

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **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**
7. Tender Estimate Value: **Rs 660193/-**
8. ENGINEER'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. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID) **M/S Shahid & Bros (1<sup>st</sup>)  
M/S Ali Hassan Jatoi (2<sup>nd</sup>)  
M/S Abdul Nizam (3<sup>rd</sup>)**
18. Method of Procurment Used  
a) Single Stage-One Envelope Procedure **Local**  
b) Single Stage-Two Envelope Procedure **-**

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

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 Procurement was included in Annual Procurement Plan **Yes**
20. ADVERTISEMENT
- i) SPPRA Website **Yes** **SPPRA I.D 4406/11  
Dated 21.05.2011**  
(If Yes, give date and SPPRA Identification No.)
- 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 criteria was included In bidding/Tender Documents? **No**
23. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **No**
24. Whether approval of competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**
25. Was Bid Security Obtained from all Bidders? **Yes**
26. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**
27. Whether the Successful bidder technically 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 procurement Agency that

- The selected firm is not black listed? **Yes**
35. Was visit made by any officer/official of procurment agency to the suppliers permises in connection with procurment? If so details to be ascertained regaring financing of visit, if aborad. **N.A**
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**  
**HOUSING PROJECT CONSTT: DIVISION-37**  
**H. D. A. HYDERABAD**

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

NO:PD/HP/HDA/Estt:/ 1312 /2011,  
Hyderabad dated: 17-10-2011

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.**

REFERENCE: 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 H.D.A  
HYDERABAD SINDH

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

NO.EE/HPCD-II/HDA/ 1466  
Hyderabad. Dated: 9/9 /2011

1102  
17-9-2011  
To, *[Signature]*

The Project Director,  
Housing Project HDA.  
Hyderabad.

*[Signature]*  
Subject:

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

*[Signature]*  
9-5

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.

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

NIT No. E/11/10/10/10/10/10  
10/10/10/10/10/10

G.O. Rs. W.P.D. Nos. 7938 of 6-4-55,  
561 of 6-5-56, 1658 of W/P of 2-2-57,  
G.C.M.P. and M. Dept. No. 383-P/57  
of 9-11-57 (P.W.D. No. S-103 of 2-W of  
18-12-57 G. Rs. (P.W.D.) No. 1038 of  
22-2-59 12-10-44 and 2-5-46 65-W of  
22-2-59 12-10-44 and 2-5-46 65-W  
1038/11-1 of 28-3-49, 564-W2 of 2-12-50

FORM B-I  
PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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

4. Any person who is stating at what percentage memorandum showing to take the work. Only or be framed. Tenders, w the said form of invitatio work, or which contain printed form of tender's contractors wish to tend tender for each. Tende they refer written outsid



5. The Executive E in the presence of contractors who have submitted tenders of their own who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in suitable form. In the event of a tender being accepted, the contractors shall for the purpose of identification, sign copies of 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.

193-5 000-2 30-TSS  
CONTRACTOR

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury or Sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing the earnest money of \_\_\_\_\_ which is to be absolutely forfeited to Government should \_\_\_\_\_ not deposit \_\_\_\_\_

\*Amount to be specified in words and figures.

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198

\*\*Signature of contractor before submission of tender.

*B-I agreement sanctioned for Rs. 6,60,193/- (Rupees six lacs sixty thousand one hundred ninety three only)*

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

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

Executive Engineer

\*Signature of the officer by whom accepted, witness

Division (or his duly authorised Assistant).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198

Conditions of Contracts

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

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

Compensation for delay

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EXECUTIVE ENGINEER  
Project Post: Division II  
G.D.A. Hyderabad

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

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case a 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 amount which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

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

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

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

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EXECUTIVE ENGINEER  
Public Works Dept. Division II  
L.S.A. Hyderabad



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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Store supplied by Government.

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

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

**CONTRACTOR**

EXECUTIVE ENGINEER  
Housing Project Const. Division-II  
M.O. Government

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

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

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

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

**CONTRACTOR**

EXECUTIVE ENG.  
Housing Project Const. Div.  
P.W.D. Hyderabad

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

Certificate for concess-  
ionary freight charges  
from the Railway.

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

Procedure for accep-  
tance of tenders when  
tender rates are same.

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

Recovery of dues from  
contractor as arrears  
Land Revenue.

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

Partnership of M.L.A. is  
forbidden.

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

Payment of Sales Tax.

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

Interest or share  
Government servant in  
the work.

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

When the sanctioning authority for the tender is:—

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

Clause 52.—“If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either 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 B.W.D. Circular Memorandum No. 1006-I dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor: 

  
Executive Engineer,  
Working Project Const. Division-1  
H.D.S. Hyderabad  
Executive Engineer,  
Division.

**TENDER FOR WORK**AGENCY: M/s Shabid & Brothers

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 (22%) 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 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.

Checked by  
Date 12/08/11  
M/S

M. H. N.  
EXECUTIVE ENGINEER  
HOUSING (P) CONST: 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 earnest 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 126328 Dated: 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.

M. H. N.  
(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 .....

  
CONTRACTOR

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

## SCHEDULE - B

NAME OF WORK: 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/1	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/=
T/3	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/-
T/4	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 masonry work in foundation. (PHE P-52 item No. 18) Takae (2) lines Qty of Item No:T/3			
	20700.00 Cft @ Rs.139.60	P. % Cft	Rs.28897/-	
T/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.			
	<u>3" Dia</u>	2300.00 Rft @ Rs. 69.05	P. Rft.	Rs. 158815/-
	<u>4" Dia</u>	460.00 Rft @ Rs. 104/35	P. Rft.	Rs. 48001/-
T/9	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.			
	<u>CI TAIL PIECES</u>			
	(i) 3" Dia	18.Nos	@Rs.300/- Each	Rs.5400/-
	(ii) 4" Dia	15Nos	@Rs.375/- Each	Rs.5625/-
	<u>TEE FLANGED</u>			
	(i) 3" Dia	06.Nos	@Rs.785/- Each	Rs.4710/-
	<u>BEND / FLANGED ANY DIA</u>			
	(i) 3" Dia	5.Nos	@Rs.550/- Each	Rs.2750/-
	<u>END PLUG</u>			
	(i) 3" Dia	4.Nos	@Rs.160/- Each	Rs.640/-



## CONDITIONS

1. Any error omission in the schedule-A & B shall be governed by the sanctioned estimate of the work of prevailing schedule of rates as adopted by the H.D.A.
2. No premium will be allowed on items based on Non-Schedule/ Market Rates.
3. Premium quoted by the contractor shall include the cost of carriage and difference cost of materials for which no separate payment will be made.
4. All machinery T&P as required for execution of job shall be arranged by the contractor and this own cost and nothing extra shall be paid.
5. Crush, sand, bajri and stone blast etc to be used in the work, shall be obtained by the contractor from approved quarries.
6. The decision of the site Engineer for the work regarding interpretation of the specification or any other matter of the work shall be final conclusive and binding on both parties.
7. The contractor will be required to undertake appropriate 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.
8. 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.
10. 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.
11. 5% be deducted at source for want of testing upto the satisfaction of Engineer incharge.
12. 6% 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: DIV-II  
H.D.A HYDERBAD

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

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

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)  
**CONTRACTOR**

(Signature of Executive Engineer)  
**EXECUTIVE ENGINEER**  
 Executive Engineer  
 (Signature of Assistant Engineer)  
**Assistant Engineer.**

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

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **I.D No 4406/11 Dated 21.5.2011**
5. BRIEF DESCRIPTION OF CONTRACT: **P/L/I/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 contract) **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 SUCCESSFUL BUILDER: **M/S Abdul Nizam  
Pathan Goth Jamshoro Road Hyd.**
16. CONTRACT AWARD PRICE: **Rs 551604/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID) **M/S Abdul Nizam (1<sup>st</sup>)  
M/S Sultan M.Khan (2<sup>nd</sup>)  
M/S Agha Fateh.Muhammad (3<sup>rd</sup>)**
18. Method of Procurement Used
  - a) Single Stage-One Envelope Procedure **Local**
  - b) Single Stage-Two Envelope Procedure **-**

- b) Single Stage-Two Envelope Procedure -
- c) Two Stage-Bidding 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 Procurement 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 criteria was included In bidding/Tender Documents? **No**
23. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **No**
24. Whether approval of competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**
25. Was Bid Security Obtained from all Bidders? **Yes**
26. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**
27. Whether the Successful bidder technically 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  
The selected firm is not black listed? **Yes**
35. Was visit made by any officer/official of procurment agency to the suppliers premises in  
connection with procurment? If so details to be ascertained regarding financing of visit, if  
abroad. **N.A**
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

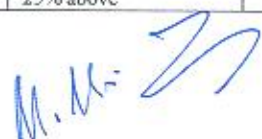
**EXECUTIVE ENGINEER**  
**HOUSING PROJECT CONST: DIVISION-D**  
**H. D. A. HYDERABAD.**

# **BID EVALUATION 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**
5. Tender Published: **SPPRA LD 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/	1 <sup>st</sup> Lowest	18.64% above	Being 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

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

NO:PD/HP/HDA/Estt/ 1303 /2011,  
Hyderabad dated: 17-10-2011

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 HDA  
HYD SINDH

110% NIT No. EEPK/2011/1210  
dated 21-5-2011

G.Rs., W.P.D. Nos. 7933 of 6-4-35, 56-1 of 6-1-36-1659, W.P.D. No. 2779-37, G.C.M.R. and M. Dept. No. 393-P/37 of 9-11-37, P.W.D. No. S-173, 2-W of 18-12-37, G.Rs. (P.W.D.) No. 1038-1 of 22-2-39, 12-10-41 and 2-5-44, 654-W of 22-2-39, 12-10-44 and 2-5-44, 65-W 1038/11-1 of 26-3-49, 5647-W2 of 12-12-50

FORM D-1 Issue 12/8/2011  
PUBLIC WORKS DEPARTMENT  
CIRCLE

DIVISION

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

Tender issued to Mr. Abdul Nizam

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited 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 be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents, required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

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

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

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

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

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





Receipt No. **9283**

dated **7/6/2011** from Government Treasury or

Sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. **11000/-**

is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should it not deposit

\*Amount to be specified in words and figures.

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_

\*\*Signature of contractor before submission of tender.

**B-I agreement sanctioned for Rs. 5,51,604/- Clauses. Five Lacs Fifty one Thousand Six Hundred Four**

(Witness) (Address) (Occupation)

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

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

Executive Engineer, **PROJECT DIRECTOR Housing Project NDA Hyderabad**

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_

*Conditions of Contracts*

Clause 1.—The <sup>Person</sup> ~~Persons~~ whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender], or (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit]. *Provided always that in the event of the contract 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 amount of \_\_\_\_\_ per cent by deducting a sufficient sum from every such payment as last aforesaid.* All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Security deposit.

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

Compensation for delay

**CONTRACTOR**

**EXECUTIVE ENGINEER**  
Housing Project Council Hyderabad

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

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

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

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

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

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

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

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

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

(Signature) CONTRACTOR

(Signature) EXECUTIVE ENGINEER  
Municipal 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 accruing of any claim; nor shall it conclude, determine; or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Store supplied by Government.

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

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

CONTRACTOR

EXECUTIVE ENGINEER

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 contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

EXECUTIVE ENGINEER  
 Municipal Public Const. District

*[Handwritten signature]*

DRNo. 1132 DT: 12/6/2011 Rs.1000/-

**TENDER FOR WORK**

AGENCY:- M/s. Asad Ali

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 Part-A 100% and Part-B \_\_\_\_\_ 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 referred to in rule hereof and in Clause-12, of the annexed conditions of contract and agree 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.

*Approved by  
on 12/06/2011*

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

**MEMORANDUM**

- (a) General Description:- P/L/J/T 4" Dia water supply pipe line in Sumera Bungalows @ ZP-III
  - (b) Estimated Cost, Rs. 300000/-
  - (c) Earnest Money 2%, Rs. 6000/-
  - (d) Security Deposit. (including earnest money 10%) Rs. 240000/-
  - (e) Percentage if any deducted from bills Rs. 8%, Rs. 24000/-
  - (f) Time allowed for the work from date of written order to commence, 3 Months.
- Call Deposit No. 1132 Dated, 12/6/2011 Rs. 110000/-

*Dr. DBTS*

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)

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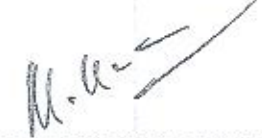
SCHEDULE "A"

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
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..... NIL .....

  
CONTRACTOR

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

SCHEDULE - B

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

<u>Item No</u>	<u>Description.</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
1	Dismantalling 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
2	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	Rs. 8712
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
4	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
5	Bailing or pumping out sub soil water during excavation concreting cost of situ concrete masonry work in foundation. ii) For pipe line trench volum under water to be measured first time for excavation, second time for cost in situ concrete (bedding for pipe line) and third time for pipe laying. (PHES P-52 item No. 18)				
		15000.00 cft	@ Rs. 139.60	P.% cft	Rs 20940
6	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
7	Supplying and spreading sand cushion in trenches / 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

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- 8 Providing PVC pressure pipe of approved quality fixing in trenches i/c cutting, fitting and jointing with solvent cement i/c testing with water to a head. (R.A.Attached).

4" dia. 1 2000.00 Rft @ Rs. 104.35 P.Rft Rs. 208700 ✓

- 9 CI Sluice valve heavy pattern, Test pressure 21.0 Kg/sq cm or 300 lbs/sq inch.(PHE. VIII-P.8 I.2)

4" dia 1.00 No @ Rs. 1200.00 Each Rs. 1200 ✓

- 10 Special cast iron fitting for PVC pipe.(PHE. VIII-P.29 I...)

4" dia  
CI tail pieces 12.00 Nos @ Rs. 550.00 Each Rs. 6600 ✓

Tail pieces 1.00 Nos @ Rs. 985.00 Each Rs. 985 ✓

CI Gibault joint 4.00 Nos @ Rs. 300.00 Each Rs. 1200 ✓

End plug 1.00 Nos @ Rs. 275.00 Each Rs. 275 ✓

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

4" dia 12.00 Nos @ Rs. 197.45 Each Rs. 2369 ✓

- 12 M/F/S M.S split tee 3/8" thick M.S sheet as per instruction of Engineer incharge etc complete. (R.A.A).

4" dia 1.00 Nos @ Rs. 7800.00 Each Rs. 7800 ✓

- 13 Interconnection charges for jointing of different dia of water supply pipe lines, this cost i/c all T&P etc. complete at site of work up to the satisfaction of Engineer in charge. (M.R).

4" dia 1.00 Job @ Rs. 9000.00 P.Job Rs. 9000 ✓

- 14 Providing valve chambers 2 1/2' x 2 1/2' (750 x 750 mm) inside dimension 4 1/2' (1372mm) deep as per approved design for sluice valves 3" to 12" dia with 18" (457mm) dia inside cast iron cover and frame (wt=1 Cwt 3 qr) fixed in RCC 1:2:4 (102mm) thick (with 5 Lbs steel per cft) 9" (229mm) thick brick masonry walls set in 1:6 cement mortar 6" (152mm) thick cement concrete 1:3:6 in foundation. 1" (25mm) thick cement concrete 1:2:4 flooring 1/2" (12.5mm) thick cement plaster 1:3 to all inside wall surface and to top i/c providing and fixing M.S foot rest at every 1 ft. beyond 2 1/2' depth, curing, excavation, back filling and disposal of surplus earth etc. complete.(PHES VIII Pv p40 I-Q,1).

1.00 No @ Rs. 6769.20 Each Rs. 6769 ✓



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15 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 ✓

Total

Rs. 464548.31

  
CONTRACTOR

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

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## CONDITIONS

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

  
CONTRACTOR

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

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

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)  
**CONTRACTOR**

(Signature of Executive Engineer)  
**EXECUTIVE ENGINEER**  
 Housing Project Const. Division II  
 M.D.A. Hyderabad

Note—To be continued on addnl sheets if found necessary

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# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **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. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 12" Dia RCC ASTM Sewer Line in  
Marvi Town Zonal Plan-III HDA Hyderabad.**
  
6. 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 contract) **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 SUCCESSFUL BUILDER: **M/S Abdul Nizam  
Pathan Goth Jamshoro Road Hyd.**
16. CONTRACT AWARD PRICE: **Rs 551604/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID) **M/S Abdul Nizam (1<sup>st</sup>)  
M/S Sultan M.Khan (2<sup>nd</sup>)  
M/S Agha Fateh Muhammad (3<sup>rd</sup>)**
18. Method of Procurement Used  
a) Single Stage-One Envelope Procedure **Local**  
b) Single Stage-Two Envelope Procedure **-**

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

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 Procurement was included in Annual Procurement Plan **Yes**
20. ADVERTISEMENT
- i) SPPRA Website **Yes** **SPPRA I.D 4406/11  
 Dated 21.05.2011**  
 (If Yes, give date and SPPRA Identification No.)
- 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 criteria was included In bidding/Tender Documents? **No**
23. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **No**
24. Whether approval of competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**
25. Was Bid Security Obtained from all Bidders? **Yes**
26. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**
27. Whether the Successful bidder technically Compliant. **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 procurement Agency that

- The selected firm is not black listed? **Yes**
35. Was visit made by any officer/official of procurment agency to the suppliers permises in connection with procurment? If so details to be ascertained regaring financing of visit, if aborad. **N.A**
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  
GOSSING PROJECT CONST: DIVISION-31  
H. D. A. HYDERABAD.

# **BID EVALUATION 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% above	Rs 1185275/	1 <sup>st</sup> Lowest	18% above	Being 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

22787

NIT No EE/PHOD/104/126  
dated. 21/8/2011  
Date of issue 12/8/2011

G.Rs., W.P.D, Nos. 7938 of 6-4-35,  
56-1 of 6-1-36, 1859, W of 2759-37,  
C.C.M.P. and M. Dept. No. 383-P/37  
of 9-11-37 (P.W.D.) No. 5-173, 2-W of  
1 8-12-37 G. Rs. (P.W.D.) No. 1038-1 of  
2-2-39 12-10-44 and 2-5-44, 654-W of  
2-2-39 12-10-44 and 2-2-5-44, 65-W  
1038/1144 of 28-3-49, 5647-W2 of 12-12-50

FORM-B1  
PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

Percentage Rate Tender and Contract  
for works

Tender issued to M/s Abdul Nizam

General Rules and Directions for the Guidance of Contractors  
D.R. No. 1139 dated 12/8/2011

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills. It will also state whether 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 documents, required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours

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

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

4. Any person who submits a tender stating at what percentage above or below memorandum 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 work, or which contain any other conditions printed form of tender shall include a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the envelope.

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

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



ACCOUNTS

19/8/11



9284

dated 7/6/2011 from Government Treasury or

Receipt No. **Treasury** at **Treasury** in respect of the sum of Rs. **22000** with forwarded representing the earnest money [(a) the full value of which is: to be absolutely forfeited to Government should not deposit

\*Amount to be specified in words and figures.

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

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1(A) of the said conditions, otherwise the said sum of Rs. **22000** shall be retained by Government on account of such security deposit as aforesaid] or [(b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions].

Dated the **3** day of **August** 198**5**

**B-I agreement sanctioned @ Rs. 11,85,275/- (Rupees Eleven Lacs Eighty Five Thousand Two Hundred Seventy Five only)**

\*\*Signature of contractor before submission of tender

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

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

Executive Engineer,

Division (or his duly authorised Assistant

**PROJ. DIRECTOR**  
**Housing Project**  
**HOA Hyderabad**

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_

Conditions of Contracts

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

Security deposit.

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

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

Compensation for delay

**CONTRACTOR**

**EXECUTIVE ENGINEER**  
Housing Project General Division

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

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

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

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

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

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

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

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

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

CONTRACTOR

M. A. [Signature]

EXECUTIVE ENGINEER  
Public Works Department

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Store supplied by Government.

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

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

CONTRACTOR

EXECUTIVE ENGINEER

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

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

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

EXECUTIVE ENGINEER

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

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

Divisional Accountant.

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

Contractor.

CONTRACTOR

L (iii) G-93-4

Executive Engineer  
EXECUTIVE ENGINEER  
Project Const. Division II  
Executive Engineer  
Division.

**TENDER FOR WORK**AGENCY: M/s Abdul Nizama

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% 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 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.

Approved by me  
12/08/11  
M/S

M. H. Z  
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 Money 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: 0009284 Dated: 7/6/2011 Rs. 220007

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.

M/S  
(CONTRACTOR)

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	.....	

  
CONTRACTOR

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



SCHEDULE - B

18

NAME OF WORK: 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 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-46 item No.1).	4363.82 Cft	@ Rs. 1742/40	P.‰ Cft.	Rs: 7604/=
T/2	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.‰ Cft.	Rs: 22811/=
T/3	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).	8727.65 Cft	@ Rs. 5346.00	P.‰ Cft.	Rs: 46658/=
	(I) <u>0'~5' depth</u>				
	5'-8' MH	845.73 Cft	@ Rs. 5610.00	P.‰ 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).

23

$$\frac{1254.31 \text{ Cft} \times 4.0}{112} = 44.79 \text{ Cwt}$$

44.79 Cwt @ Rs. 2772/55 P. Cwt Rs. 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)

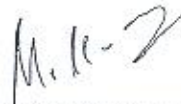
17 Nos @ Rs 418/80 Each Rs. 7120/=

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. 885981/-

  
CONTRACTOR


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

## CONDITIONS

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1. Any error omission in the schedule-A & B shall be governed by the sanctioned estimate of the work of prevailing schedule of rates as adopted by the H.D.A.
2. No premium will be allowed on items based on Non-Schedule/ Market Rates.
3. Premium quoted by the contractor shall include the cost of carriage and difference cost of materials for which no separate payment will be made.
4. All machinery T&P as required for execution of job shall be arranged by the contractor and this own cost and nothing extra shall be paid.
5. Crush, sand, bajri and stone blast etc to be used in the work, shall be obtained by the contractor from approved quarries.
6. The decision of the site Engineer for the work regarding interpretation of the specification or any other matter of the work shall be final conclusive and binding on both parties.
7. The contractor will be required to undertake appropriate 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.
8. 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.
10. All tests conducted infield/ laboratory shall be in presence of engincer's representatives as directed by the engincer incharge and no payment shall be entertained on this account.
11. 5% be deducted at source for want of testing upto the satisfaction of Engineer incharge.
12. 6% 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: DIV-II  
H.D.A HYDERBAD

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

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)  
**CONTRACTOR**

(Signature of Executive Engineer)  
 Assistant Engineer  
 Housing Project Control

Note—To be continued on additional sheets if found necessary. H.O.A.

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY****CONTRACT EVALUATION FORM****TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTORS OF  
WORKS SERVICES & GOODS**

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. Title of Contract: **Self Financing**
4. Tender No: **I.D No 4406/11 Dated 21.5.2011**
5. BRIEF 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 contract) **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 SUCCESSFUL BUILDER: **M/S Jibrael Khan & Bros**  
**Choor Lucky Taluka & Distt: Kohat**  
**K.P.K**
16. CONTRACT AWARD PRICE: **Rs 996799/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID)
- |                                    |                         |
|------------------------------------|-------------------------|
| <b>M/S Jibrael Khan &amp; Bros</b> | <b>(1<sup>st</sup>)</b> |
| <b>M/S Hanif Enterpeises</b>       | <b>(2<sup>nd</sup>)</b> |
| <b>M/S Ali Nawaz Khan</b>          | <b>(3<sup>rd</sup>)</b> |
18. Method of Procurment Used

- a) Single Stage-One Envelope Procedure **Local**
- b) Single Stage-Two Envelope Procedure -
- c) Two Stage-Bidding Procedure -
- d) Two Stage-Two Envelope Bidding Procedure -

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 Procurement was included in Annual Procurement Plan

**Yes**

20. ADVERTISEMENT

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

**Yes**

**SPPRA I.D 4406/11**

**Dated 21.05.2011**

ii) News Papers  
(If Yes, give name of newspapers and dates)

**Yes**

**INF/KRY/1822/11 & 2672/11**

21. Nature of Contact

**Local**

22. Whether qualification criteria was included In bidding/Tender Documents?

**No**

23. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents?

**No**

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

**N.A**

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

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

**N.A**

27. Whether the Successful bidder technically 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  
The selected firm is not black listed? **Yes**
35. Was visit made by any officer/official of procurment agency to the suppliers permises in  
connection with procurment? If so details to be ascertained regaring financing of visit, if  
aborad. **N.A**
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**  
**HOUSING PROJECT CONSTT: DIVISION-1**  
**H. D. A. HYDERABAD**

# BID EVALUATION 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	Being 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



4

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

NO:PD/HP/HDA/Estt/1329/2011,  
Hyderabad dated: 20-10-2011

10,

✓  
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.

**REFERENCE:** 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.

*M. Jibrail Khan*  
PROJECT DIRECTOR  
HOUSING PROJECT HDA  
HYDERABAD SINDH

NIT No. EE/HP CD-2/11/12/10  
dated. 21-5-2011

G.Rs., W.P.D, Nos. 7938 of 6-4-55,  
56-1 of 6-1-56, 1659 W of 27-9-57,  
C.C.M.P. and M. Deptt. No. 303-R/57  
of 9-11-57 (P.W.D., No. S-175, 2-W of  
18-12-57 G. Rs. (W.P.D. No. 1038-1 of  
22-2-59 12-6-44 and 2-5-46, 65-W of  
22-2-59 12-10-46 and 2-2-54, 65-W  
1958/11-1 of 26-3-49, 56-W/2 of 2-12-59

Date of Issue First Publication  
PUBLIC WORKS DEPARTMENT  
Date of opening 12-8-2011

Percentage Rate Tender and Executive Engineer  
for works (Housing Project Const: Division-II  
H.D.A. Hyderabad

Tender issued to Mr. Jib Sail Khan  
General Rules and Directions for the submission of tenders  
No. 11/127 dt- 8/6/2011

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hanging up 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 amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the contractor. If any, to be deposited by the contractor. The contractor shall submit the tender, designs and drawings as specified in the tender 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 countersigned 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, or in the case of a partnership, by a partner, or it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

a firm describe name and authority

4. A statement of memorandum take the

be framed the said work, or

printed form of tender shall include a tender for more than one work. 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.

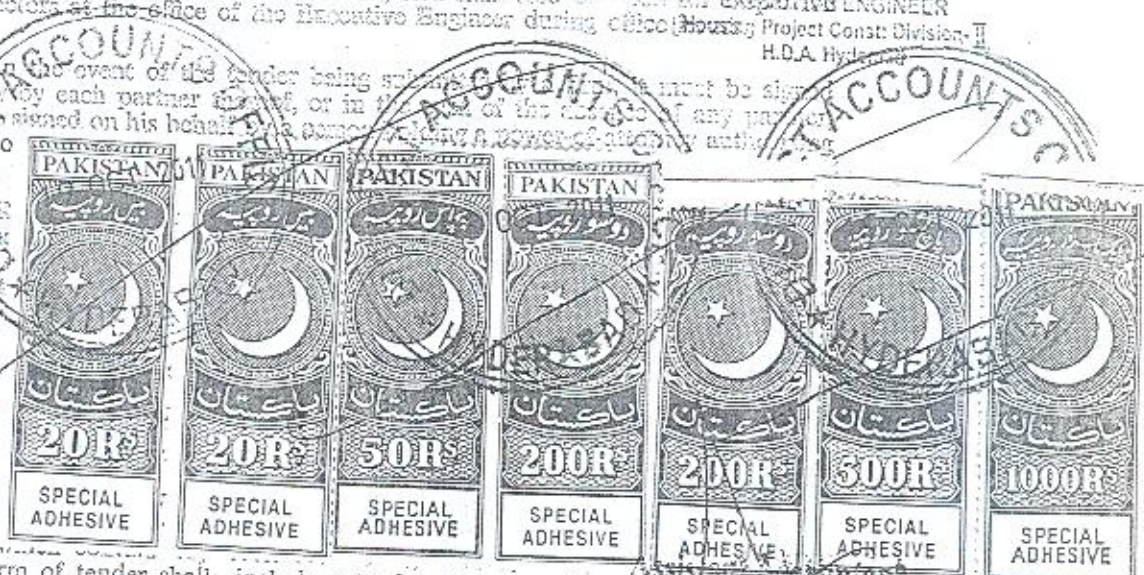
5. The Executive Engineer or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in suitable form. In the event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

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

SGP, Ka-2-L (P) of 93-5 000-2 80-TSS

Jib Sail Khan  
CONTRACTOR

Executive Engineer  
Housing Project Const: Division-II  
H.D.A. Hyderabad



Receipt No. 357/117 2-2173/3 dated 24/6/2011 from Government Treasury or Sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. 17000/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should \_\_\_\_\_ not deposit

\*Amount to be specified in words and figures.

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

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198

B-I agreement sanctioned for Rs. 996800/- Rupees Nine Lacs Ninety Six Thousand Eight Hundred only  
(Witness's Name, Address, Occupation)

\*\*Signature of contractor before submission of tender.

Signature of witness to contractor's signature.

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

Executive Engineer

**PROJECT DIRECTOR**  
**Housing Project**  
**H.D.A. Hyderabad**

Signature of the witness.

Division (or his duly authorized representative)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198

*Conditions of Contracts*

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

Security deposit.

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

Compensation for delay

Jibin K K  
CONTRACTOR

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

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

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

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

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

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

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

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

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

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

L. S. G. 121  
 J. B. K. K. K.  
 CONTRACTOR

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

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Store supplied by Government.

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

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

CONTRACTOR

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

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

M. K. —  
EXECUTIVE ENGINEER  
Housing Project Const. Division-II  
H.O.A. Hyderabad

CONTRACTOR

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

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

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

CONTRACTOR

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

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

Divisional Accountant.

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

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

Contractor.

Tib...  
CONTRACTOR



## SCHEDULE B.

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

Item No.	Quantities estimated but may be more or less.	Item of work	Tenders rates		Unit	Total amount according to estimated quantities.	
			In figures				In words
			Rs.	Paise.			
<i>Deposited - all</i>							

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)  
*Jiby*  
**CONTRACTOR**

*M. K.*  
 Executive Engineer  
 Assistant Engineer  
 Housing Project Const. Division-II  
 H.D.A. Hyderabad

Note.—To be continued on add'l sheets if found necessary.

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# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **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 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. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID) **M/S Muhammad Ali Enterprises (1<sup>st</sup>)  
M/S Nabi Enterpeises (2<sup>nd</sup>)  
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 **-**

- c) Two Stage-Bidding 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 competent 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

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

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

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  
HOUSING PROJECT CONSTT: DIVISION-II  
M. D. A. HYDERABAD.


# BID EVALUATION 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 LD 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/	1 <sup>st</sup> Lowest	18.03% above	Being 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

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

NO:PD/HP/HDA/Estt:/1304 /2011,  
Hyderabad dated: 17-10-2011

To,

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**

**REFERENCE:** 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.

9/c

*[Signature]*  
PROJECT DIRECTOR  
HOUSING PROJECT HDA  
HYD SINDH

**OFFICE OF THE EXECUTIVE ENGINEER HPCD-ILHDA OASIMABAD HYD.**

NO.EE/HPCD-II/HDA/1465  
Hyderabad. Dated: 9/9/2011

1111  
29-9-2011

Eelt

To,

The Project Director,  
Housing Project HDA,  
Hyderabad.

Subject:

**B-I AGREEMENT 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.

Joe  
c.s



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

Govt. No. EE/1104-1/1367

N.T. No. EE/1104-1/1367

21-5-11

G.R. W.P.D. Nos. 1938 of 21-35, 564 of 6-1-36, 1659-W of 27-9-37, G.C.M.P. and M., Dept. No. 383-P/37 of 9-11-37 (P.W.D.) No. S-173. 2-W of 18-12-37 G. Rs. (P.W.D.) No. 1038-1 of 22-2-39 12-10-44 and 2-5-44, 654-W of 22-2-39 12-10-44 and 2-2-5-44, 65-W 1038/11-1 of 28-3-49, 564-W2 of 12-12-50

FORM B-I  
PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. It will also state whether return of quarry fees, royalties, octroi dues and ground rent, designs and drawings and estimates, required in connection with the work, are to be furnished by the contractor for the purpose of identification by contractors at the office of the Executive Engineer.

2. In the event of the tender being submitted by a firm, it shall be signed on his behalf by a person authorized by him to do so.

3. Receipts for payments made on behalf of a firm, shall also be signed by all the partners of the firm, in whose name of the firm by one of the partners authorized by him to give effectual receipts for the same.

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 I, he is willing to take the work. Only one rate of such percentage, on all the items of work, shall be framed.

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

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

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

EXECUTIVE ENGINEER

Hyderabad Project Const. Division-II  
H.D.A. Hyderabad

EXECUTIVE ENGINEER

Hyderabad Project Const. Division-II  
H.D.A. Hyderabad



Assistant Accountant  
General Accounts Office Hyderabad.



Receipt No. 11201 dated 16/11/61 from Government Treasury or Sub-Treasury at Hyderabad in respect of the sum of Rs. 18,53,905/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should  $\frac{7}{100}$  not deposit

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1(A) of the said conditions, otherwise the said sum of Rs. 18,53,905/- shall be retained by Government on account of such security deposit as aforesaid] or [(b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions].

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

Dated the 16 day of November 1961. B-I agreement sanctioned for Rs. 18,53,905/- Rupees Eighteen Lacs Fifty Three Thousand Nine Hundred five only

\*\*Signature of contractor before submission of tender

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

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

PROJECT DIRECTOR Housing Project HDA Hyderabad

Dated the 16 day of November 1961. Conditions of Contracts

Clause 1.--The Person whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securities endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender], or (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit]. Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 7 percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of 7 per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Security deposit.

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

Compensation for delay

CONTRACTOR

EXECUTIVE ENGINEER Housing Project Const. Division-II

(a) to rescind the contract (of which 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 terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

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

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

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

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

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

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

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

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**CONTRACTOR**

**EXECUTIVE ENGINEER**  
Mousing Project Const. Division-I

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

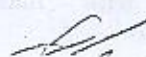
Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the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

Store supplied by Government.

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

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

CONTRACTOR



EXECUTIVE ENGINEER  
Musing Project Const. Division-II

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

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

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

EXECUTIVE ENGINEER

Divisional Project Const: Division

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

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

Divisional Accountant.

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

Contractor.  
**CONTRACTOR**

Executive Engineer  
**EXECUTIVE ENGINEER**  
Housing Project Const. Division I  
Executive Engineer,  
Division.

**TENDER FOR WORK**

AGENCY:- M/S Muhammad Ali Enterprises

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 Part-A 300/0 days 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.

*Approved by me on 12/08/11*  
*Sh. DBTS*

*[Signature]*  
 EXECUTIVE ENGINEER  
 HOUSING (P) CONSTT: DIVISION II  
 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. 2 Months.

Call Deposit No. 1/129/2011 Dated, 17/11/2011 Rs. 180000/-

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.

*[Signature]*  
 (CONTRACTOR)


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
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..... NIL .....

  
CONTRACTOR

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



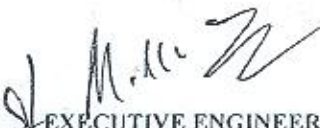
11

**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.**

<u>Item No</u>	<u>Description.</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
<b>PART A</b>					
1	Excavation for pipelines and pits in soft soil i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES. P-46 item No.1).				
	0~5'	5250.00 cft	@ Rs. 1742.40	P.%o cft	Rs. 9148
2	Excavation for pipelines in trenches and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain ( 30.50 m) (PHES P-48 item No.14 ).				
	0~5'	15750.00 cft	@ Rs. 2613.60	P.%o cft	Rs 41164
3	Excavation for pipelines in trenches and pits in slushy daldaly soils i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto one chain ( 30.50 m) (PHES P-49 item No.15 ).				
	0~5'	5250.00 cft	@ Rs. 5082.00	P.%o cft	Rs 26681
4	Providing and fixing, driving open timbering to trenches for depth 10ft.(PHES P-53 item No.21 ).				
		10000.00 sft	@ Rs. 1980.35	P.% sft	Rs 198035
5	Bailing or pumping out sub soil water during excavation concreting cost of situ concrete masonry work in foundation. II) For pipe line trench volum under water to be measured first time for excavation, second time for cost in situ concrete (bedding for pipe line) and third time for pipe laying. (PHES P-52 item No. 18)				
		10500.00 cft	@ Rs. 139.60	P.% cft	Rs 14658
12	Refilling the excavated stuff in trenches 6" thick layers i/c watering ramming to full compaction etc. complete. (PHE P-53 item No.24).				
		18900.00 cft	@ Rs. 1343.00	P.%o cft	Rs 25383
<b>Total</b>					<b>Rs. 315068.00</b>

  
CONTRACTOR

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

## CONDITIONS

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

  
CONTRACTOR

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

SCHEDULE B.

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT.

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

Note 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)  
**CONTRACTOR**

(Signature of **EXECUTIVE ENGINEER**)  
Assistant Engineer  
Housing Project Const. Division-II  
H.D.A. Hyderabad

Note—To be continued on addnl sheets if found necessary.

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. BRIEF 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 (attach list of buyers): **Three**
6. NUMBER OF BIDS RECEIVED: **Three**
7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
8. BID EVALUATION REPORT (Enclose a copy): **Enclosed**
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Abdul Nizam, Pathan Goth Jamshoro Hyderabad.**
10. CONTRACT AWARD PRICE: **Rs 551604/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID)
- |                                     |                         |
|-------------------------------------|-------------------------|
| <b>M/S Abdul Nizam</b>              | <b>(1<sup>st</sup>)</b> |
| <b>M/S Sultan Muhammad Khan</b>     | <b>(2<sup>nd</sup>)</b> |
| <b>M/S Agha Fateh Muhammad Khan</b> | <b>(3<sup>rd</sup>)</b> |
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 (If Yes, give date and SPPRA Identification No.) | <b>Yes</b> | <b>SPPRA I.D 4406/2011</b>           |
| ii) News Papers (If Yes, give name of newspapers and dates)       | <b>Yes</b> | <b>INF/KRY/1822/11 &amp; 2672/11</b> |

### COMPARATIVE STATEMENT

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

Amendment No. EE/HPCD/HDA/1367,  
dated 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/-

#### Estimated Cost

Schedule Item:-	Rs. 395708
Non Schedule:-	Rs. 68840
Cartage:-	Rs. 377
Total	Rs. 464925

S.No.	Name of Agency	Rate Quoted	Amount	Ranking in Term of Cost	Comparison with estimated cost	Reason for acceptance/rejection	Remarks
1	M/s Abdul Nizam	22% Above	Rs.482763/76 (+)Rs.68840/- Rs.551603/76	1st lowest	18.64% Above	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		

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

  
Deputy Director, Accounts  
Housing Project  
Hyderabad Development Authority

  
PROJECT DIRECTOR  
Housing Project  
HDA Hyderabad.

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# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. BRIEF 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**
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Muhammad Ali Enterprise,  
194-C-10 Latifabad, Hyderabad.**
10. CONTRACT AWARD PRICE: **Rs 1853903/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID)

<b>M/S Muhammad Ali</b>	<b>(1<sup>st</sup>)</b>
<b>M/S Nabeel Enterprise</b>	<b>(2<sup>nd</sup>)</b>
<b>M/S Hanif Enterprise</b>	<b>(3<sup>rd</sup>)</b>
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**  
(If Yes, give name of newspapers and dates)

### COMPARATIVE STATEMENT

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

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

Name of work:-

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

Estimate:-

Formally approved by the Project Director, Housing Project HDA, vide No.PD/HP/HDA/DB/712,DATED, 21-06-2011, Rs.1916000/-

#### Estimated Cost

Schedule Item:-	Rs.	315068
Non Schedule:-	Rs.	1255630
Cartage:-	Rs.	0
Total	Rs.	1570698

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

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

  
Deputy Director, Accounts  
Housing Project  
Hyderabad 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

1. 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 SUCCESSFUL BUILDER: **M/S Shahid & Brothers,  
D-275 Qasimabad Phase-II Hyd.**
10. CONTRACT AWARD PRICE: **Rs 660193/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID)

<b>M/S Shahid &amp; Brothers</b>	<b>(1<sup>st</sup>)</b>
<b>M/S Ali Hassan Jatoi</b>	<b>(2<sup>nd</sup>)</b>
<b>M/S Abdul Nizam</b>	<b>(3<sup>rd</sup>)</b>
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**  
(If Yes, give name of newspapers and dates)



## COMPARATIVE STATEMENT

NIT No. EE/HPCD-III/HDA/TC/1210  
Hyderabad dated, 21-05-2011  
First publication.  
Date of issue, 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:-

Rs. 488797

Non Schedule:-

Rs. 63861


Cartage:-

Rs. 603


Total

Rs. 553261

S.No.	Name of Agency	Rate Quoted	Amount	Ranking in Term of Cost	Comparison with estimated cost	Reason for acceptance/ rejection	Remarks
1	M/s Shahid & Brothers.	22% Above	Rs.596332/34 (+)Rs.63861/- Rs.660193/34	1st lowest	19.32% Above	Being a lowest in the compt: hence accepted	
2	M/s Ali Hassan Jatoi.	23% Above	Rs.601220/31 (+)Rs.63861/- Rs.665081/31	2nd lowest	20.21% Above		
3	M/s Abdul Nizam.	24% Above	Rs.606108/28 (+)Rs.63861/- Rs.669969/28	3rd lowest	21.09% Above		

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

  
**PROJECT DIRECTOR**  
**Housing Project**  
**HDA Hyderabad.**

  
Deputy Director, Accounts  
Housing Project  
Hyderabad Development Authority

(3)

# ANDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: **Hyderabad Development Authority**
2. PROVINCIAL/LOCAL GOVT/OTHER: **Local Govt:**
3. BRIEF DESCRIPTION OF CONTRACT: **P/L/J/T 12" dia 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 (attach list of buyers): **Three**
6. NUMBER OF BIDS RECEIVED: **Three**
7. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: **Three**
8. BID EVALUATION REPORT (Enclose a copy): **Enclosed**
9. NAME AND ADDRESS OF THE SUCCESSFUL BUILDER: **M/S Abdul Nizam, Pathan Goth Jamshoro Road Hyd.**
10. CONTRACT AWARD PRICE: **Rs 1185275/-**
11. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID)  
**M/S Abdul Nizam (1<sup>st</sup>)**  
**M/S Sultan Khan (2<sup>nd</sup>)**  
**M/S Agha Fateh Muhammad 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**  
(If Yes, give name of newspapers and dates)

**COMPRATIVE STATEMENT**

Agendum No.EE/HPCD-II/HDA1367  
dated 23-07-2011

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	
Schedule Item	767421
Non-Schedule Item	118560
Caratage	21166
D/Cost of Steel	66240
Diff Cost cement	35280
	<u>1008667</u>

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 accepted	
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  
Hyderabad 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**

- 1. 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. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID)
 

<b>M/S Jibrael Khan</b>	<b>(1<sup>st</sup>)</b>
<b>M/S Hanif Enterprises</b>	<b>(2<sup>nd</sup>)</b>
<b>M/S Ali Nawaz Khan</b>	<b>(3<sup>rd</sup>)</b>
- 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**  
(If Yes, give name of newspapers and dates)

**COMPARATIVE STATEMENT**

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

Agendum No. EE/HPCD/HDA/1367,  
dated 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.**

Estimate:-

Formally approved by the Project Director, Housing Project HDA, vide  
No.PD/HP/HDA/DB/326,DATED, 19-03-2011, Rs.853720/-

Estimated Cost:-

Schedule Item:-	Rs. 742941
Non Schedule:-	Rs. 23547
Cartage:-	Rs. 16837
D/Cost of Steel:-	Rs. 33810
Diff Cost of Cement:-	Rs. 19845
Total	Rs. 836980

S.No.	Name of Agency	Rate Quoted	Amount	Ranking in Term of Cost	Comparison with estimated cost	Reason for acceptance/ rejection	Remarks
1	M/s Jibrail Khan & Brothers.	31% Above	Rs.973252/71 (+)Rs.23547/- Rs.996799/71	1st lowest	19.09% Above	Being a lowest in the compt: hence accepted	
2	M/s Hanif Enterprises.	32% Above	Rs.980682/12 (+)Rs.23547/- Rs.1004229/12	2nd lowest	19.98% Above		
3	M/s Ali Nawaz Khan.	33% Above	Rs.988111/53 (+)Rs.23547/- Rs.1011658/53	3rd lowest	20.87% Above		

*M. N. S.*  
EXECUTIVE ENGINEER  
HOUSING (P) CONSTT: DIVISION II  
HDA, HYDERABAD

*Ramani*  
Deputy Director, Accounts  
Housing Project  
Hyderabad Development Authority

*[Signature]*  
PROJECT DIRECTOR  
Housing Project  
HDA Hyderabad.