

**OFFICE OF THE EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION HYDERABAD**

NO: TC/G-55/ **1831** of 2011

Hyderabad dated:- **04/10** /2011

To,

The Director (A&F),
Sindh Public Procurement Regulatory Authority,
Karachi.

SUBJECT:- N.I.T. NO.TC/G-55/597/2011/ DATED. 08-03-2011.


REF'NCE:- Your good office letter No. Dir (A&F)/S.P.P.R.A/3-2/10-11/1400,
dated. 08-09-2011.

In response to your good office letter No. referred above, The
copy of Contract Agreement of successful bidder is sent herewith.

The Bid evaluation report for the said bid have already been
submitted as demanded. However in future the Bid evaluation report will be
furnished within seven days of award of work.

Matter may kindly be settled .

DA/as above


(ENGR: TALMEEZUDDIN KAZI
EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
HYDERABAD

Copy f.w.c.s. to the Chief Engineer, Highways Department Sindh
Hyderabad, for favour of information.

Copy f.w.c.s. to the Project Manager, (PIU) Hyd-M.P.Khas Dual
Carriageway Project Hyderabad, for favour of information.

Copy f.w.c.s. to the Planning Officer, Planning Monitoring & Evt:
Cell Works & Services Department Karachi, for favour of his information.

DA/as above

EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
HYDERABAD

mn

SPPRA No. 2937
Dated: 8/11
Sindh Public Procurement Regulatory Authority, Sindh

Name of work: - Contd of road from Dargah Hazrat Sardar Ahmad Shah road wile
7/0-1/4+330'

SGP (Khp.) D. No. 105-11-94-50,000 L.F. of 8 la. each.

P.W.D. 287

G.R. P.W.D. Nos: 7938 of 6-4-35
56-1 of 8-6-36, 1950-W of 27-9-37, G.G.M.P.
and M. Dept. No. 383-P/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-39
G. Ra. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 654-W of 22-2-39
12-10-44, and 2-5-44, 05-W 1038/11-1 of
28-3-49, 5472-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of Contd. - M/S Jafar Contd. Co.
Sd/- Contd.:

DR No, 41 dated 23/4/2011 K. 3000/2

Percentage Rate Tender and Contracts
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 entering into 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.



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partners, or by some other is for the firm.

fill up the usual printed form rates specified in Schedule 'B' ded out; he is willing to un-
re, on all the $\frac{\text{Estimated rates}}{\text{Scheduled rates}}$ shall
ion in the works specified in
ime allowed for carrying out
as; will be liable to rejection.
des for more than one work.
re works they shall submit a
he name and number of the
velope.

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 amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for 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 tenders shall have right of rejecting all or any of the tenders.

so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ dated _____ from Government Treasury or sub-Treasury at _____ in respect of the sum of Rs. _____ is herewith forwarded representing the earnest money. (a) the full value of

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should ~~it~~ ^{we} not deposit

Strike out (a) if so as to security deposit is to be taken.

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

(Witnesses ***)

**Signature of witness to contractor's signature.

(Address) = Sanctioned No. 85603157 (Rupees Eight Million Five Hundred and Sixty Thousand Three Hundred Eighty) only Part A & B

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

Executive Engineer
Provincial Highways Division
Hyderabad.

Division (or his duly authorised Assistant)

Signature of the officers by whom accepted.

Dated the _____ day of _____ 199

Condition of Contract

* security deposits.

Clause 1.—The ^{Person}/_{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 or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (with the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit); Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation 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 is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

CONTRACTOR

Executive Engineer
Provincial Highways Division
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 the Government.

(b) To employ labour paid by the Public Work Department and to the 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 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 the 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 or to be paid any sum or 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 all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall 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 authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

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

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Executive Engineer
Provincial Highways Division
A.P. Hyderabad.

against the final payment only and 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 effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works 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 full 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 direction 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 countersignature 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.

Bills 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 the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

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

Works to be executed in accordance with specifications, and in accordance with orders.

Executive Engineer
Provincial Highways Division
Hyderabad.

CONTRACTOR

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

Works to be 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 of 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 the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor 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 specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, ladders scaffolding, etc.

T. N. S. Rao
 Executive Engineer,
 Provincial Highways Division
 Hyderabad.

CONTRACTOR

thereupon 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 thereof 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 without 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 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 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 part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such 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 payable to him under the provisions of this clause.

Lump sums in estimates.

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

Action where no specification.

CONTRACTOR

Executive Engineer
Provincial Highways Division
A.S. Hyderabad.

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 of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M.L.A'S for bidders.

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 Sale 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 whatsoever 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 here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may 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 P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Engineer
Provincial Accounts
Hyderabad

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

CONTRACTOR

Executive Engineer,
Executive Engineer
Provincial Highways Division
Hyderabad.

(15)

Clause -53 the escalation clause of the agreement has been vetted (by the Law Department vide Notification No.S Legis (7) 94-1060 Dated 26th October 1994) which may be read as follows:-

Defects of
Price escalation
of Monopolised
items(s)


- 1) The Price of Bitumen as on 29/4/2011
(date of receipt of tenders fixed by the Ex. Eng. P.W.D.
Highways Div. H.V.D. are Rs. 64850/70 P.Tax.
(Name of Authority)


CONTRACTOR


E.E.

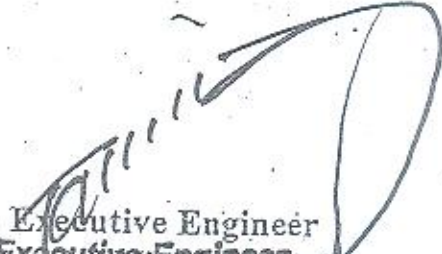
- 2) Should there be any change in the above price by the manufacture during the Currency of contract, the difference will be payable to or, as the case may be Recoverable from the Contractor.
- 3) The effect of the revision of the price will be confined only to the quantity of the Items which is actually consumed after the date of such revision.

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 P.W.D. circular Memo No.1015 dated 14th September 1937, and subsequent orders issued in this connection.


(Divisional Accounts Officer)
Divisional Highways Division
Provincial Highways Division
Hyderabad

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


CONTRACTOR


Executive Engineer
Executive Engineer
Provincial Highways Division
Provincial Highways Division
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.	Ps.		
<i>Schedule is secretly attached</i>						

Note 1—All work shall be carried out as per Public works Departments Head-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]
 SIGNED (Contractor)

[Signature]
 Executive Engineer
 (Signature of)
 Provincial Highways Division
 Hyderabad.

Note—To be continued on additional sheets if found necessary

**OFFICE OF THE EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION HYDERABAD**

NO: TC/G-55/ 1658 of 2011

Hyderabad dated:- 27/8/2011

To,

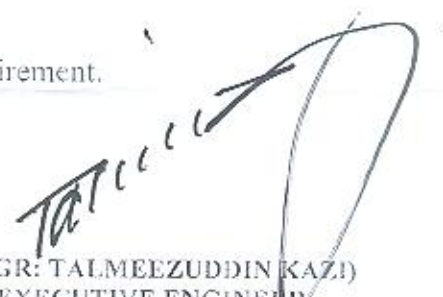
The Director (A&F),
Sindh Public Procurement Regulatory Authority,
Karachi.

SUBJECT:- N.I.T. NO.TC/G-55/597/2011/ DATED. 08-03-2011.

In response to your good office letter No. Dir (A&F)/S.P.P.R.A/3-2/10-11/862, dated. -08-2011. The requisite information /documents is sent herewith as desired as detailed below:-

- 1.. Bid evaluation report .
- 2.. Contract Evaluation Form.
- 3.. Letter of Award of Contract.
- 4.. Bill of quantities/Schedule of requirement.

DA/as above


(ENGR: TALMEEZUDDIN KAZI)
EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
HYDERABAD

Copy f.w.c.s. to the Chief Engineer, Highways Department Sindh Hyderabad, for favour of information.

Copy f.w.c.s. to the Project Manager, (PIU) Hyd-M.P.Khas Dual Carriageway Project Hyderabad, for favour of information.

Copy f.w.c.s. to the Planning Officer.Planning Monitoring & Evt: Cell Works & Services Department Karachi, for favour of his information.

DA/as above

EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
HYDERABAD

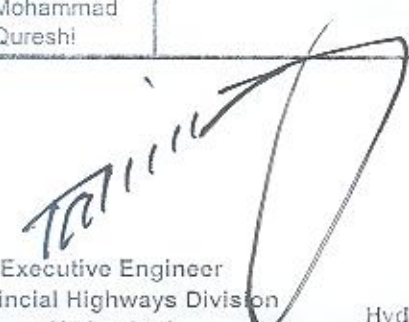
Sindh Public Procurement Regulatory Authority
Date: 14/12/2011
29/8/2011

MA

BID EVALUATION REPORT

1	Name of Procuring agency	M/s Jatol Const. Co.
2	Tender reference No.	TC/G-55/597, dated 08-03-2011
3	Tender description/Name of work/Item.	Const: of road from Dargah Hazrat Sardar Ahmed Shah road mile 0/5-1/4+330'
4	Method of Procurement	Open bidding
5	Tender published	Regional Times News(27-1-2011)Khabroon (7-04-2011)
6	Total Bid documents sold	4 Nos.
7	Total Bid received	4 Nos.
8	Technical Bid opening date (if applicable)	23/4/2011
9	No. of Bid Technical qualified (if applicable)	4 Nos.
10	Bids rejected	----
11	Financial Bid opening date	23/4/2011
12	Bid Evaluation Report	Estimated Cost Rs.8.97900 (M)

S.No.	Name of Firm or Bidder	Cost offered by the bidder	Ranking in Terms of cost	Comparison with estimated cost	Reason for acceptance/rejection	Re...
1	2	3	4	5	6	7
1	M/s Jatol Const & Co.	8745157	Lowest	2.60% below	being lowest offer	
2	M/s Muntaz Bughio	8768984	Higher	2.33% below	being higher offer	
3	M/s Shafi Mohammed & Co.	8799183	Higher	2.00% below	being higher offer	
4	M/s Din Mohammad Qureshi	8863647	Highest	1.28% below	being highest offer	


Executive Engineer
Provincial Highways Division
Hyderabad


The Project Manager,
Project Implementation Unit,
Hyd-M.P.Khas Dual Carriageway Project
Hyderabad

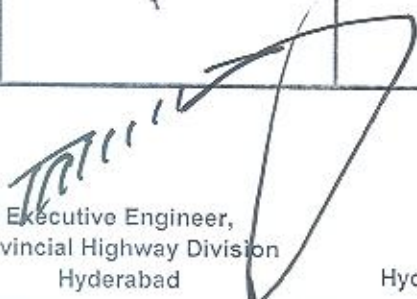

Divisional Accounts Officer
Provincial Highways Division
Hyderabad

BID EVALUATION REPORT

1	Name of Procuring agency	M/s Shakeel Ahmed Qaimkhani
2	Tender reference No.	TC/G-55/597, dated 08-03-2011
3	Tender description/Name of work/Item.	W/R of road from Saeedabad to Bakhar Jamali road mile 1/0-2/0.
4	Method of Procurement	Open bidding
5	Tender published	Regional Times News (27-1-2011) Khabroon (07-04-2011)
6	Total Bid documents sold	4 Nos.
7	Total Bid received	4 Nos.
8	Technical Bid opening date (if applicable)	23/4/20011
9	No. of Bid Technical qualified (if applicable)	4 Nos.
10	Bids rejected	---
11	Financial Bid opening date	23/4/2011
12	Bid Evaluation Repot	

Estimated Cost Rs.9.808 (M)

S.No.	Name of Firm or Bidder	Cost offered by the bidder	Ranking in Terms of cost	Comparison with estimated cost	Reason for acceptance/ rejection	Remarks
1	2	3	4	5	6	7
1	M/s Shakeel Ahmed Qaimkhani	9733599	lowest	0.76% below	being lowest offer	
2	M/s Ghulam Hyder Chandio	9774982	Higher	0.34% below	being higher offer	
3	M/s Noohani Traders.	9823263	Higher	0.15% above	being higher offer	
4	M/s Abdul Ghaffar Memon	9871543	Highest	0.65% above	being highest offer	


Executive Engineer,
Provincial Highway Division
Hyderabad


The Project Manager,
Project Implementation Unit,
Hyd-M.P.Khas Dual Carriageway Project
Hyderabad


Divisional Accounts Officer
Provincial Highways Division
Hyderabad

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Prov: Highway Division Hyderabad
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Const of road Dargah Hazrat Sardar Ahmed 0/5-1/4+330
- 4) TENDER NUMBER 01
- 5) BRIEF DESCRIPTION OF CONTRACT Const: of road
- 6) FORUM THAT APPROVED THE SCHEME PDWP
- 7) TENDER ESTIMATED VALUE 9.00 Million
- 8) ENGINEER'S ESTIMATE (For civil works only) 8.9790 Million
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12 Months
- 10) TENDER OPENED ON (DATE & TIME) 23-04-2011 @ about 1.30 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 04 Nos.
- 12) NUMBER OF BIDS RECEIVED 04 Nos.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04 Nos.
- 14) BID EVALUATION REPORT (Enclose a copy) attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S Jatol Const. & Co. Hyd:
- 16) CONTRACT AWARD PRICE 8.745157 Million
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).
- 1st M/S Jatol Const. & Co.
- 2nd M/s Shafi Mohammad & Co.
- 3rd M/S Mumtaz Mughio
- 4th M/s Din Mohammad Qureshi.

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Chief Engineer Highways, Sindh, Hyderabad

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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

Yes	SPPRA
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Regional Times News 27-1-2011 Khabroon News Paper 07-04-2011
No	

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	<input checked="" type="checkbox"/>

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	<input checked="" type="checkbox"/>

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	<input checked="" type="checkbox"/>

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	<input checked="" type="checkbox"/>

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	<input checked="" type="checkbox"/>

Signature & Official Stamp *Executive Engineer*
Authorized Officer *Provincial Highways Division*
Hyderabad.

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SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Prov: Highway Division Hyderabad
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT W/R from Saeedabad-Bakhar Jamali road,milo 1/0-2/0
- 4) TENDER NUMBER 02 Nos.
- 5) BRIEF DESCRIPTION OF CONTRACT W/R of road
- 6) FORUM THAT APPROVED THE SCHEME PDWP
- 7) TENDER ESTIMATED VALUE 9.00 Million
- 8) ENGINEER'S ESTIMATE 9.603 Million
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12 Months
- 10) TENDER OPENED ON (DATE & TIME) 23-04-2011 @ about 1.30 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLD 04 Nos.
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 04 Nos.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04 Nos.
- 14) BID EVALUATION REPORT attached
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S Shakil Ahmed Qaimkhani
- 16) CONTRACT AWARD PRICE 9.733599 Million
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
- 1st M/S Shakil Ahmed Qaimkhani
2nd M/s Ghulam Hyder Chandio
3rd M/S Noohani Traders
4th M/s Abdul Ghaffar Memon

18) METHOD OF PROCUREMENT USED : - (Tick one)

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- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

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19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Chief Engineer Highways, Sindh, Hyderabad

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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

Yes	SPPRA
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Regional Time News Paper 27-01-2011 Khabroon News Paper 07-04-2011
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
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(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
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CONTRACT?

(Attach copy of the bid evaluation report)

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33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	<input checked="" type="checkbox"/>

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	<input checked="" type="checkbox"/>

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	<input checked="" type="checkbox"/>

Signature & Official Stamp of **Executive Engineer,**
Authorized Officer **Provincial Highways Division**
Hyderabad.

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OFFICE OF THE EXECUTIVE ENGINEER
PROVINCIAL HIGHWAY DIVISION HYDERABAD

NO: TC/G-55/ 10/8 of 2011

Hyderabad dated:- 29/4 /2011

To,

M/s Jatoi Construction Co.
Government Contractor,
Hyderabad.

SUBJECT:- WORK ORDER OF CONSTRUCTION OF ROAD FROM DARGAH HAZRAT SARDAR AHMED SHAH MILE 0/0-1/4-330.

REFERENCE:- Your B-1/II Tender dated 23-04-2011.

Your quoted premium i.e. Part-A 16.80% above (Rupees Sixteen Point Eighty percent above) Part-B 43 % above (Rupees Fourty Three percent above) (except difference cost of bitumen).The Estimated rates provided in the Schedule "B" of the above tender being the lowest is hereby approved.

You are accordingly informed to please start aforesaid work within 7 days from the date of issue of this work order under the supervision of the Assistant Engineer Highway Sub-Division Hyderabad, and note that the work is to be completed within a period of (08) Eight months

You are also requested to please execute whole and every part of the work exactly, fully and faithfully in accordance with the specifications, design, drawings and instructions in writing relating to the work duly signed by the undersigned and lodged in my office. You are entitled to have access the same for the purpose of inspection during office hours. If required to make or cause to be made copies of the same specifications and all such Design, Drawings and instructions as aforesaid, you can do so at your own expenses. The extra conditions as per Project Manager (PIU) Hyderabad-Mirpurkhas Dual Carriageway Project Hyderabad, letter No. quoted above is also given below for your information and sand strict compliances.

- i) No premiums shall be allowed on non-schedule items.
- ii) No separate payment for carriage of materials shall be made. Premium quoted by the Contractor covers the cost of carriage of materials involved.
- iii) All materials required for construction shall be procured and brought at site by contractor at his own cost from approved sources/quarries.

Contd...P/2

- iv) No payment of extra item shall be made unless written order is given to contractor by the Divisional Officer for execution of such extra items and approved by the competent authority.
- v) Income Tax shall be deducted from the bill on the value of work done and paid for as per latest orders of competent authority in this regard.
- vi) Contractor shall arrange bitumen from the National Refinery only and payment on account of bituminous item/work done shall be made on production of such certificate by the contractor from the National Refinery.
- vii) Work will be carried out strictly as per P.W.D specification.
- viii) All requisite codal formalities will be observed before start of work.
- ix) Water charges and all leads and lifts of material are included in the item of work.
- x) Correction in the schedule "B" be got initialed by the Contractor and Executive Engineer before issuance of work order.
- xi) Item of earthwork 95% compaction shall not be executed without use of vibratory Road roller.
- xii) No escalation whatever will be allowed the work is continued in next years for want of requisite funds.

Photo-stat copy duly attested by the undersigned in respect of Schedule "B" & "A" relating to the above subjected work is also enclosed herewith for your information and guidance.

You should give in writing the name of your authorized agent who would receive instructions at site of work during the course of its execution and also attend this office for signing the agreement.

This is for your information.


(ENGR. TALMEEZUDDIN KAZI)
EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
HYDERABAD

Copy forwarded to the Assistant Engineer Highways Sub-Division Hyderabad, for information and necessary action. The copies of Schedule "B" and "A" are enclosed herewith for his record and carrying out the work accordingly. The work should strictly be carried out as per P.W.D specifications. The date of start of work should also be reported to this office for record.


EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
HYDERABAD

S.No.	Item of work	Quantity	Rate	Unit	Amount
-------	--------------	----------	------	------	--------

*Add: for increased cost of Bitumen 53.75 Tons @ Rs.50035/70 Tons

TOTAL 6897214.00 ✓
2689419.00 ✓
G.TOTAL 9586633.00 ✓

NOTE

- i) I/We undertake to accept any change in quantities Rates and amount as per technically, sanctioned estimate.
- ii) I/We shall not claim any change in the quoted premium.

Sh. Keed. A
CONTRACTOR

TAT
EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
HYDERABAD