DATED, 21-06-2011, Rs.1916000/-

Estemated Cost

Schedule Item:-

Rs. 315068

Non Schedule:-Cartage:-

Rs. Rs. 1255630 0

Total

1570698 Rs.

S.No	Name of Agency	Rat	e Quoted	Amount	Ranking in Term of Cost	Comparision with estimated cost	Reason for acceptance/ rejection	Remarks
100 (100 (100 (100 (100 (100 (100 (100	M/s Muhammad Ali Enterprises.	Part A Part B	30% Above	409588.40 1444317.00	1st lowest 18.03% Above to	Being a lowest in the compt:		
			Total	1853905.40			hence accepted	
	N. P. S.	Part A	31% Above	412739.08	2nd lowest	18.70% Above		
2	M/s Nabi Enterprises.	Part B		1451730.00				
	Converse Usersanos		Total	1864469.08				
3 M/s Hanif	M/s Hanif Enterprises.	Part A Part B	32% Above	415889.76 1458455.00	3rd lowest	19.33% Above		
			Total	1874344.76	.0,,,,,,			

EXECUTIVE ENGINEER

HOUSING (P) CONSTT: DIVISION II HDA, HYDERABAD

Deputy Director, Accounts Housing Project

Avderabed Development Authority

PROJECT DIRECTOR Housing Project HDA Hyderabad.



## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

NAME OF THE ORGANIZATION/DEPTT:

Hyderabad Development Authority

2. PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 4" dia PVC water Supply line at D

-Block North Qasimabad.

4. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 515800/-

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 Shahid & Brothers,

D-275 Qasimabad Phase-II Hyd.

10. CONTRACT AWARD PRICE:

Rs 660193/-

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 Shahid & Brothers

(1st)

M/S Ali Hassan Jatoi

(2<sup>nd</sup>)

M/S Abdul Nizam

(3rd)

12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Project Director Housing Project
HDA vide No:

PD/HP/HDA/1021/11 dated 22.08.2011

#### 13. ADVERTISEMENT

SPPRA Website

Yes

SPPRA I.D 4406/2011

(If Yes, give date and SPPRA Identification No.)

ii) News Papers

Yes

INF/KRY/1822/11 & 2672/11

### COMPARATIVE STATEMENT

NIT No. EE/HPCD-II/HDA/TC/1210 Hyderabad dated, 21-05-2011 First publication. Date of issu, 12-08-2008.

corrigendum No. EE/HPCD/HDA/1367,

Dated 23-07-2011.

Name of work:-

P/L/J/ & TESTING 4" DIA PVC WATER SUPPLY PIPE LINE AT D BLOCK,

NORTH QASIMABAD.

Estimate:-

Formally approved by the Project Director, Housing Project HDA, vide

No.PD/HP/HDA/DB/931,DATED, 27-04-2011, Rs.515800/-

Estimated Cost

Schedule Item:-Non Schedule:-

Rs. 488797 63861 Rs. 603 Rs.

Cartage:-Total

553261 Rs.

S.No.	Name of Agency	Rate Quoted	Amount	Ranking in Term of Cost	Comparision with estimated cost	rejection	Remarks
			Rs.596332/34			Being a lowest in the compt: hence	
1	M/s Shahid & Brothers.	22% Above	(+)Rs.63861/- Rs.660193/34	1st lowest	19.32% Above	accepted	
	Biothere		Pc 601220/31		20.21% Above		
2	M/s Ali Hassan Jatoi.	23% Above	(+)Rs.63861/- Rs.665081/31	2nd lowes	1 20.21% Above		
3	M/s Abdul Nizam.	24% Above	Rs.606108/28	3rd lowes	t 21.09% Above	9	

EXECUTIVE ENGINEER HOUSING (P) CONSTITUTION II HDA, HYDERABAD

Deputy Director, Accounts

Housing Project Wyderabad Development Authority PROJECT DIRECTOR Housing Project

HDA Hyderabad.

# 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

PROVINCIAL/LOCAL GOVT/OTHER:

Local Govt:

3. BRIFE DESCRIPTION OF CONTRACT:

P/L/J/T 12" dia RCC ASTM Sewer Line at

Marvi Town in ZP-III HDA.

4. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 1271000/-

5. NUMBER OF TENDER DOCUMENTS SOLD Three

(attach list of buyers):

Three

NUMBER OF BIDS RECEIVED: 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 Abdul Nizam,

Pathan Goth Jamshoro Road Hyd.

10. CONTRACT AWARD PRICE:

Rs 1185275/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

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

M/S Abdul Nizam

(1st)

M/S Sultan Khan

(2<sup>nd</sup>)

M/S Agha Fateh Muhammad Khan

(3rd)

12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Project Director Housing Project HDA vide No:

PD/HP/HDA/1021/11 dated 22.08.2011

13. ADVERTISEMENT

SPPRA Website i)

Yes

SPPRA I.D 4406/2011

(If Yes, give date and SPPRA Identification No.)

News Papers ii)

Yes

INF/KRY/1822/11 & 2672/11

#### COMPRATIVE STATEMENT

gendum No.EE/HPCD-II/HDA1367

NIT No. EE/HPCD-II/HDA/TC/121 Hyderabad Dated 21-05-2011 First Publication Date of issue 12-08-2011

Name of Work;-

P/L/J/T 12" DIA RCC ASTM SEWER LINE AT MARVI TOWN IN ZP-III HDA

Estimate

Formally approved by the Project Director Housing Project HDA vide No.PD/HP/HDA/DB/931 dated 27-04-2011 Rs.1271000/-

Estimate cost

S.NO	NAME OF AGENCY	RATE QUATED	AMOUNT	RANKING IN TERM OF COST	COMPARISION WITH ESTIMATTED COST	RESON FOR ACCEPTANCE/ REJECTION	REMARKS
1	M/s Abbdul Nizam	39% above	1066715 (+) 118560 1185275	1st Lowest	18% above	Being a lowest in compt; hence accepated	
2	M/s Sultan Muhammad Khan	40% above	1074389 (+) 118560 1192949	2nd Lowest	18.27% above		
3	M/s Aga Fateh Muhammad Khan	41% above	1082064 (+) 118560 1200624	3rd Lowest	19% above		

EXECUTIVE ENGINEER, HOUSING (P) CONSTT; DIV-II HDA HYDERABAD

Deputy Director, Accounts
Housing Project
Syderebad Dovelopment Authorite

PROJECT DIRECTOR
Housing Project
HDA Hyderabad.



### 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 15" dia RCC ASTM Sewer at Mirza

Parah Near Preetabad ZP-VI Hyderabad.

4. ENGINEER'S ESTIMATE

(foR civil works Only):

Rs 853720/-

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 Jibrael Khan & Brothers

**Choor Lakee Taluka and District** 

Kohat, Khyberpakhtoonkhuwa.

10. CONTRACT AWARD PRICE:

Rs 996800/-

11. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

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

M/S Jibrael Khan

(1st)

M/S Hanif Enterprises

(2<sup>nd</sup>)

M/S Ali Nawaz Khan

(3<sup>rd</sup>)

12. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Project Director Housing Project

HDA vide No:

PD/HP/HDA/1021/11 dated 22.08.2011

#### 13. ADVERTISEMENT

i) SPPRA Website

Yes

SPPRA I.D 4406/2011

(If Yes, give date and SPPRA Identification No.)

ii) News Papers

Yes

INF/KRY/1822/11 & 2672/11

### COMPARATIVE STATEMENT

NIT No. EE/HPCD-II/HDA/TC/1210 Hyderabad dated, 21-05-2011 First publication. Date of issu, 12-08-2008.

gendum No. EE/HPCD/HDA/1367,

ed 23-07-2011.

Name of work:-

P/L/J/T 15" DIA R.C.C. ASTM SEWER AT MIRZA PARAH NEAR PARETABAD

AT ZP-VI HYDERABAD.

Formally approved by the Project Director, Housing Project HDA, vide Estimate:-

No.PD/HP/HDA/DB/326,DATED, 19-03-2011, Rs.853720/-

Estimated Cost:-

Schedule Item:-Non Schedule:- Rs. 742941 23547 Rs.

Cartage:-

16837 Rs.

D/Cost of Steel:-

33810 Rs.

Diff Cost of Cement:-

19845 Rs.

Total

Rs. 836980

S.No.	Name of Agency	Rate Quoted	Amount	Ranking in Term of Cost	Comparision with estimated cost	Reason for acceptance/ rejection	Remarks
J.110.		WAX BE AND THE PROPERTY OF THE			Being a lowest in		
1	M/s Jibrail Khan & Brothers.	31% Above	Rs.973252/71 (+)Rs.23547/- Rs.996799/71	1st lowest	19.09% Above	the compt; hence accepted	
2	M/s Hanif Enterprises.	32% Above		2nd lowes	19.98% Above		
3	M/s Ali Nawaz Khan.	33% Above	Rs.988111/53	3rd lowes	t 20.87% Above	•	

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

Deputy Director, Accounts Housing Project Wyderabad Development Authority PROJECT DIRECTOR Housing Project HDA Hyderabad.