

## BID EVALUTION REPORT

- 1. Name of Procuring Agency: Hyderabad Development Authority
- 2. Tender Reference No: EE/HPCD-II/HDA/1403/2011 dated 15.8.2011
- 3. Tender Description/Name of work/item: Construction of 100ft wide road from

  Jamshoro Road towards Phuleli Canal at Zonal

  Plan-III (Extension) Hyd.
- 4. Method of Procurement:

Local

- Tender Published: SPPRA I.D No 5141/11 dated 19.8.11 & INF/KRY/2996/11
- 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: 5.9.2011

12. Rid Evaluation Report:

S.N	NAME OF Firm or Bidder	Cost Offered	Ranking In Terms Of Cost	Comparison with Estimated Cost	Reasons For Acceptance/Rejection	Remarks
1	M/S Azhar Constt: Part-A 19,99% above Part-B 68% above	Rs 12707235/- 3299633/7: 18822834/-	1ª Lowest	16.29% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Ask & Co Part-A 20.15% above Part-B 72% above Total	Rs 12724179/- 3378195/- 18918340/-	2 <sup>nd</sup> Lowest	16.88 % above	_	
3	M/S Royal Constt: Co Part-A 22,80% above part-B 75% above Total	Rs /13004821- 3437117/- / 19257904/-	3 <sup>rd</sup> Lowest	18.98% above		

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

Director General
Hyderebod Development Authority



## BID EVALUTION REPORT

1. Name of Procuring Agency: Hyderabad Development Authority

2. Tender Reference No: EE/HPCD-II/HDA/1403/2011 dated 15.8.2011

3. Tender Description/Name of work/item: P/L/J/T External Sewerage System 18" 24" & 30" Dia sewer at Abdullah Garden Along Fasadi Wah upto Sewerage Disposal at Ammar City Zonal Plan-III.

4. Method of Procurement:

Local

Tender Published: SPPRA I.D No 5141/11 dated 19.8.11 & INF/KRY/2996/11

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: 5.9.2011

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 Raheel Constt: 32.50% above	Rs 17474663/	1 <sup>d</sup> Lowest	19.75% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Adecl & Tanzeel 32.65% above	Rs 17493531/	2 <sup>nd</sup> Lowest	19.87% above		
3	M/S Mustafa & Sons 33.50% above	Rs 17600450/	3 <sup>rd</sup> Lowest	20.61% above		

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account Housing Project HDA

Project Director Housing Project HDA



### **BID EVALUTION REPORT**

1. Name of Procuring Agency: Hyderabad Development Authority

2. Tender Reference No: EE/HPCD-II/HDA/1403/2011 dated 15.8.2011

3. Tender Description/Name of work/item: Construction of 60ft wide road(Dual Carriage
Way) from lined channel to 100ft wide road
through fazal Sun City at zonal plan-VI.

4. Method of Procurement:

Local

Tender Published: SPPRA I.D No 5141/11 dated 19.8.11 & INF/KRY/2996/11

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

Financial Bid Opening date: 5.9.2011

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 Naeem Associate 19.50% above	Rs 30665189/	1 <sup>d</sup> Lowest	14.40% above	Bieng Lowest In Competition, hence Accepted	
2	M/S Shahjahan & Bros 19.70% above	Rs 30704788/	2 <sup>nd</sup> Lowest	14.557% above		
3	M/S Shabir Ahmed 20.25% above	Rs 30813687/	3rd Lowest	14.95% above	1,000,000,000	

Executive Engineer

HPCD-II HDA

Deputy Director

Audit & Account

Housing Project HDA

Project Director Housing Project HDA

Director General
Hyderabad Development Authority



#### Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: EE/HPCD-II/HDA/1403/11 Dated: 15.08.2011

Contract Value: Rs 18822834/-

Contract Title: Construction of 100ft wide road from Jamshoro road towards phuleli Canal Zonal Plan-III Extension Hyd.

M/S Azhar Construction hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/S Azhar Construction esents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/S Azhar Construction certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/S Azhar Construction accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or

kickback given by M/S Azhar Construction as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

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

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#### **Integrity Pact**

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: EE/HPCD-II/HDA/1403/11 Dated: 15.08.2011

Contract Value: Rs 17474663/-

Contract Title: P/L/J/T external Sewerage System 18" 24" & 30" Dia Sewer at Abdullah Garden Along Fasadi Wah upto sewerage disposal at Ammar City Zonal Plan-III.

M/S Raheel Construction hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [M/S Raheel Construction] esents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[M/S Raheel Construction] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[M/S Raheel Construction] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or

kickback given by [M/S Raheel Construction] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

[Procuring Agency]

EXECUTIVE ENGINEER

BOSSING PROJECT CONSTT. DIVISION-II

[M/S Raheel Construction]

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#### Integrity Pact

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: EE/HPCD-II/HDA/1403/11 Dated: 15.08.2011

Contract Value: Rs 30665189/-

Contract Title: Construction of 60ft wide road (Dual Carriage Way) from lined channel to 100ft wide road through fazal Sun City at Zonal Plan-VI

M/S Naeem Associates hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/S Naeem Associates esents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/S Nacem Associates certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/S Naeem Associates accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or

kickback given by M/S Naeem Associates as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

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

NO:PD/HP/HDA/Estt:/ /3/3 /2011, -Hyderabad dated:/7-/o-Jol/

To,

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

SUBJECT:

CONSTRUCTION OF 100FT: WIDE ROAD FROM JAMSHORO ROAD TOWARDS PHULLELI CANAL AT ZONAL PLAN-III

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1557, dated: 17.10.2011.

The B-I agreement for the subject work in favour of M/s Azhar Construction Company, Government Contractor, is returned herewith duly sanctioned for Rs.1,88,22,834/- (Rupees One Crore Eighty Eight Lacs Twenty Two Thousand Eighty Hundred Thirty Four Three). An attested photocopy of the sanctioned agreement may be submitted to this office record.

PROJECT DIRECTOR
HOUSING PROJECT HOA
HYDERABAD SINDH

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

EE/HPCD-II/ Hyderabad ,Dated:

To,

The Project Director, Housing project H.D.A

Hyderabad.

Subject:

B-I AGREEMENT FOR THE WORK OF CONSTRUCTION OF 100'FT WIDE ROAD FROM JAMSHORO ROAD TOWARDS PHULELI CANAL

AT ZONAL PLAN-III.

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

> ECUTIVE ENGINEER USING (P)CONSTT: DIVN-II H.D.A HYDERABAD

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

EE/HPCD-II/ Hyderabad ,Dated: /2011

To,

The Project Director, Housing project H.D.A

Hyderabad.

Subject:

B-I AGREEMENT FOR THE WORK OF CONSTRUCTION OF 100'FT WIDE ROAD FROM JAMSHORO ROAD TOWARDS PHULELI CANAL

AT ZONAL PLAN-III.

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

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

MIT. NO FELLINCO IN HOOR 16403, datal 15/9/2011 FORM BI FORM BI FORM BI FORM BI G.Rs., W.P.D, Nos. 7938 of 6-4-35, 36-1 of 6-1-36, 1639- W of 27-9-37, G.C.M.P. and M. Deptt, No. 383-P/37 of 9-11-37 (P.W.D.) No. S-173. 2-W of 18-12-37 G. Rs. (P.W.D., No. 1938-1 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 Percentage Rate Tender and Contract 1038/11-1 of 28-3-49, 5643-W2 of .2-12-50 for works Azhar Consti Ca. General Rules and Directions for the by/bontract All work proposed to be executed shall be notified form of invitation to tender posted on a process mornis and Executive Engineer and signed by the I PARISTAN PAKISTAN PAKISTAN Gibeligghilmit skale the work love mitting and occasing tenders and the time the security deposit to be deposited by the figure security deposit to be deposited by the figure security deposit to be deposited by the figure security deposition of designs and structure and estimated ments, required in connection with the Engineer for the purpose of identification by contractions in the office of the Engineer. \_JLD.A. Hyderand 2. In the event of the tenter being, SPECIAL SPECIAL separately by each partner thereof, or Airit shall be signed on his behalf by a person norming a communication BAKISTAN AKISTAN him to do so. PAKISTAN WAKISTAN 3. Receipts for payments made on account a firm, shall also be signed by all the paymers, ex-described in their tender as a firm, in which case name of the firm by one of the partners of by authority to give effectual receipts for the firm 4. Any person who submits a tender shall stating at what percentage above or below the memorandum showing items of work-to be carried take the work. Only one rate of such percentage SPECIAL SPECIAL be framed. Tenders, which propose any altere SPECIAL ADHESIVE ADHESIVE SPECIAL the said form of invitation to tender, or in the time ADHESIVE work, or which contain any other conditions, wi ADHESIVE ion 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 seen and submit a separate tender for each. tender for each. Tenders shall have name and number of the work to ware street they refer written outside the envelope. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representives who may be present at the time, and he will enter the amount of the several tenders. in a comparative statement in suitable form. In the even of a tender being accepted, the contractors shall for the purpose of indentification, sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the carnest 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. 9 44 5.5% \$GP, Kar. -L (\*\*) 0/93-5000-280-TSS

Receipt No. 1/6 (3) dated from Government Treasury or

Sub-Treasury at in respect of the sum of Rs. 350,000/z

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Sub-Treasury at in respect of the sum of Rs. 350,000/z

Sub-Treasury at in respect of the sum of the full value of which shall be retained by Government on account of the security deposit as aforesaid or [(b) of the full value of which shall be retained by Government on account of the security deposit aposition of the security of winess.

The above tender is hereby accorded by me on behalf of protection plants of the winess.

Executive Engineer Projection of the winess.

Division (or his duly authorise Assistant).

Dated the

day of

198 .

Conditios of Contracts

Clause 1.-The "First whose tender may be accepted (hereinafter called the generally 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.

COMPRACTOR

Compensation for delay-

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EXECUTIVE ENGINEER
Housing Project Const. DivisionH.D.A. Hyderaed

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

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

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

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

Clause 4.—If the progress of any particular portion of the work is unsatisfactory executive Engineer shall, not withstanding that the general progress of Action when the the work is in accordance with the conditions mentioned in clause 2, be entitled progress of any particular position of the to take action under clause 3 (b) after giving the contract 10 days' notice in writing. Work in unsatisfactory. The contractor will have no claim for compensation for any loss sustained by him owing to such action.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable and the same shall not have been exercised, the non-exercise thereof shall not able to pay compensation if action not taken withstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to the whole of his security denotited the liability. pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Eexecutive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the workor 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 son of removal be certified by the Eexcutive Engineer whose certificate thereof shall be final contractor's In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman, or, other authorised agent require him to remove such tools, plant, materials, or stores from the premises withing time to be specified in such notice, and in the eventrof 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 confirsctor and at his risk in all respects, and the certificate of the Executive Engineer asslotthe expense of any such removal and the amount, of the proceeds any expense of any such sale shall be final and conclusive against the contractor. andres to your ye documen

Power to take posses-ion of or require emoval of or sell contractor's plant.

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

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

Clause 9.—The rates for several items of works estimated to cost more than Payment at reduced rates on account of item of work not accepted as, having been completed fully in accordance with the sanctioned specifications, as completed to be at the discretion of th charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

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

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. Government or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be need by him for the purposes of the contract only and the value of the full quentity of the materials and stores so supplied shall be set of or deducted 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 mater supplied to him as aforesaid but remaining unused by himsor for, any wastage in or damage to any such materials. Sich eet oring.

Clause 13 - The contractor shall execute the whole and every part of the work in the most substantial and work man-like manner and both as regards in materials and all other materials in strict accordance with the specifications lodged orders on the contract of the parties in part of the contract. The contractor shall also

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EXECUTIVE ENGINEER Housing Project Const: Division 1 H.D.A. Hyderaad

CONTRIBUTOR

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

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

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

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

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

EXECUTIVE ENGINEER Housing Project Constablyision II H.D.A. Hyderaud

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

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

reference to actual loss.

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

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

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

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

European

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

Clause 33.—In the case of any class of work for which there is no such speciwith 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,

Definition

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

EXECUTIVE ENGINEER

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

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

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

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

Recovery of dues from

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

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

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

Government the work.

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

When the sanctioning authority for the tender is: -

Executing Engineer.

One month.

Superintending Engineer,

Two months.

Chief Engineer.

Three months.

Government,

Six months:

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

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 dited 1407 and subsequent orders issued in this connection.

Certified that I have noted the content of Government PWD. Circular Memorandum No. 1006-1 dated 21-2-1950 wherein the responsibility of getting

the tender checked efficiently is placed on me,

Executive Engineer,

Constitution Throat to a contain a limit of the contains of the first of the contains of the c

Executive Engineersing Project Const: Division-I

#### SCHEDULE

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

	Quantities calimated but may be more or tess.	Item of work	Tender	3 Inles		Total
No.	may be more or less.		In figures	In words	Pait	Total amount according to astimated quantities.
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Note 1.—All work shall be carried out as per Public Works Departments Hand-book and other specifications of the 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 sood work under all conditions. Site moisture, Weather, etc.

(Signatu Contractor)

(Signature of Executive Engineer IVE ENGINEER

Assistant - Engineer Const. Division- II H.D.A. Hyderaed

To be continued on adding I sheets if found necessary,

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

NO:PD/HP/HDA/Estt://3/ $\neq$ /2011, Hyderabad dated: /7-/c-2oj/

To,

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

SUBJECT:

CONSTRUCTION OF 60FT: WIDE ROAD (DUAL CARRIAGE WAY) FROM

LINED CHANNEL 100FT: WIDE ROAD THROUGH FAZAL SUN CITY AT

ZONAL PLAN-VI.

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1543, dated: 07.10.2011.

The B-I agreement for the subject work in favour of M/s Naeem Associates, Government Contractor, is returned herewith duly sanctioned for Rs.3,06,65,189/- (Rupees Three Crore Six Lacs Sixty Five Thousand One Hundred Eighty Nine Only). An attested photocopy of the sanctioned agreement may be submitted to this office record.

PROJECT DIRECTOR HOUSING PROJECT HIDA HYDERABAD SINDH OFI

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

NO.EE/HPCD-II/HDA/ /5/3 Hyderabad. Dated: 7

/2011

183 goll To,

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

Subject:

B-I AGREEMENT FOR THE WORK CONSTT: OF 60FT WIDE ROAD (DUAL CARRIAGE WAY) FROM LINED CHANNEL 100FT WIDE ROAD THROUGH FAZAL SUN CITY AT ZP-VI

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

EXECUTIVE ENGINEER HOUSING (P) CONSTT: DIV-II DH.D.A HYDERABAD

No EE/HPCOG HOA/ 1403 flyd; dafad. 15-8-2-11 Dale 9- jour from 1st. puls Dale FORM BLODO. G.Ks., W-ED, Nos. 7938 of 6-4-35. osil of 61:06:4659. W of 27:9-17. GCMB mid-1M Dept, No. 38:1937. c19-11-559(4)MD, No. 3-173. 2-W oc-WORKS DEPARTMENT CIRCLE 118-12-37 Mr. Ra. (P.W.D.) No. 1038-1 of .22.2-39 12-10-14 and 2-5-44, 654-W of 22.2-39 12-30-14 and 22-5-14, 65-W HACO - DIVISION -Percentage Rate Tender and Contract 7,958/81-9 6/28-5-49, 3647-TV2 of 12-12-50 for works Continuity Thises and Directional for the Guidance of Confractons All work proposed to be executed by contract shall be notified in a loren of invitation to tender posted on a board hing up in the office of the contract. Executive Engineer and signed by the Executive Engineer.

This form win state the work to be carried out, as well as the date for submitting and opening tempers and the time allowed for carrying out the work; also the amount of samest money to be deposited with the tender, and the amount of the scenary deposit to be deposited by the successful tenders, and the percentage of any to be deducted from the lit will also state where the percentage in the percentage of the second area and any other decining these courses, course and any other decining these designs and connection with the work field be signed by the Engineer feature our pose of itentification.

By contract the purpose of itentification with the work field be signed by the Engineer feature. Executive Engineer and signed by the Executive Engineers 22 PAKT5 separatély is shall be him to de a firm, sh describeri marie of : 000000AF4 authority SPECIAL SPECIAL ADHESIVE stating in ADRESIVE memorace & dake the work. Only one ratefor such PARISTAN PAKKSTAN De france. Tenders, which propose the saud-form of invitation to tender, of work, or which contain any other condi-printed form of teader shall include a contractors wish to tender for two lands tender for each. Tenders shall have rai they refer written outside the envelope. S. The Executive Engineer or his du: in the presence of contractors who have who may be present at the time, and he wi in a comparative statement in suitable : being rejected the Divisional Officer shall authorize the Treasury Officer concerned to the earnest money deposited to the contractor making ADJUSTICAL 6. The Officer competent to dispose of the tender shall have the right of rejecting all-optapy-of the tonders. of the same of the -07, Rul SL (\*) 17/33-5 000-2,80-785 Property (Sec

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dated 578/2011 from Government Treasury or . Acceipt No.

Sub-Treasury no in respect of the sum of Rs. 600 00072 Amount to be spect. is herewith forwarded representing the carnest money [(a) the full value of field in words and figures. which is to be absolutely forfeited to Government should  $\frac{r}{we}$  not deposit

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

the full amount of scennity deposit specified in the above memorandum, in accordance with Clause I(A) of the said conditions, otherwise the said sum of any cash security depositions.

Shall be retained by Government on account of such security sit is to be taken. e.posit 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]..

Sanctioned for Rs: 3,06,65,189 \*\*Signature of contrac M Pive Thousand One WILL to contractor's signature.

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

Executive Engineer, Reco

Signature of the Division (or his duly sothorise Assistant).

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Conditios of Contracts

Cloust 1.—The Parson whose tender may be accepted (hereinafter called the

contractor) shall (A) [(within one day for a contract of Rs. 7,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of the days, for a contract of Rs. 10,000 or more of the receipt by him of the noti-Ecition of the acceptance of his tender) deposit with the Executive Engineer in cash of Covernment securitis endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the carnest money inore than 12 months) a sum sufficient with the amount of the carnest money deposit. By him with his tender to make up the full security deposit specified in him for work done under the contract to deduct such sum as will (with the carnest deductions to be held by fun) amount to percent of all moneys so payable, such 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 denoticed shall not amount to the contract or depositing a Lump sum, by way of depositing shall not amount to the contract or depositing a lump sum. deposited shell not amount to the contractor for work done under the contract to make up the full payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government authorized 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. the confractor 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 laterest arising therefrom, or from any sums which may be due or may become due by Covernment 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 sionesaid the contractor shall, within ion days thereafter, make good in cash or Government securities endorseed as aforsaid any sum or sums which may have that deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, who paid in cash, may, at the cost of the depositor, by converted into interest-bearing securities provided that the depositor.

If the amount of the security deposit to be paid in a lump sum within the field 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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of in install viol to rescand the contract (of which rescision notice in writing to the con-wires month to under the hand of the Executive Engineer shall be conclusive evidence) and concern shall that case the security deposit of the contractor shall stand forfeited and he actor either plately at the disposal of Government.

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(b) To employ labour paid by the Public Works Department and to supply unistances for its carry out the work, or any part of the work, debiting the contractor : biractor from Which cost and price the certificate of the Executive Engineer shall be final and seek is process. Solutive against the contractor) and crediting him with the value of the work be, in all respects in the same manner and at the same rates as if it had been ned out by the contractor under the tehms of his contract; and in that case certificate of the Executive Engineer, as to the value of the work done shall be alsand conclusive against the contractor.

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

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

Clause 4 -- If the progress of any particular portion of the work is unsatisactory executive Engineer shalk not withstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled progress fortake action under clause 3 (b) after giving the contract 10 days' notice in writing cular position of any loss sustained by him work in unsatis The contractor will have no claim for compensation for any loss sustained by him

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 exerciseable constitute a waiver of any of the conditions hereof and usch powers shall not the form of the conditions hereof and usch powers shall not the form of the conditions hereof and usch powers shall not the form of the conditions are compensationally and the conditions hereof and usch powers shall not the form of the conditions are compensationally and the conditions are compensationally as the conditions are consistent as a condition of the condition of the conditions are consistent as a condition of the condition of t withstanding be exerciseable in the event of any future case of default by the under clauses 3 and 4. contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability. of the contractor for past and future compensation shall remain unaffected. In the event of the Eexecutive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, matetials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract power to traces, or in the case of contract not being applicable; at current market rates, to sion of be certified by the Eexcutive Engineer whose certificate thereof shall be final contractor's In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman, or other authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Brecutive Engineer may remove thompal the contractor's expense or sale them by auction or private sale on account of the contractor and at his gask in all respects, and the certificate of the Executive Baselineer as to the expense of any such removal and the amount, of the proceeds and learn use, of and such sale shall be final and conclusive against the contractor. The second state of the second second

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ion of the time for lot as payments for work actually done and completed, and shall not preclude wirking to the process to be removed or taken away and re-constructed, or re-creeted, nor shall for may case before to be removed or taken away and re-constructed, or re-creeted, nor shall for may case before to any payment be considered as an admission of the due performance of the constructed traffer may be see before any partithereof in any respect or the accuring of any ciam; nor all asymptotic extensions of the final settlement and adjustment of the accounts or the policy of the policy of any way vary or effect the contract. The final bill shall be subteed by the contractor within one month of the date fixed for the completion otherwise Engineer-in-charge's certificate of the measurements and the execution of the work, otherwise Engineer-in-charge's certificate of the measurements and the or any of the lot the total amount payable for the works shall be final and binding on all artifore the date of

Metion of the works and the rates for several items of works estimated to cost more than shall be vailed only when the item concerned is accepted ther clause of pass where the items of work are not accepted as so completed the Engineering as completed to a such items at such reduced the Engineering the discretion of the completed the pass of the completed the items of the completed the Engineering the discretion of the complete the items of the complete the items of the complete the items of th had these probable may make payment on account of such items at such reduced rates as he

pine operative dury provious 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, addl be furnish star as admissible, adjusted, if possible before the expiry of ten days from the the Business said work in the presence of the contractor or his authorised agent, whose counters are removed from the Engineer in the measurement list will be sufficient warrant and the Engineer-inthe removed fresignature to the measurement list which shall be binding on the contractor

spon which the Clause 11.—The contractor shall submit all bills on the printed forms to be for the had on application at the office of the Engineer in-charge, for the purpose made in the bills shall always be entered at the rates specified in the tender or in by his subofficement one of any extra work ordered in pursuance of these, conditions, and not by his suborgamentioned or provided for in the tender at the rates hereinafter provided for such linge, the sailing works

If the cong o the removal Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. Government. for 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 periectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-incharge and he shall have no claim for compensation on account of any such anaterial supplied to bini as aforesand but remaining unused by maintoing and awastage in or daininge to any such materials. material supplied to him as aforesaid but remaining unused by himbon for, any

Chause 13 The contractor shall execute the whole and every part not) the Change 15:—1 me competed shall excuse the whole distanter and both last regards in machiness with materials and all other materials in strict accordance with the specifications lodged specification. desired materials and an outer-matter Engineer and initialled by the parties of the Executive Engineer and initialled by the parties of the contractor country of the the onice of the contracts. The contractor shall also

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that any materials or articles provided by him for the execution of the work are ansound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work materials or aricles complained of may have been inadvertantly passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent. On the amount of the estimate for every day not exceeding ten days, during which the failure so confinues, 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. Schoold the Engineer-in-charge consider that any such inferior work er 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.

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

Works to be open to

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before before to be give covering up or otherwise placing beyond the teach of measurement any work in covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered up or place bound the reach of measurement, and shall 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 any work without 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

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working or any building, road, fence, enclosure or greass land or cultivated ground continuous damage done, and for 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 with the continuous 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 cartificate of completion, final or otherwise, by the Engineer-incharge, the contractor shall make good the same at this own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

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

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

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

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

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintend-direction of Superintendant of the Company of the Com point or points and in what manner they are to be commenced, and from time to

Clause 30.—Except where otherwise specified in the contract and subject to Decish the powers delegated to him by Government under the Code rules then in force, be final. the decision of the Superintending Engineer of the Circle for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions licreinbefore 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 concerng 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.

Docision

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture, which may be required for the or work, or any part thereof or in making up any articles required therefor or in from connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-incharge will be debied to the contractor in his account at the rates shown in the schodule 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 shell have been incurred in obtaining delivery of the same at the stores

Stores inamufac-obtained to in Government,

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

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

where

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

Designing of work

TXUSTING SYSTEM (Housing Project Comes Cobelobe ). -light Erisoni .

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

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

Clouse 47 .- Any sum due to the Government by the contractor shall be Recovery of duestress contractor as access liable for recovery as arrears of Land Revenue. Land Reconne.

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

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

Payment of Sales Tax.

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

Government s Interest

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

When the sanctioning authority for the tender is: --

Executing Engineer.

One month.

Superintending Engineer.

Two months.

Chief Engineer.

Three months.

Government,

Six months:

Clause 52-411 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 r 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) Depart-- ment 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".

Cartified 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 14-9-49-77 land subsequent orders issued in this connection.

Divisional Accountant.

Cortified that I have noted the content of Government P.W.D. Memorandum No. 1005-I dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

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Executive Engineer, EXECUTIVE CHOINE ENGINEER Housing Project Congt. Evident E. Executive Engineer,

Division.

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#### SCHEDULE B.

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

1244.000000	Optotities		Tenders	fates .	1	Total Emerci
Jiem No.	Genetities estimated but Imay be more as less.	Item of work	In figures	Ip words	Vas	Total amount according to estimated quantities.
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27	annua y cultura		TO THE PROPERTY AND THE		4000	

More 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 hat 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 expects and held such work under all conditions. Site moisture, Weather, etc.

- (Signature of Contractor)

(Signature of Executive) Rapples (COMMER)
(Assistant Edutation ) St. (Note that )

Note- To be continued on adding! shorts if found necessary.

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

NO:PD/HP/HDA/Estt:/ /3/5 /2011, Hyderabad dated: /7-/o-gett

To,

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

SUBJECT: P/L/J & TESTING EXTERNAL SEWERAGE SYSTEM 18",24", AND 30"

DIA SEWER AT ABDULLAH GARDEN ALONG FASADI WAH UPTO

SEWERAGE DISPOSAL AT AMMAR CITY ZONAL PLAN-III

REF'NCE: Your office letter No:EE/HPCD-II/HDA/TC/1559, dated: 17.10.2011.

The B-I agreement for the subject work in favour of M/s Raheel Construction Company, Government Contractor, is returned herewith duly sanctioned for Rs.1,74,74,663/- (Rupees One Crore Seventy Four Lacs Seventy Four Thousand Six Hundred Sixty Three Only).

An attested photocopy of the sanctioned agreement may be submitted to this office record.

PROJECT DIRECTOR HOUSING PROJECT HOA HYDERABAD SINDER

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

EE/HPCD-II/ /559 /2011 Hyderabad ,Dated: /7/10 /2011

To,

The Project Director, Housing project H.D.A

Hyderabad.

Subject:

B-I AGREEMENT FOR THE WORK OF P/L/J/T EXTERNAL SEWERAGE SYSTEM 18", 24" & 30" DIA SEWER AT ABDULLAH GARDEN ALONG FASADI WAH UPTO SEWRAGE DISPOSAL AT AMMAR CITY Z.P-III

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

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

igh.

NIT. NO EELHOUDINGA, Hud rooksat el G.Rs., W-P.D, Nos. 7918 of 6-4-35, 56-1 of 6-1-36, 1659- W of 27-9-37, G.C.M.P. and M, Deptt, No. 383-P/37 of -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 (2-10-44 and 2-5-44, 654-W of 22-2-39 12-10-44 and 2-2-5-44, 65-W 1038/11-1 of 28-3-49, 5647-W2 of 12-12-50 ercentage Rate Tender and for works ridance of Contractor 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 carried to Executive Engineer and signed by the Executive Engineer. , (Housely Project Charles This form will state the work to be carried out, as well at 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 significantly for the specifications, designs and connection with the work shall be significant. ments, required in connection with the work shall be signed it to be executive. Engineer for the purpose of identification, and shall also be open to hapection by contractors at the office of the Executive Engineer during office floors. 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the even of the absence 200 uny partner it shall be signed on his behalf by a person holding must be pakistan pakistan and PAKISTAN PAKISTAN Receipts for payments made on account) a firm, shall also be signed by all the partners, ex described in their tender as a firm, in which case name of the firm by one of the partners, of he authority to give offectual receipts for the firm. 4. Any person who submits a tender shall stating at what percentage above or below the memprandum showing items of work-to be carrie: take the work. Only one rate of such percenta; SPECIAL ADHESIVE be framed. Tenders, which propose any alter Adhesive Adhesive 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 the printed form of tender shall include a tender for more than one work but the printed form of tender shall include a tender for more than one work but the printed form of tender shall include a tender for more than one work but the printed form of tenders are the printed form of tenders. ADHESIVE contractors wish to tender for two or more works they shall submit a separate Accounts tender for each. Tenders shall have name and number of the work to which they refer written outside the envelope. 5. The Executive Engineer or his duly authorised Assistant shall open tenders. in the presence of contractors who have submitted tenders or their representives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in suitable form. In the even of a tender being accepted, the contractors shall for the purpose of indentification, sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the return of the money. The Officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.

SOP. Ka---L (iii) G/93-5.000-788-788

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dated 5. 3.2.11 from Government Treasury or Receipt No. 7282024 in respect of the sum of Rs. 355000/2 Amount to be speciis herewith forwarded representing the earnest money [(a) the full value of fied in words and figures. which is to be absolutely forfeited to Government should it not deposit Strike out (a) if no cash security deposit is to be taken, the full amount of security deposit specified in the above memorandum, in Strike accordance with Clause 1(A) of the said conditions, otherwise the said sum of any cash security depodeposit 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]. Sondhaud In Kr. 17474663/ (Kupers one Scrond Pour lac Swing four Thomas end ha for before sub-mission of (Occupation) \*\*\*Signature of witness to contractor's signature. The above tender is hereby accepted by me on behalf of the Government of West Pakistan. \*Signature of the Executive to thick to IRECT officer Housing Division (or his duly authorisde Dated the day of Conditios of Contracts Clause 1.—The Persons whose tender may be accepted (hereinafter called the

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> 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 noti-fication of the acceptance of his tender) deposit with the Executive Engineer in cash of Government securitis endorsed to Executive Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender], or (B)] permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit]. Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to the cost of the work, it shall be lawful for Government: at the time of making any payines to the contractor for work done under the contract to make up the full the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall, within ten days thereafter, make good in cash or Government securities endorseed as aforsaid any sum or sums which may have been deducted from, or raised by sale of his security dposit or any part thereof. The security deposit referrd to, whn paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly dsird this in writing.

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

M. W.

Compensation for delay-

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

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

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

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

Clause 4.—If the progress of any particular portion of the work is unsatisactory executive Engineer shall, not withstanding that the general progress of he work is in accordance with the conditions mentioned in clause 2, be entitled progress. o take action under clause 3 (b) after giving the contract 10 days' notice in writing. Cular position of any loss system of the contractor will have no claim for compensation for any loss system of the contractor will have no claim for compensation for any loss system of the loss o The contractor will have no claim for compensation for any loss sustained by him

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

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

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

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

submitted

Clause 1f.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such

Clause 12.—If the specification or estimate of the work provides for the use store of any special description of materials to be supplied from the store of the P.W.D. Government. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be need by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the 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 ontract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such-materials except with the consent of the Engineer-incharge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for, any wastage in or damage to any such materials.

supplied

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

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

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the inspection. Bugineer-in-charge and his subordinates, and the contractor shall at times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shallhave given to the contractor, either himself be present to receive orders instrutions, or have a responsible agent duly accredited in writing present for that pursible agent to be present.

Ontractor or responsible agent to be present. to have the same force an effect as if they had been given to the contractor himself.

Works to be open to

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

to be given

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

Clause 21.—The contractor shall supply at his own cost all material (except be entitled juch special material, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract, be supplied plant, if any, as may in accordance with the contract of the contract actor shall form the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage month of lekle, scaffolding and temporary work requisite or proper for the execution of he work, whether in the original, altered, or substituted from, and whether into the gerred to in these conditions or not, and which may be necessary for the purpose e-in-charges satisfying or complying with the requirements of the Engineer-in-charge as to by matter as to which under these conditions he is entitled to be satisfied, or or hich he is entitled to require together with carrage therefor, to and from the

Contractor to supply ladders scuffol-

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

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

Sum P. yable by way

Clause 28.—In the case of a tender by partners any change in the constitucharge for his information.

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

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

Decision

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

Stores of European or American manufac-ore to be obtained Government.

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

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

Action

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

Definition of work

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

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

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

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

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

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

Interest Share Government servant in the work.

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

When the sanctioning authority for the tender is:-

Executing Engineer.

One month.

Superintending Engineer.

Two months.

Chief Engineer.

Three months.

Government.

Six months.

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W dated 143-1937 and subsequent orders issued in this connection.

Divisional Accountant.

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Tha:

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

where for Contractor. and urma

Executive Engineer,

Executive Engineer, Division.

### SCHEDULE B.

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

(Signalune of Engineer, Assistant Engineer,

(Signature of Coduscior)

Mote-To be continued on adding sheets if found necessary.

100

### OFFICE OF THE EXECUTIVE ENGINEER HOUSING PROJECT CONSTT DIV-II HDA HYDERABAD

No.EE/HPCD-II/HDA/ 15272011

Dated.

/10/2011

To,

The Director Capacity Building SPPRA Karachi

Subject:

I.D No 5141/2011 dated 19.8.2011

Kindly find enclosed herewith Bid Evaluation Report and Contract Evaluation Form for Hoisting in the SPPRA Website.

EXECUTIVE ENGINEER

HOUSING PROJECT CONSTT: DIV-II

HDA HYDERABAD

Copy f.w.cs to:

1. The Project Director, Housing Project, HDA for information

2. The Director Technical Services HDA for Information.

EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIV-II
HDA HYDERABAD

SPPRA INDIARY
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### OFFICE OF THE EXECUTIVE ENGINEER HOUSING PROJECT CONSTT DIV-II HDA HYDERABAD

No.EE/HPCD-II/HDA/ 1525 2011

Dated.

/10/2011

M/s Raheel Constt: Co: "C" area House No 5 Mohalla Rahimabad Korangi 3 1/3 Karachi

SUBJECT:- P/L/J/T external Sewerage System 18" 24" & 30" dia sewer at Abdullah Garden along Fasadiwah upto Sewerage disposal at Ammar City Zonal plan-III

Ref:- Your offer dated 5.09.11

Your offer to execute the above subject work at 32.50% above Rs 17474663/(Rupees One Crore Seventy Four Lacs Seventy Four Thousands Six Hundred Sixty Three Only)
being lowest in the competition has been approved by the Director General HDA vide No
DTS/HDA/HP/DB/3900/2011 dated 30.9.2011 as received under Project Director Housing Project
HDA letter No PD/HP/HDA/1221 dated 1.10.2011.

You are requested to please start the work within seven days from date of issue of this work order under the supervision of Assistant Executive Engineer HPC Sub Division-I HDA and complete the same within Six Months in accordance with the specification.

EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIV-II
HDA HYDERABAD

Copy f.w.cs to:

1. The Director Capacity Building SPPRA Karachi

2. The Project Director, Housing Project, HDA for information

3. The Deputy Director Audit and Accounts Housing Project HDA.

4. Assistant Executive Engineer HPC sub division-I HDA for Information. He is directed to please get the work executed as per specification and ensure that no access expenditure is incurred without the prior permission of the competent Authority and intimate the actual date of start of the work.

EXECUTIVE ENGINEER

HOUSING PROJECT CONSTT: DIV-II

HDA HYDERABAD

### SCHEDULE - B

Name of work:-

P/L/J/T EXTERNAL SEWERAGE SYSTEM (18", 24" AND 30" DIA SEWER) AT ABDULLAM GARDEN ALONG FASADI WAH UPTO SEWERAGE DISPLSAL AT AMMAR CITY ZP-III.

				200000000000000000000000000000000000000		1121	111.
Item							
No	Description.	Quantity		Rate	<u>Unit</u>		Amount
1	Excavation for pipeli true alignment and s cutting joints holes a Engineer in charge, for non vehicular tra ong chain (30.50 m)	nd disposal of sur providing fence gi ffic wherever real	eds of tre plus earth uards ligh uired lift i	nches to co within one	rrect level and gr chain as directe	ade, d by	
2	0'~5'	75278.86 cft		V	P.%o cft	Rs.	131166
2	Excavation for pipelir and dressing sides to correct level and gra- one chain as directed and temporary crossi (1.52 m) and lead upt	de, cutting joints I by Engineer in c	and shape holes and charge, pr	levelling of disposal of oviding fend	f beds of trencher surplus earth we guards lights f	s to ithin	
	0~5'	60223.09 cft	@ Rs	2613.60	P.%o cft	Rs	4====
6	Excavation for pipelin and dressing sides to correct level and grace one chain as directed and temporary crossing (1.52 m) and lead upto	de, cutting joints h by Engineer in cl	nd snape loles and harge, pro	disposal of disposal of oviding fenc	beds of trenche surplus earth wi e guards lights fl	ning s to thin	157399
	)~5'						
		15055.76 cft	@ Rs.	5082.00	P.%o cft	Rs	76513
5	5'~8'	90334.63 cft	@ Rs.	5346.00	P.%o cft	Rs	482929
8	'~11'	85978.08 cft	@ Rs. 8	610.00	P.%o cft	Rs	482337
II e	Bailing or pumping ou oncrete masonary wo ) For pipe line tren xcavation, second tim me for pipe laying. (PI	ich volum under ie for cost in situ o	water to	bo mana			
		382736.94 cft	@ Rs. 1	39.60	P.% cft	Rs	534301
			- Annual Control of			110	034301

violing, fixing of steel box shuttering of approved design for depth upto 10 feet height. (RAA). 4700.00 Rft @ Rs. 124.80 P.Rft 586560.00 Providing and fixing, driving open timbering to trenches for depth 10ft (PHES P-53 item No.21). 42943.00 sft @ Rs. 1980.35 P.% sft Rs 850422 Stone filling dry vhand packed as filling retaining works or pitching and aprens. (GS-P- Item ). 9400.00 cft @ Rs. 674.00 P.% cft Rs 63356 Providing and laying crushed Stone with Bholhari sand bedding 9" thick under the bed of R.C.C (ASTM) pipe. Including rehandling preparing bed leveling compacting and carriage of Material upto site.(R.A.Attached). 9400.00 cft @ Rs. 2354.00 P.cft Rs 221276 Providing, laying, jointing RCC pipes of ASTM C-76-62 T/C-76 C-70 class-II wall 'B' and fixing in trenches i/c cutting fitting and jointing with rubber ring i/c testing with water upto specified pressure.( 18"dia 1800.00 Rft @ Rs. 656.61 P.Rft Rs. 1181898 24"dia 1900.00 Rft @ Rs. 859.63 P.Rft Rs. 1633297 30"dia 1800.00 Rft @ Rs. 1550.76 P.Rft Rs. 2791368 10 Cement concrete plain i/c placing compacting finishing and curring complete (including screening and washing of stone aggregate without shuttering. (GS-P-18 Item No.5). i CC'1:4:8 2428.76 cft @ Rs. 4319.70 P.% cft Rs 104915 ii CC1:2:4 2611.35 cft @ Rs. 5941.10 P.% cft Rs 155143 11 RCC work i/c labour and material exept the cost of steel reinforcement and its labour for bending and binding ehich will be paid seperately. This retes i/c all kind of forms moulds lifting shuttering curing rendering and finishing the exposed surface, (i/c screening and washing of shingle).(GS P-17 item No.6-a) 14012.76 cft @ Rs. 114.00

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

P. cft

Rs

1597455

10						
	500.45 cwt	•	2772.55	P. cwt	Rs	1387523
Providing and fixing C.I Ma P-23 item No.1)	nhole Cover	with fran	ne I/c cost of	material etc.(PHE	S	
1	3110.00 kg	@ Rs.	38.48	P.kg	Rs	504473
geeb or center remoticed M	ith 3/8" dia to	or steel b	ars at 4" c/c	welded to 1/8" thi	ok	
	110.00 Nos	@ Rs.	418.80	Each	Rs	46068
Dismantling dry stone maso	onry. (SoR P	-10 item	No.1)			
	180.00 cft	@ Rs.	123.40	P. cft	Rs	222
Dismantling stone pitching of	ement or lim	e groute	d. (SoR P-10	item No.6)		
	225.00 cft	@ Rs.	580.80	P. cft	Rs	1307
Dismantling cement concre concrete cleaning and straig	te reinforcen htening the s	nent ser same. (S	parating and oR P-11 item	straightening from	m	
	52.50 cft	@ Rs.	1597.20	P. cft	Rs	839
Dismantling cement concrete	e plain 1:4:8.	(SoR P	-11 item No.1	19).		
	90.00 cft	@ Rs.	798.60	P. cft	Rs	719
Refilling the excavated stuff full compaction etc. complete	in trenches e. (PHE P-53	6" thick 3 item N	layers i/c wa No.24).	tering ramming t	0	
294	183.37 cft	@ Rs.	1343.00	P.%o cft	Rs	395088
1				Total	Rs.	13386572
CONTRACTOR		Hoos	NG (P) CONST	T: DIVISION II		
	Manufacturing supplying R deep at center reinforced w 2.5 inch deep M.S plate I/c 27, I-1c).  Dismantling dry stone mason Dismantling stone pitching of Dismantling cement concrete concrete cleaning and straig Dismantling cement concrete Concrete cleaning and straig Dismantling cement concrete Concre	Manufacturing supplying RCC manhole deep at center reinforced with 3/8" dia to 2.5 inch deep M.S plate I/c curing, stack 27, I-1c).  110.00 Nos  Dismantling dry stone masonry. (SoR P. 180.00 cft  Dismantling stone pitching cement or lim 225.00 cft  Dismantling cement concrete reinforcer concrete cleaning and straightening the some 52.50 cft  Dismantling cement concrete plain 1:4:8.  90.00 cft  Refilling the excavated stuff in trenches full compaction etc. complete. (PHE P-53. 294183.37 cft)	Manufacturing supplying RCC manhole covers deep at center reinforced with 3/8" dia tor steel be 2.5 inch deep M.S plate I/c curing, stacking and 27, I-1c).  110.00 Nos @ Rs.  Dismantling dry stone masonry. (SoR P-10 item 180.00 cft @ Rs.  Dismantling stone pitching cement or lime groute 225.00 cft @ Rs.  Dismantling cement concrete reinforcement ser concrete cleaning and straightening the same. (Some pound of the poun	Manufacturing supplying RCC manhole covers cost in 1:2:4 deep at center reinforced with 3/8" dia tor steel bars at 4" c/c 2.5 inch deep M.S plate I/c curing, stacking and transportation 27, I-1c).  110.00 Nos @ Rs. 418.80  Dismantling dry stone masonry. (SoR P-10 item No.1)  180.00 cft @ Rs. 123.40  Dismantling stone pitching cement or lime grouted. (SoR P-10 225.00 cft @ Rs. 580.80  Dismantling cement concrete reinforcement separating and concrete cleaning and straightening the same. (SoR P-11 item 52.50 cft @ Rs. 1597.20  Dismantling cement concrete plain 1:4:8. (SoR P-11 item No.1 90.00 cft @ Rs. 798.60  Refilling the excavated stuff in trenches 6" thick layers i/c was full compaction etc. complete. (PHE P-53 item No.24).  294183.37 cft @ Rs. 1343.00	13110.00 kg @ Rs. 38.48 P.kg  Manufacturing supplying RCC manhole covers cost in 1:2:4 concrete ratio, deep at center reinforced with 3/8" dia tor steel bars at 4" c/c welded to 1/8" thi 2.5 inch deep M.S plate I/c curing, stacking and transportation within 10 miles. 27, I-1c).  110.00 Nos @ Rs. 418.80 Each  Dismantling dry stone masonry. (SoR P-10 item No.1)  180.00 cft @ Rs. 123.40 P. cft  Dismantling stone pitching cement or lime grouted. (SoR P-10 item No.6)  225.00 cft @ Rs. 580.80 P. cft  Dismantling cement concrete reinforcement separating and straightening from concrete cleaning and straightening the same. (SoR P-11 item No.20)  52.50 cft @ Rs. 1597.20 P. cft  Dismantling cement concrete plain 1:4:8. (SoR P-11 item No.19).  90.00 cft @ Rs. 798.60 P. cft  Refilling the excavated stuff in trenches 6" thick layers I/c watering ramming the full compaction etc. complete. (PHE P-53 item No.24).  294183.37 cft @ Rs. 1343.00 P.%o cft  Total	P-23 item No.1)  13110.00 kg @ Rs. 38.48 P.kg Rs  Manufacturing supplying RCC manhole covers cost in 1:2:4 concrete ratio, 3" deep at center reinforced with 3/8" dia tor steel bars at 4" c/c welded to 1/8" thick 2.5 inch deep M.S plate I/c curing, stacking and transportation within 10 miles. (P. 27, I-1c).  110.00 Nos @ Rs. 418.80 Each Rs  Dismantling dry stone masonry. (SoR P-10 item No.1)  180.00 cft @ Rs. 123.40 P. cft Rs  Dismantling stone pitching cement or lime grouted. (SoR P-10 item No.6)  225.00 cft @ Rs. 580.80 P. cft Rs  Dismantling cement concrete reinforcement separating and straightening from concrete cleaning and straightening the same. (SoR P-11 item No.20)  52.50 cft @ Rs. 1597.20 P. cft Rs  Dismantling cement concrete plain 1:4:8. (SoR P-11 item No.19).  90.00 cft @ Rs. 798.60 P. cft Rs  Refilling the excavated stuff in trenches 6" thick layers i/c watering ramming to full compaction etc. complete. (PHE P-53 item No.24).  294183.37 cft @ Rs. 1343.00 P.%o cft Rs.  Total Rs.

#### CONDITIONS

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

CONTRACTOR

HOUSING (P) CONSTT: DIVISION II
HDA, HYDERABAD

M.11. 77

#### 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: One (1)

5. BRIFE DESCRIPTION OF CONTRACT: P/L/J/T External sewerage System 18" 25"

& 30" dia sewer at Abdullah Garden along

Fasadiwah upto Sewerage disposal at

Ammar City Zonal plan-III.

6. Forum that approved the Scheme: Director General HDA

7. Tender Estimate Value: Rs 17803000/-

8. ENGINEER'S ESTIMATE

(foR civil works Only): Rs 17803000/-

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

10. Tender opened on (Date & Time) 5.09.2011 (1 P.M)

(attach list of buyers):

12. NUMBER OF BIDS RECEIVED: Three

13. NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS: Nine

14. BID EVALUATION REPORT

(Enclose a copy): Enclosed

15. NAME AND ADDRESS OF THE SUCCESFUL BUILDER: M/S Raheel Constt: Co:

"C" area H # 5 Mohallah Rahimabad

Korangi 3 1/3 Karachi

16. CONTRACT AWARD PRICE: Rs 17474663/-

17. RANKING OF SUCCESFUL BUILDER IN EVALUATION REPORT

(i.e. 1st, 2nd, 3rd Evaluation BID) M/S Raheel Constt: Co (1st)

M/S Adeel & Tanzeel (2<sup>nd</sup>)

M/S Mustafa & Sons (3<sup>rd</sup>)

18. Method of Procurment Used

a) Single Stage-One Envelope Procedure Local

b) Single Stage-Two Envelope Procedure

d) Two Stage-Two Envelope Bidding Procedure -19. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Director General HDA vide No: HDA/DTS/HP/DB/3900/11 dated 30.09.2011 20. Whether the Procurment was included in Annual Procurement Plan Yes 21. ADVERTISEMENT i) SPPRA Website Yes SPPRA I.D 5141/11 (If Yes, give date and SPPRA Identification No.) Dated 19.08.2011 ii) **News Papers** Yes INF/KRY/2996/11 (If Yes, give name of newspapers and dates) 22. Nature of Contact 23. Whether qualification critaria was included In bidding/Tender Documents? Yes 24. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **Bidding Evaluation Based Upon Lowest** Bidding 25. Whether approval of computent Authority Was Obtained for using a method for Using a method other than open compitative Bidding. N.A 26. Was Bid Security Obtained from all Bidders? Yes 27. Whether the Succesful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) N.A 28. Whether the Succesful bidder technically Complaint. No 29. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? Yes 30. Whether Evaluation report given to bidders Before the award of contract. Yes 31. Any complaints received? No 32. Any Deviation from specifications given In the tender notice/documents? No 33. Was the extension made in response time? No

No

c) Two Stage-Bidding Procedure

34. Deviation from qualification area?

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

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

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

  N.A

38. Special Conditions, If any N.A

EXECUTVE ENGINEER
Housing Authorized: Office ii
H.D.A. Hyderaad

### BID EVALUTION REPORT

NIT No: EE/HPCD-II/HDA/1403/11
Dated: 15.08.2011
Date of issue from 1<sup>st</sup> publication
Date of opening 05.09.2011

Name of work:

P/L/J/T External Sewerage System 18", 24" & 30" Dia Sewer at Abdullah Garden Along Fasadiwah Upto Sewerage Disposal at Ammar City Zonal Plan-III.

Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/3216/11 dated: 09.08.11 Rs 17803000/-

ESTIMATED COST

Schedule Item Rs 12578737/
Non Schedule Item Rs 807836/
Diff: Cost of Steel Rs 587500/
Diff: Cost of Cement Rs 337155/
Cartage Rs 281374/-

Total Rs 14592602/-\_/

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Rensons For Acceptance/Rejection	Comparison with Estimate COst
1	M/S Raheel Constt;	32.50% above	17474663/-	1 <sup>e</sup> Lowest	Bieng Lowest In Competition, hence Accepted	19.75% above
2	M/S Adccl & Tanzeel	32.65% / above	17493531/-	2 <sup>rd</sup> Lowest		19.87% above
3	M/S Mustafa & Sons	33.50% above	17600450/-	3 <sup>rd</sup> Lowest		20,61% above 🗸

Executive Engineer HPCD-II HDA

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

Director General Avderabad Dayelopment Authority



### OFFICE OF THE EXECUTIVE ENGINEER HOUSING PROJECT CONSTT DIV-II HDA HYDERABAD

No.EE/HPCD-II/HDA/ 152/2011

Dated.

/10/2011

M/s Azhar Constt: Co: Zaib Square B/1 Industrial co-operative Housing Society Qasimabad. Hyderabad

SUBJECT:- Construction of 100; wide road from Jamshoro Road towards Phuleli Canal at Zonal Plan-III (Extension) Hyderabad.

Ref:-

Your offer dated 5.09.11

Your offer to execute the above subject work Part-A at 19.99% above Rs 12707235/- Part-B 68% above on schedule item at Rs 3299633/- plus Diff: Cost of Bitumen Rs 2789186/- plus diff: cost of Bricks Rs 16480/- Total Rs 18822834/- (Rupees One Crore Eighty Eight Lacs Twenty Two Thousands Eight Hundred Thirty Four Only) being lowest in the competition has been approved by the Director General HDA vide No DTS/HDA/HP/DB/3900/2011 dated 30.9.2011 as received under Project Director Housing Project HDA letter No PD/HP/HDA/1221 dated 1.10.2011.

You are requested to please start the work within seven days from date of issue of this work order under the supervision of Assistant Executive Engineer HPC Sub Division-I HDA and complete the same within Six Months in accordance with the specification.

EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIV-II
HDA HYDERABAD

Copy f.w.cs to:

1. The Director Capacity Building SPPRA Karachi

2. The Project Director, Housing Project, HDA for information

3. The Deputy Director Audit and Accounts Housing Project HDA.

4. Assistant Executive Engineer HPC sub division-I HDA for Information. He is directed to please get the work executed as per specification and ensure that no access expenditure is incurred without the prior permission of the competent Authority and intimate the actual date of start of the work.

EXECUTIVE ENGINEER

HOUSING PROJECT CONSTT: DIV-II

HDA HYDERABAD

#### SCHEDULE - B

Name of work:- CONSTRUCTION OF 100' WIDE ROAD FROM JAMSHORO ROAD TOWARDS PHULELI CANAL, AT ZONAL PLAN-III (EXTENSION), HYDERABAD.

#### PART A

<u>No</u>	10 10 10 10 10 10 10 10 10 10 10 10 10 1	Quantity	Rate	Unit		Amount
1	Preparing sub gra dressing to cambe	de including earth ex r and consolidation v	cavation or filling to vith power roller. (S.C	an average depth D.R P-2, I-6).	of 9"	
		120000.00 sft	@ Rs. 236.73	P.% sft	Rs	284076.00
2	Earth work for roathlick layers clod br	d embankment from eaking up to 100 ft: le	barrow pits in all type and lift up to 5 ft: in o	e of soils I/c laying rdinary soil. (R.A.A	in 6"	
		modified AASHO de				7.4
		40000.00 cft	@ Rs. 6606.95	P.%ocft	Rs	264278.00
14	ii. Compacting 85%	modified AASHO de	ensity.			
		1026696.70 cft	@ Rs. 5637.93	P.%öcft	Rs	5788444.13
	I/c watering rammir	of work pit / canal s ng and consolidation t of material T& P an	with power road rolle	er .		
	\$ 5	80000.00 cft	@ Rs. 478.00	P.%cft	Rs.	382400.00
	correct section woth 1:8 cement mortar i	d packed with surfar hammer dressed st n floors of bridges an ng three chains lea	one and voids filled in id along bunds and in	1	4 -	
		8925.00 cft	@ Rs. 2916.55	P.% cft	Rs	260302.09
ii	guage or approved ncluding hand pack and compacting AA	e course by supplying quality and required ing filling voids with SHO specification (rawork). (RA attached	I thickness to prope more than 6% of sui ate including all cost	r camber and gratable quality water	ade ring	
		49687.20 cft	@ Rs. 2761.83	P.% cft	Rs	1372276.00
P & fii	roperly grade to ma grade, including su lling depressing wo ompacting the sam	se by supplying & s aximum size of 1 1/2 apply & spreading 15 with stone metal af the so as to achieve	in required thicknes cft: screening & nor ter initial rolling ir 100% density as p	ss to proper, camin- n-plastic quarry fir ncluding watering ter modified AASI	ber nes &	
S	pecification (rate inc	ludes all cost of mat	erial T&P and carriag	ge upto site of wor	k).	
		24472.80 cft	@ Rs. 2959.31	P.% cft	Rs	724226.02

						100744,42
	1:4:8	3165.60 cft	@ Rs. 4319.70	P.% cft	Rs	136744.42
	Cement concrete parts screening and was No.5).	plain i/c placing comp shing of stone aggreo	pacting finishing and cogate without shuttering	urring complete i/	c n	11
	*	12510.0 cft @	Rs. 1306.80	P.%o Cft	Rs	16348.07
13	dagbeiling dressing	indation of Building, g, refilling around stru 5 feet. (SORG, P4,	Bridges and other s cture with excavated e I18).	tructures includin earth Watering an	ng id	
No	Description.	Quantity	Rate	<u>Unit</u>		Amount
Item		Part "B" Constt:	of RCC Culvert.			
				Total part A	Rs.	13395910.36
		16480.00 Nos	@ Rs. 1000.00	P.‰	Rs.	16480.00
12	Add Difference of	cost of bricks.	*			
		40.72 ton	@ Rs. 68496.70	P.ton	Rs.	2789185.62
11	Add Difference of	cost of bitumen.			23	
		34000.00 cft	@ Rs. 5084.20	P.%ocft	Rs	172862.80
	xiCompacting 95	% modified AASHO a	ensity.			
10	Earth work for be clod breaking rar ordinary soil) ( (R.	nming dressing etc co	all types of soils I/c lay omplete upto 100ft; lea	ving in 6" thick lay ad, lift upto 5 ft: (	ers in	
		74160.00 sft	@ Rs. 1375.52	P.%sft	Rs	1020085.63
9	bitumen 80/100 proportion i/c he	ng 15 cft bajri and 5.0 penetration including ating the materials cle	remixed carpet proper Cft hill sand of approve mixing in mechanical caning the road surface cludes all cost of materi	ed quality and 93 al mixer in requi e hill sand 2.0 cft	lbs red	
***		74160.00 sft	@ Rs. 387.30	P.% sft	Rs	287221.68
8	size including cl	00 penetration and 3. eaning the road surfa	on new of existing so 5 cft of crushed bajri on the complet to site of work) (RA attack	of 3/8 ince to 3/4 inc. (Rate includes	inch	
		4120.00 Rft	@ Rs. 827.00	P.%Rft	Rs	34072.40
	excavation for la	lying brick edging with	supply of 9"x4-1/2"x3" fi small side parallel to th upto site of work. (RA a	ne road. Rate inclu	cks, ides	

Providing and fixing Site Industries produce pre-cost kerb stone with ratio by weight of 1:1 (one part and sol plaster existing cement plaster screened sand 3 part crushed stone cement concrete baving mix kerbed crushing strength 3750 lbs per sq inch after 28 days and having height 45.0 cm and width 30.0 cm and thick 15 cm stand kerb stone shall be lead on 2 cm thick 1:4 cement martor to joint kerbed block with level, and alignment shall be properly mentained as per direction of engineer in charge. (RA attached). (NJN square 1/2000)

and the same in the same of the

4120.00 Rft

@ Rs. 250.00

P.%Rft

Rs.

10300.00

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

1:2:4

831.60 cft

@ Rs. 5941.10

P.% cft

Rs 49406.19

17 RCC work i/c labour and material exept the cost of steel reinforcement and its labour for bending and binding ehich will be paid seperately. This retes i/c all kind of forms moulds lifting shuttering curing rendering and finishing the exposed surface, i/c screening and washing of shingle. (GS P-17 item No.6-a)

5414.40 cft

@ Rs. 114.00

P.cft

Rs 617241.60

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).

338.40 cwt

@ Rs. 2772.55

P.cwt

Rs 938230.92

19 Supplying and Fixing of Plastic Road Studs Double face (Cats Eyes). (HiwaySoR, P. 14, I-11).

800.00 Nos

@ Rs. 257.62

Each

Rs. 206096.00

Total part B

Rs. 1974367.20

Total part A

Rs. 13395910.36

Grand Total A+B

Rs.

15370277.56

CONTRACTOR

ACC Azhar Construction Co. VEXECUTIVE ENGINEER OVSING (P) CONSTT: DIVISION II HDA, HYDERABAD

#### CONDITIONS

Godfan Giffer (va

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

CONTRACTOR

ACC Azhar
Construction Co.

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

11 Mices

### SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

 NAME OF THE ORGANIZATION/DEPTT; **Hyderabad Development Authority** 2. PROVINCIAL/LOCAL GOVT/OTHER: Local Govt: 3. Title of Contract: **Self Financing** 4. Tender No: Three (3) 5. BRIFE DESCRIPTION OF CONTRACT: Construction of 100ft wide road from Jamsoro Road towards Phuleli Canal Zonal Plan-III (Extension) Hyderabad. 6. Forum that approved the Scheme: **Director General HDA** 7. Tender Estimate Value: Rs 17520000/-8. ENGINEER'S ESTIMATE (foR civil works Only): Rs 17520000/-9. Estimated Completion Period (as per contact) Six Months 10. Tender opened on (Date & Time) 5.09.2011 (1 P.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: Nine 14. BID EVALUATION REPORT (Enclose a copy): Enclosed 15. NAME AND ADDRESS OF THE SUCCESFUL BUILDER: M/S Azhar Constt: Co: Zaib Square B/1 Industrial Cooperative Society Qasimabad Hyderabad. 16. CONTRACT AWARD PRICE: Rs 18822834/-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 Azhar Constt: Co (1st) M/S Ask & Co (2<sup>nd</sup>) M/S Jagan Khan (3rd) 18. Method of Procurment Used a) Single Stage-One Envelope Procedure Local b) Single Stage-Two Envelope Procedure

Two Stage-Bidding Procedure

d) Two Stage-Two Envelope Bidding Procedure -19. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Director General HDA vide No: HDA/DTS/HP/DB/3900/11 dated 30.09.2011 20. Whether the Procurment was included in Annual Procurement Plan Yes 21. ADVERTISEMENT i) SPPRA Website Yes SPPRA I.D 5141/11 (If Yes, give date and SPPRA Identification No.) Dated 19.08.2011 ii) **News Papers** Yes INF/KRY/2996/11 (If Yes, give name of newspapers and dates) 22. Nature of Contact Local 23. Whether qualification critaria was included In bidding/Tender Documents? Yes 24. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **Bidding Evaluation Based Upon Lowest Bidding** 25. Whether approval of computent Authority Was Obtained for using a method for Using a method other than open compitative Bidding. N.A 26. Was Bid Security Obtained from all Bidders? Yes 27. Whether the Succesful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) N.A 28. Whether the Succesful bidder technically Complaint. No 29. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? Yes 30. Whether Evaluation report given to bidders Before the award of contract. Yes 31. Any complaints received? No 32. Any Deviation from specifications given In the tender notice/documents? No 33. Was the extension made in response time? No 34. Deviation from qualification area? No 35. Was it assured by procurment Agency that

The selected firm is not black listed?

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

N.A

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

(bank Guarantee etc)?

N.A

Yes

38. Special Conditions, If any

N.A

ENECUTIVE ENGINEER
HorAuthorized Officerion-IL
H.D.A. Hyderaad

### BID EVALUTION REPORT

NIT No: EE/HPCD-II/HDA/1403/11
Dated: 15.08.2011
Date of issue from 1<sup>st</sup> publication
Date of opening 05.09.2011

Name of work:

Construction of 100' wide Road From Jamshoro Road Towards Phuleli Canal at Zonal Plan-III (Extension) Hyderabad.

Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/3217/11

dated: 09.08.11 Rs 17520000/-

#### ESTIMATED COST

Part-A			Part-B		A-
Schedule Item	Rs	10590245/-		Rs Rs	1964067/-
Diff: Cost of Brid		2789186/-	Non-Schedule Diff: Cost of Steel		399500/-
Diff. Cost of Dife	100		Diff: Cost of Cement	Rs	173040/-
			Cartage		242968/-
Total-A R	s 13395	911/-	Total-B	Rs	2789875/- ~

Total A+B Rs 16185786/-

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate COst
1	M/S Azhar Constt: Co: Part-A Diff: Cost of Bitumen Diff: Cost of Bricks Part-B Non-Schedule Total	19.99% above 68% above	· 12707235/- 2789186/- 16480/- 3378195/- 3 10300/- 18918340/-	1° Lowest 299633/:	Bieng Lowest In Competition, hence Accepted	16.29% above
2	M/S Ask & Co: Part-A Diff: Cost of Bitumen Diff: Cost of Bricks Part-B Non-Schedule Total	20.15% above 72% above	12724179/- 12789186/- 16480/- 2378195/- 10300/- 18918340/-	2 <sup>nd</sup> Lowest		16.88% above
3	M/S Jagan Khan Part-A Diff: Cost of Bitumen Diff: Cost of Bricks Part-B Non-Schedule Total	22.80% above 75% above	13004821/-	3 <sup>rd</sup> Lowest		18-98/6 Above

Executive Engineer HPCD-II HDA

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

Director General
Hyderobad Development Authority

Dinas



### OFFICE OF THE EXECUTIVE ENGINEER HOUSING PROJECT CONSTT DIV-II HDA HYDERABAD

No.EE/HPCD-II/HDA/ 15262011

Dated.

/10/2011

M/s Nacem Associates A-9 Block-E Unit# 6 Latifabad Hyderabad

SUBJECT:- Construction of 60' wide Road (Dual Carriage Way) from Lined Channel to 100ft Wide Road Through Fazal Sun City at Zonal plan-VI.

Ref:- Your offer dated 5.09.11

Your offer to execute the above subject work at 19.50% above Rs 23660716/- plus Diff: Cost of Bitumen Rs 7004473/- Total Rs 30665189/- (Rupees Three Crores Six Lacs Sixty Five Thousands One Hundred Eighty Nine Only) being lowest in the competition has been approved by the Director General HDA vide No DTS/HDA/HP/DB/3900/2011 dated 30.9.2011 as received under Project Director Housing Project HDA letter No PD/HP/HDA/1221 dated 1.10.2011.

You are requested to please start the work within seven days from date of issue of this work order under the supervision of Assistant Executive Engineer HPC Sub Division-I HDA and complete the same within Six Months in accordance with the specification.

EXECUTIVE ENGINEER
HOUSING PROJECT CONSTT: DIV-II
HDA HYDERABAD

Copy f.w.cs to:

1. The Director Capacity Building SPPRA Karachi

2. The Project Director, Housing Project, HDA for information

3. The Deputy Director Audit and Accounts Housing Project HDA.

4. Assistant Executive Engineer HPC sub division-I HDA for Information. He is directed to please get the work executed as per specification and ensure that no access expenditure is incurred without the prior permission of the competent Authority and intimate the actual date of start of the work.

EXECUTIVE ENGINEER

HOUSING PROJECT CONSTT: DIV-II

HDA HYDERABAD

#### SCHEDULE-B

NAME OF WORK: CONSTRUCTION OF 60' & 100' WIDE ROADS (DUAL CARRIAGEWAY) FROM LINED CHANNEL TO 100' WIDE ROAD AT ZONAL PLAN-VI (THROUGH AFZAL SUN CITY)

ITEM NO. DESCRIPTION. QTY. RATE. UNIT AMOUNT

 Preparing sub grade including earth excavation or filling to an average depth of 9" dressing to camber and consolidation with power roller.

Rs: 826590.14/-

349170.00Sft @ Rs: 236/73 P% Sft:

 Earth work for road embankment from barrow pits in all type of soils i/c laying in 6" thick layers clod breaking up to 100 ft: lead lift up to 5 ft: in ordinary soil.

Compacting 95 % modified AASHO density.

203400.0 Cft @ Rs: 6606/95 P.%o Cft Rs.1343853.63/-

ii. Compacting 85 % modified AASHO density

1249816.36 Cft @ Rs: 5637/93 P.%o Cft Rs.7046377.15/-

Preparing sub-base by supplying and spreading stone metal 1 ½" to 2" guage of approved quality and required thickness to proper camber and grade i/c hand packing filling voids with more than 6% of suitable quality watering and compacting AASHO specification. (Rate i/c all cost of material T&P and carriage up to site of work). (R.A Attached)

118662.00 Cft @ Rs: 2761/83 P.% Cft Rs.3277260.83/-

4. Preparing base course i/c supplying and spreading stone metal of approved quality properly graded to max: and size of 1 ½ and required thickness to proper camber and grade i/c supplying and spreading 15 Cft: screening and non plastic quarry fines filling depression with stone metal after initial rolling i/c watering and compacting the same so as to achieve 100% density as per modified AASHO specification. (rate i/c all cost of material T&P and carriage up to site of work).

58336.00 Cft @ Rs: 2959/31 P.% Cft Rs.1726364/-

Laying brick on end edging i/c supplying of 9"x4"x3" 1<sup>st</sup>
class burnt bricks excavation for laying edging with small
size parallel to the road. Rates i/c all cost of material T&P
and carriage up to site of work)

23278.00Rft @Rs. 827/05 P% Rft: Rs: 192509.06/-

6. Providing surface dressing (1st coat) on new or existing surface with 30 lbs of bitumen 80/100 penetration and 3.50 Cft: of crushed bajri of 3/8 inch to 3/4inch size i/c cleaning the road surface rolling etc complete. (Rate i/c all cost of material T&P and carriage up to site of work).(RA attached).

186224.00Sft

@ Rs: 387/44

P% Sft:

Rs: 721506.27/-

7. Providing 1 ½" thick (consolidated) premixed carpet in proper comber & grade i/c supplying 5 Cft: bajri and 5.0 Cft: Bill sand of approved quality & gauge and bitumen 80/100 penetration i/c mixing mechanical mixer in required proportion i/c rating the material cleaning the road surface hill sand 2 Cft: for mixing and 2.0 Cft: for dusting. (Rate i/c all cost of material T&P and carriage upto site of work).(RA attached).

186224.00Sft

@ Rs: 1376/30

P% Sft:

Rs: 2563000.91/-

 Earth work for berm from barrow pits in all types of soils i/c laying in 6" thick layers clod breaking dressing etc complete upto 100 ft: lead lift upto 5 ft: (in ordinary soil) (RAA)

121475.00 Cft @ Rs: 5084.00

P.%0 Cft

Rs.617578.90/-

9. Cement concrete Brick or stone ballast, 1 ½" to 2" gauge (GS P-17 Item No.4) 1:4:8

15029.00 Cft @ Rs: 3584/10

P.% Cft

Rs.538654.39/-

10. Pacca Brick work ibn ground floor in (i) cement sand mortar 1:4 (SORG P-22,I-5)

16950.00 Cft @ Rs: 4531/45

P.% Cft

Rs.768080.78/-

11. Cement Plaster 1:4 upto 20'height 3/8" thick.

31075.00Sft

@ Rs: 572/77

P% Sft:

Rs: 177988.28/-

12. Add Difference cost of bitumen.

102.26Ton

@ Rs: 68496.70

P.Ton G.Total: Rs: 7004472.54/-Rs.26804236.39

CONTRACTOR

EXECUTIVE ENGINEER
HOUSING (P) CONSTT: DIV-II

1100

H.D.A HYDERABD

#### CONDITIONS

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

CONTRACTOR

EXECUTIVE ENGINEER

11. lu 2

HOUSING (P) CONSTT: DIVISION II HDA, HYDERABAD

## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

1. NAME OF THE ORGANIZATION/DEPTT: Hyderabad Development Authority

2. PROVINCIAL/LOCAL GOVT/OTHER: Local Govt:

Self Financing

3. Title of Contract: Self Financing
Two (2)

4. Tender No:

5. BRIFE DESCRIPTION OF CONTRACT:

Construction of 60ft wide Road from (dual

carriage way) from Lined channel to 100ft wide Road through Fazal Sun City at Zonal

Plan-IV.

6. Forum that approved the Scheme: Director General HDA

7. Tender Estimate Value: Rs 29518300/-

8. ENGINEER'S ESTIMATE
(for civil works Only): Rs 29518300/-

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

10. Tender opened on (Date & Time) 5.09.2011 (1 P.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: Nine

14. BID EVALUATION REPORT

(Enclose a copy): Enclosed

15. NAME AND ADDRESS OF THE SUCCESFUL BUILDER: M/S Naeem Associates

A-9 Block-E Unit # 6 Latifabad Hyd.

16. CONTRACT AWARD PRICE: Rs 30665189/-

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 Naeem Associates (1<sup>st</sup>)

M/S Shahjahan & Bros (2<sup>nd</sup>)
M/S Shabir Jamali (3<sup>rd</sup>)

18. Method of Procurment Used

a) Single Stage-One Envelope Procedure Local

b) Single Stage-Two Envelope Procedure

c) Two Stage-Bidding Procedure

d) Two Stage-Two Envelope Bidding Procedure -19. APPROVING AUTHORITY FOR AWARD OF CONTRACT: Director General HDA vide No: HDA/DTS/HP/DB/3900/11 dated 30.09.2011 20. Whether the Procurment was included in Annual Procurement Plan Yes 21. ADVERTISEMENT orrka website Yes SPPRA I.D 5141/11 (If Yes, give date and SPPRA Identification No.) Dated 19.08.2011 ii) **News Papers** Yes INF/KRY/2996/11 (If Yes, give name of newspapers and dates) 22. Nature of Contact 23. Whether qualification critaria was included In bidding/Tender Documents? Yes 24. Whether Bid Evaluation Criteria was Included in bidding/Tender Documents? **Bidding Evaluation Based Upon Lowest** Bidding 25. Whether approval of computent Authority Was Obtained for using a method for Using a method other than open compitative Bidding. N.A 26. Was Bid Security Obtained from all Bidders? Yes 27. Whether the Succesful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) N.A 28. Whether the Succesful bidder technically Complaint. No 29. Whether the Names of Bidder and their quoted prices were read out at the time of opening bids? Yes 30. Whether Evaluation report given to bidders Before the award of contract. Yes 31. Any complaints received? No 32. Any Deviation from specifications given In the tender notice/documents? No 33. Was the extension made in response time? No 34. Deviation from qualification area? No 35. Was it assured by procurment Agency that

The selected firm is not black listed?

Yes

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

N.A

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

N.A

38. Special Conditions, If any

N.A

Authorized Officer Housing Project Const: Division-II

## BID EVALUTION REPORT

NIT No: EE/HPCD-II/HDA/1403/11 15.08.2011 Dated: Date of issue from 1st publication 05.09.2011 Date of opening

Name of work:

Construction of 60' wide Road (Dual Carriage Way) From Lined Channel to 100ft Wide Road Through Fazal Sun City at Zonal plan-VI...

Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/3223/11

dated: 10.08.11 Rs 29518300/-

ESTIMATED COST

19799762/-Rs Schedule Item 7004473/-Diff: Cost of Bitumen Rs

Total Rs 26804235/-

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate COst
1	M/S Naeem Associate Diff: Cost of Bitumen	19.50% above	23660716/- 7004473/- 30665189/-	1º Lowest	Bieng Lowest In Competition, hence Accepted	14.40% above
2	M/S Shahjahan & Bros Diff: Cost of Bitumen	19.70% above	23700315/- 7004473/- 30704788/-	2 <sup>nd</sup> Lowest		14.55% above
3	M/S Shabir Ahmed Diff: Cost of Bitumen Total	20.25% above	23809214/- 7004473/- 30813687/-	3 <sup>rd</sup> Lowest		14,93% above

Executive Engineer HPCD-II HDA

Deputy Director Audit & Account Housing Project HDA Project Director

Housing Project HDA

Hyderabad Development Authority