


# BID EVALUATION 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**
5. 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 Azhar Constt: Part-A 19.99% above Part-B 68% above M/S Total	Rs 12707235/- 3299633/- 18922834/-	1 <sup>st</sup> Lowest	16.29% above	Being 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  
Hyderabad Development Authority


# BID EVALUATION 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**
5. Tender Published: **SPPRA I.D No 5141/11 dated 19.8.11 & INF/KRY/2996/11**
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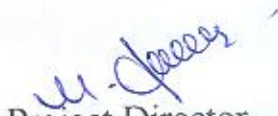
11. Financial Bid Opening date: **5.9.2011**

## **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>st</sup> Lowest	19.75% above ✓	Being Lowest in Competition, hence Accepted	
2	M/S Adeel & 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


  
Director General  
Hyderabad Development Authority,

# BID EVALUATION REPORT

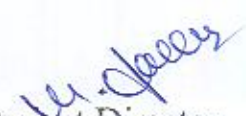
1. Name of Procuring Agency: **Hyderabad Development Authority**
2. Tender Reference No: **EE/HPCD-II/HDA/1403/2011 dated 15.8.2011**
3. Tender Description/Name of work/item: **Construction of 60ft wide road(Dual Carriage Way) from lined channel to 100ft wide road through fazal Sun City at zonal plan-VI.**
4. Method of Procurement: **Local**
5. Tender Published: **SPPRA LD 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 Naeem Associate 19.50% above	Rs 30665189/	1 <sup>st</sup> Lowest	14.40% above	Being 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/	3 <sup>rd</sup> Lowest	14.95% above		

  
Executive Engineer  
HPCD-II HDA

  
Deputy Director  
Audit & Account  
Housing Project HDA

  
Project Director  
Housing Project HDA

  
Director General  
Hyderabad Development Authority

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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 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  
H.D.A. Hyderabad

  
(M/S Azhar Constt.)

## 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]** represents 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 times 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  
HOUSING PROJECT CONSTT: DIVISION-3  
H. D. A. HYDERABAD

[M/S Raheel Construction]

(2)

## 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 Naeem 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.

  
EXECUTIVE ENGINEER  
Nouveau Project Control Division-II  
MHA Hyderabad

  
(M/S Naeem Associates)

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

NO:PD/HP/HDA/Estt:/ 1313 /2011,  
Hyderabad dated: 17-10-2011

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**

REFERENCE: 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 HDA  
HYDERABAD SINDH

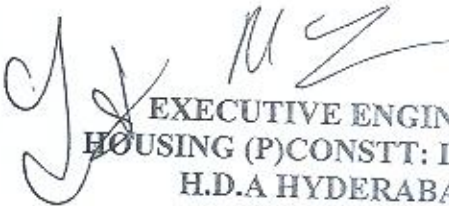
OFFICE OF THE EXECUTIVE ENGINEER HOUSING (P) CONSTT: DIVN-II H.D.A HYD

EE/HPCD-II/ 1557 /2011  
Hyderabad ,Dated: 17/10/2011

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.

  
EXECUTIVE ENGINEER  
HOUSING (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/ 1557 /2011  
Hyderabad ,Dated: 17/10/2011

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.

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

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Receipt No. 410431 dated \_\_\_\_\_ from Government Treasury or Sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. 350,000/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should \_\_\_\_\_ not deposit

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

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

*B-T Agreement - Sanctioned by No. 1,88,22,834/ Crps. One Crore Eighty Eight Lacs Twenty Two thousand Eight Hundred Thirty four only*

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_\_\_  
(Witness's Name, Address, Occupation)

Signature of witness to contractor's signature.

The above tender is hereby accepted by me on behalf of the Government of West Pakistan. Executive Engineer Housing Project H.D.A. Hyderabad  
Division (or his duly authorized Assistant).

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

Conditions of Contracts

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

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

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

CONTRACTOR

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

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

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Store supplied by Government.

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

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

M. K. N.  
EXECUTIVE ENGINEER  
Housing Project Const. Division II  
H.D.A. Hyderabad

CONTRACTOR

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

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CONTRACTOR

*M. K. V.*  
EXECUTIVE ENGINEER  
Housing Project Const. Division, II  
H.D.A. Hyderabad

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

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

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

CONTRACTOR

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W dated 14-9-1950 and subsequent orders issued in this connection.

Divisional Accountant.

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

Contractor:

Executive Engineer,

Executive Engineer,  
Division.

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

## SCHEDULE B.

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

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

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

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

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

(Signature of Contractor)

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

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



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

NO:PD/HP/HDA/Estt:/1317 /2011,  
Hyderabad dated: 17-10-2011

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.

**REFERENCE:** 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.

01/11  
PROJECT DIRECTOR  
HOUSING PROJECT HDA  
HYDERABAD SINDH

*1821*  
*8-10-2011*  
*Estt*

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

NO.EE/HPCD-II/HDA/ *1543* /2011  
Hyderabad. Dated: *7/10* /2011

To,

*my*

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 Naem Associates is submitted herewith for necessary action.

*M. K.*

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

NIT No. EE/HACO/W/110A/1403/2011  
 Hyd; dated. 25-8-2011  
 Date of issue from 1st publication.  
 Date of opening 5-7-2011.

G.O. W.P.D. Nos. 7938 of 6-4-35,  
 843 of 6-1-36-1659 W of 27-9-37,  
 G.O.M.S. and I.M. Dept. No. 385-2/37  
 of 9-11-38 (M.D.), No. 9-173. 2-W of  
 18-12-37 G.O. Ra. (P.W.D.) No. 1038-1 of  
 22-2-39 12-10-44 and 2-5-44, 634-W of  
 22-2-39 12-10-44 and 2-5-44, 65-W  
 1953/41-2 of 28-5-49, 5647-W2 of 12-12-50

FORM B1  
 PUBLIC WORKS DEPARTMENT

CIRCLE

HACO - DIVISION - 11

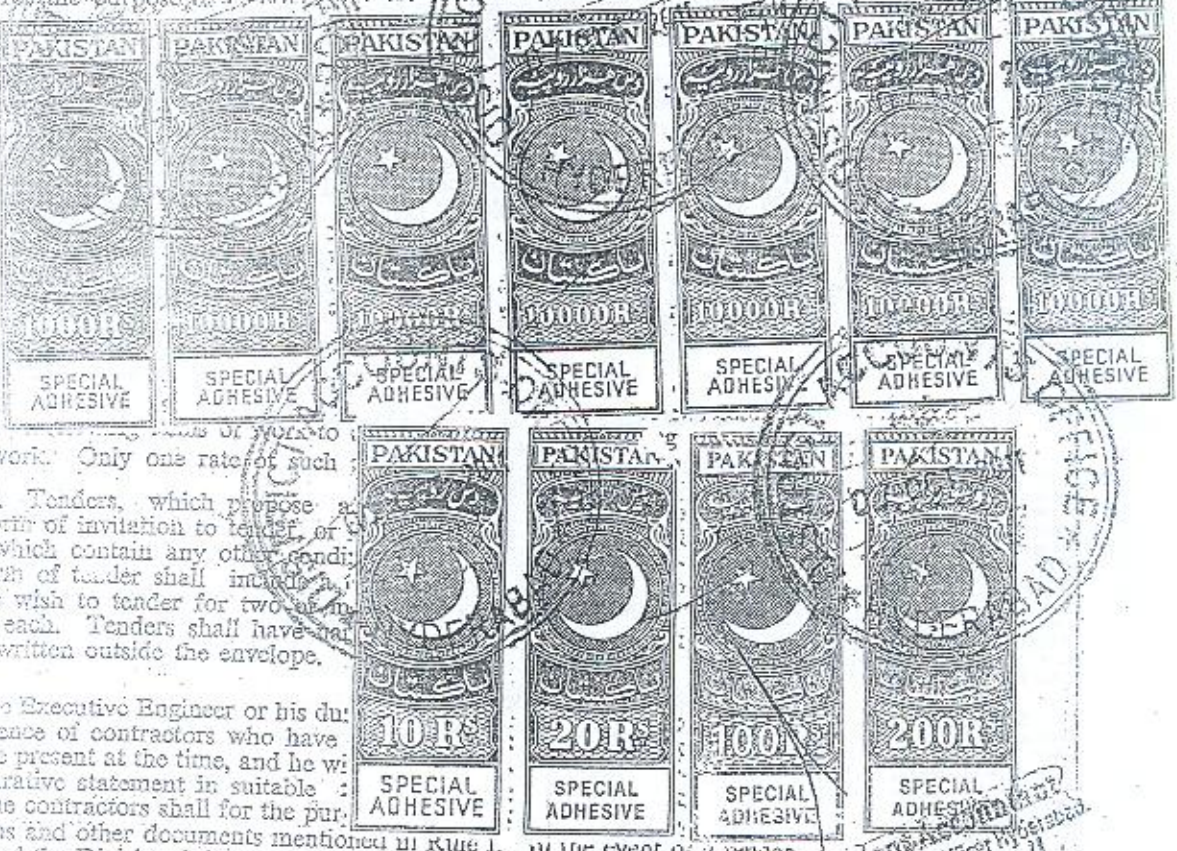
Percentage Rate Tender and Contract  
 for works

Tender issued to M/s Naam Associates  
 Contain Rules and Directions for the Guidance of Contractors. 579/2011

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer, and the percentage of any fee to be deducted from bills. It will also state whether the tenderer is to pay royalties, octroi, taxes and other duties. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents, required in connection with the work shall be signed by the Executive Engineer for the purpose of identification by contractor.

2. 1. A separate envelope shall be submitted by the contractor to the Executive Engineer, containing the tender and the earnest money deposit. The envelope shall be sealed and the name of the contractor shall be written on the outside of the envelope. The envelope shall be opened in the presence of the contractor and the Executive Engineer. The contractor shall be allowed to be present at the time of opening the tender. The contractor shall be allowed to be present at the time of opening the tender. The contractor shall be allowed to be present at the time of opening the tender.



3. The contractor shall submit a separate envelope containing the tender and the earnest money deposit. The envelope shall be sealed and the name of the contractor shall be written on the outside of the envelope. The envelope shall be opened in the presence of the contractor and the Executive Engineer. The contractor shall be allowed to be present at the time of opening the tender. The contractor shall be allowed to be present at the time of opening the tender. The contractor shall be allowed to be present at the time of opening the tender.

4. The Executive Engineer or his deputy shall be present at the time of opening the tender. The contractor shall be allowed to be present at the time of opening the tender. The contractor shall be allowed to be present at the time of opening the tender. The contractor shall be allowed to be present at the time of opening the tender. The contractor shall be allowed to be present at the time of opening the tender.

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

Assistant Accounts Officer  
 District Accounts Officer Hyderabad  
 7/10/11

G.O. W.P.D. No. 1038-1 of 22-2-39

CA. 469374

Receipt No. \_\_\_\_\_ dated 5/9/2011 from Government Treasury or Sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. 600,000/- which is to be absolutely forfeited to Government should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause I(A) of the said conditions, otherwise the said sum of Rs. \_\_\_\_\_ shall be retained by Government on account of such security deposit as aforesaid or [(b) the full value of which shall be retained by Government on account of the security deposit specified in clause I. (B) of the conditions].

\*Amount to be specified in words and figures.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_

Agreement sanctioned for Rs. 3,06,65,189/- (Rupees Three Lakhs Sixty Five Thousand One Hundred Eighty Nine)

\*\*Signature of contractor before sub-mission of tender.

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

The above tender is hereby accepted by me on behalf of the Government of West Pakistan. Executive Engineer, \_\_\_\_\_ Division (or his duly authorised Assistant).

Signature of the officer by whom accepted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 198\_\_

Conditions of Contracts

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

Security deposit.

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

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

Compensation for delay

EXECUTIVE ENGINEER  
Rajmangal District Council, Rajmangal  
K.M.L. (Signature)

Contractor valid and... shall be... filled in... to any... Pakistan... work...

all... as of

(d) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and that 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 by him in all respects in the same manner and at the same rates as if it had been done out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

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

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

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

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

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

Contractor remains liable to any compensation in action not taken under clauses 3 and 4.

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

CONTRACTOR

EXECUTIVE ENGINEER  
Mossing Project Const. Division  
P.S.A. Hyderabad



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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

L. (N) 6/191-3

CONTRACTOR

EXECUTIVE ENGINEER  
Working Project Const. Division-II  
G. A. Hyderabad

upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the 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 be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Description of work

CONTRACTOR

EXECUTIVE ENGINEER  
Housing Project Const. Circle  
1974



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

Certificate for concessionary freight charges from the Railway.

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

Preference for acceptance of tenders when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government B.W.D. circular Memo No. 1015 W, dated 14-9-1957 and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P.W.D. Circular Memorandum No. 1005-1 dated 21-2-1950 wherein the responsibility of getting the tender checked efficiently is placed on me.

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

Contractor.

CONTRACTOR

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

NO:PD/HP/HDA/Estt:/ 1315 /2011,  
Hyderabad dated: 17-10-2011

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 HDA  
HYDERABAD SINDH

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

EE/HPCD-III/ 1559 /2011

Hyderabad ,Dated: 17/10 /2011

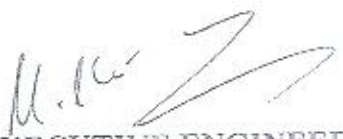
To,

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-II  
H.D.A HYDERABAD

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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 31-37 (P.W.D.) No. S-173. 2-W of 18-12-37 G. Ra. (P.W.D) No. 1038-1 of 22-2-39 12-10-44 and 2-3-44, 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

NTT - No. FET/1100-11/DA/14035000  
M.C. FORM No. 1578/2011

PUBLIC WORKS DEPARTMENT  
Date of issue 1/9/2011  
Date of opening 5-9-2011  
Percentage Rate Tender and Contract for works

Under issue to M/s. Nabeel Contracting Co.  
General Rules and Directions for the Guidance of Contractors  
D.O. No. 157 dt- 5/9/2011

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

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

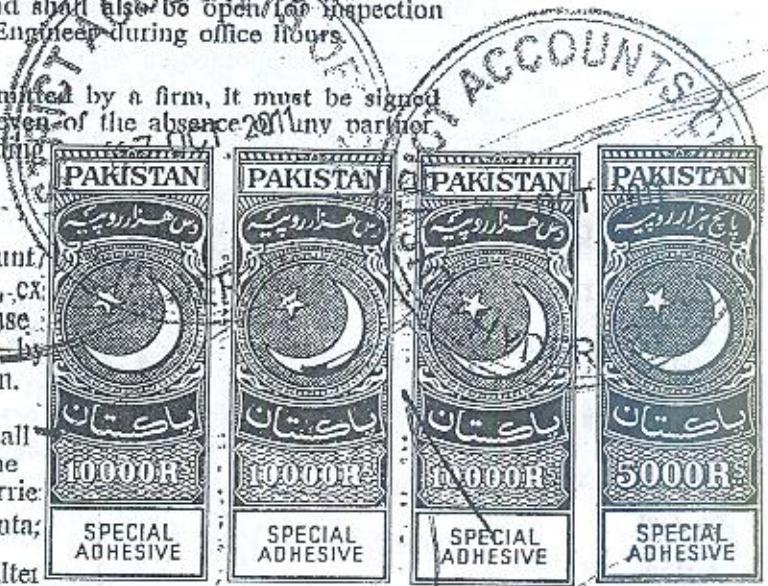
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner it shall be signed on his behalf by a person holding authority to do so.

3. Receipts for payments made on account of a firm, shall also be signed by all the partners, as described in their tender as a firm, in which case the name of the firm by one of the partners, or by a person holding authority to give effectual receipts for the firm.

4. Any person who submits a tender shall state at what percentage above or below the memorandum showing items of work to be carried out the work. Only one rate of such percentage shall be framed. Tenders, which propose any alteration in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the envelope.

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

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



Assistant Accounts Officer

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EXECUTIVE ENGINEER  
PUBLIC WORKS DEPARTMENT  
Lahore

Receipt No. 4282024 dated 5.9.2011 from Government Treasury or Sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. 35000/- is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should \_\_\_\_\_ not deposit

\*Amount to be specified in words and figures.

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

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

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

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

\*\*Signature of contractor before sub-mission of tender.

(Witness)††  
(Address)  
(Occupation)

S on channel for Rs. 17474663/- (Keep as one crore, seven lakh seven thousand six hundred sixty three rupees only)  
Said M.

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

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

Executive Engineer DIRECTOR Housing Project  
Division (or his duly authorized Assistant)

Signature of the officer by whom accepted, witness

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

Conditions of Contracts

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

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

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

Compensation for delay

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[Handwritten signature and stamp]

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

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

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

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

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

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

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

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

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

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*[Handwritten signature]*

*[Handwritten text]*

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government.

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

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

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

M. K. ✓

COMPTROLLER

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

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of Superintending Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

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

Definition of work

*M. K. ...*  
*CL*

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tender when tender rates are same.

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

Recovery of dues from contractor as arrears Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:—

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

Clause 52.—“If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for 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 the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred”.

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

Divisional Accountant.

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

Executive Engineer,  
Executive Engineer,  
Division.

*Mr. Khan*

*الشيخ*

COPY



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

No.EE/HPCD-II/HDA/ 1527/2011

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 INWARD DIARY  
No. \_\_\_\_\_  
Dated \_\_\_\_\_  
Sindh Public Works Dept  
Regulatory Authority Govt. of Sindh  
Mer

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

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

Dated. 1 /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 ABDULLAH GARDEN ALONG FASADI WAH UPTO SEWERAGE DISPLSAL AT AMMAR CITY ZP-III.**

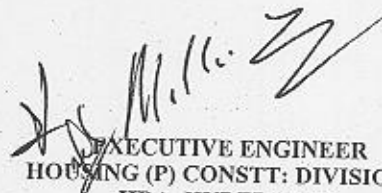
<u>Item No</u>	<u>Description.</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
1	Excavation for pipelines and pits in soft soil i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain (30.50 m) (PHES. P-46 item No.1).				
	0~5'	75278.86 cft	@ Rs. 1742.40	P.%o cft	Rs. 131166
2	Excavation for pipelines in trenches and pits in wet soil clay or mud i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto ong chain ( 30.50 m) (PHES P-48 item No.14 ).				
	0~5'	60223.09 cft	@ Rs. 2613.60	P.%o cft	Rs 157399
3	Excavation for pipelines in trenches and pits in slushy daldaly soils i/c trimming and dressing sides to true alignment and shape levelling of beds of trenches to correct level and grade, cutting joints holes and disposal of surplus earth within one chain as directed by Engineer in charge, providing fence guards lights flags and temporary crossings for non vehicular traffic wherever required, lift upto 5 ft. (1.52 m) and lead upto one chain ( 30.50 m) (PHES P-49 item No.15 ).				
	0~5'	15055.76 cft	@ Rs. 5082.00	P.%o cft	Rs 76513
	5~8'	90334.63 cft	@ Rs. 5346.00	P.%o cft	Rs 482929
	8~11'	85978.08 cft	@ Rs. 5610.00	P.%o cft	Rs 482337
4	Bailing or pumping out sub soil water during excavation concreting cost of situ concrete masonry work in foundation. II) For pipe line trench volum under water to be measured first time for excavation, second time for cost in situ concrete (bedding for pipe line) and third time for pipe laying. (PHES P-52 item No. 18)				
		382736.94 cft	@ Rs. 139.60	P.% cft	Rs 534301

- 5 Providing, fixing of steel box shuttering of approved design for depth upto 10 feet height. (RAA).
- 4700.00 Rft @ Rs. 124.80 P.Rft Rs 586560.00
- 6 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
- 7 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
- 8 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
- 9 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. (R.A.Attached).
- |        |   |                           |       |     |         |
|--------|---|---------------------------|-------|-----|---------|
| 18"dia | 1 | 1800.00 Rft @ Rs. 656.61  | P.Rft | Rs. | 1181898 |
| 24"dia | 1 | 1900.00 Rft @ Rs. 859.63  | P.Rft | Rs. | 1633297 |
| 30"dia | 1 | 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 except the cost of steel reinforcement and its labour for bending and binding which 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 P. cft Rs 1597455
- 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).



	500.45 cwt @ Rs. 2772.55	P. cwt	Rs	1387523
13	Providing and fixing C.I Manhole Cover with frame I/c cost of material etc.(PHES P-23 item No.1)			
	13110.00 kg @ Rs. 38.48	P.kg	Rs	504473
14	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	46068
15	Dismantling dry stone masonry. (SoR P-10 item No.1)			
	180.00 cft @ Rs. 123.40	P. cft	Rs	222
16	Dismantling stone pitching cement or lime grouted. (SoR P-10 item No.6)			
	225.00 cft @ Rs. 580.80	P. cft	Rs	1307
17	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	839
18	Dismantling cement concrete plain 1:4:8. (SoR P-11 item No.19).			
	90.00 cft @ Rs. 798.60	P. cft	Rs	719
16	Refilling the excavated stuff in trenches 6" thick layers I/c watering ramming to full compaction etc. complete. (PHE P-53 item No.24).			
	294183.37 cft @ Rs. 1343.00	P.%o cft	Rs	395088
		<b>Total</b>	<b>Rs.</b>	<b>13386572</b>

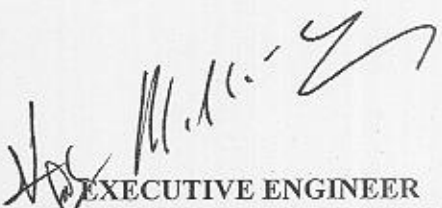
الکونٹریکٹور  
CONTRACTOR

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

## CONDITIONS

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

  
CONTRACTOR

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

# 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)**
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 SUCCESSFUL 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 SUCCESSFUL BUILDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID) **M/S Raheel Constt: Co (1<sup>st</sup>)**  
**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 **-**

- 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 Procurement 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 criteria 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 competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**
26. Was Bid Security Obtained from all Bidders? **Yes**
27. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**
28. Whether the Successful 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 suppliers permises in  
connection with procurment? If so details to be ascertained regarding 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**

  
EXECUTIVE ENGINEER  
Housing **Authorized Office**  
H.D.A. Hyderaad

# BID EVALUATION 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.

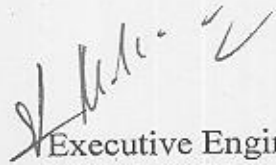
Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/3216/11 dated: 09.08.11 Rs 17803000/-


## ESTIMATED COST

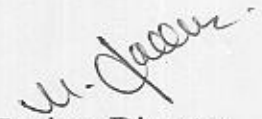
Schedule Item Rs 12578737/- ✓  
Non Schedule Item Rs 807836/- ✓  
Diff: Cost of Steel Rs 587500/- ✓  
Diff: Cost of Cement Rs 337155/- ✓  
Cartage Rs 281374/- ✓

Total Rs 14592602/- ✓

S.N	NAME OF AGENCY	RATE QUOTED	AMOUNT In Rs	Ranking In Cost	Reasons For Acceptance/Rejection	Comparison with Estimate Cost
1	M/S Raheel Constt.	32.50% above ✓	17474663/-	1 <sup>st</sup> Lowest	Being Lowest In Competition, hence Accepted	19.75% above ✓
2	M/S Adeel & Tanzeel	32.65% above ✓	17493531/-	2 <sup>nd</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  
Hyderabad Development Authority

2

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

No.EE/HPCD-II/HDA/ 1524/2011

Dated. 1 /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

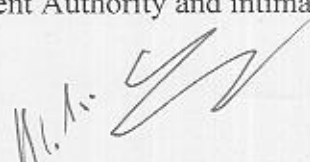
Your offer to execute the above subject work Part-A at 19.99% above Rs 12707235/- Part-B 68% above on schedule item at Rs 3299633/- plus Diff: Cost of Bitumen Rs 2789186/- plus diff: cost of Bricks Rs 16480/- **Total Rs 18822834/-** (Rupees One Crore Eighty Eight Lacs Twenty Two Thousands Eight Hundred 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.**

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### PART A

<u>Item No</u>	<u>Description.</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
1	Preparing sub grade including earth excavation or filling to an average depth of 9" dressing to camber and consolidation with power roller. (S.O.R P-2, I-6).	120000.00 sft	@ Rs. 236.73	P.% sft	Rs 284076.00
2	Earth work for road embankment from borrow pits in all type of soils l/c laying in 6" thick layers clod breaking up to 100 ft: lead lift up to 5 ft: in ordinary soil. (R.A.A).				
	i. Compacting 95% modified AASHO density.	40000.00 cft	@ Rs. 6606.95	P.%ocft	Rs 264278.00
	ii. Compacting 85% modified AASHO density.	1026696.70 cft	@ Rs. 5637.93	P.%öcft	Rs 5788444.13
3	S/ spreading at site of work pit / canal sand in dressing depth l/c watering ramming and consolidation with power road roller ( this rate l/c all cost of material T& P and carriage upto site of work). (R.A.A).	80000.00 cft	@ Rs. 478.00	P.%cft	Rs. 382400.00
4	Stone pitching hand packed with surface levelled off to the correct section with hammer dressed stone and voids filled in 1:8 cement mortar in floors of bridges and along bunds and in aprons etc. including three chains lead. (GS P-37 Item	8925.00 cft	@ Rs. 2916.55	P.% cft	Rs 260302.09
5	Preparing sub base course by supplying & spreading stone metal 1 1/2" to 2" guage of approved quality and required thickness to proper camber and grade including hand packing filling voids with more than 6% of suitable quality watering and compacting AASHO specification (rate including all cost of material T&P and carriage up to site of work). (RA attached).	49687.20 cft	@ Rs. 2761.83	P.% cft	Rs 1372276.00
6	Preparing base course by supplying & spreading stone metal of approved quality properly grade to maximum size of 1 1/2" in required thickness to proper, camber & grade, including supply & spreading 15 cft: screening & non-plastic quarry fines filling depressing with stone metal after initial rolling including watering & compacting the same so as to achieve 100% density as per modified AASHO specification (rate includes all cost of material T&P and carriage upto site of work).	24472.80 cft	@ Rs. 2959.31	P.% cft	Rs 724226.02



- 7 Laying brick on end edging including supply of 9"x4-1/2"x3" first class burnt bricks, excavation for laying brick edging with small side parallel to the road. Rate includes all cost of materials, T&P and carriage upto site of work. (RA attached).

4120.00 Rft @ Rs. 827.00 P.%Rft Rs 34072.40

- 8 Providing surface dressing (1st coat) on new of existing surface with 30 lbs of bitumen of 80/100 penetration and 3.5 cft of crushed bajri of 3/8 ince to 3/4 inch size including cleaning the road surface rolling etc complete. (Rate includes all cost of material T & P and carriage upto site of work).(RA attached).

74160.00 sft @ Rs. 387.30 P.% sft Rs 287221.68

- 9 Providing 1-1/2" thick (consolidated) premixed carpet proper camber and grading including supplying 15 cft bajri and 5.0 Cft hill sand of approved quality and 93 lbs bitumen 80/100 penetration including mixing in mechanical mixer in required proportion i/c heating the materials cleaning the road surface hill sand 2.0 cft for mixing and 2.0 cft for dusting. ( Rate includes all cost of materials T&P and

74160.00 sft @ Rs. 1375.52 P.%sft Rs 1020085.63

- 10 Earth work for berm from barrow pits in all types of soils l/c laying in 6" thick layers clod breaking ramming dressing etc complete upto 100ft: lead, lift upto 5 ft: ( in ordinary soil) ( R.A.attached).

~~xi. Compacting 95% modified AASHO density.~~

34000.00 cft @ Rs. 5084.20 P.%ocft Rs 172862.80

- 11 Add Difference of cost of bitumen.

40.72 ton @ Rs. 68496.70 P.ton Rs. 2789185.62

- 12 Add Difference of cost of bricks.

16480.00 Nos @ Rs. 1000.00 P.‰ Rs. 16480.00

**Total part A Rs. 13395910.36**

**Part "B" Constt: of RCC Culvert.**

<u>Item No</u>	<u>Description.</u>	<u>Quantity</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
13	Excavation in foundation of Building, Bridges and other structures including dagbelling dressing, refilling around structure with excavated earth Watering and ramming lead upto 5 feet. (SORG, P-4, I-18).	12510.0 cft	@ Rs. 1306.80	P.% Cft	Rs 16348.07
14	Cement concrete plain i/c placing compacting finishing and curring complete i/c screening and washing of stone aggregate without shuttering. (GS P-17 Item No.5). <u>1:4:8</u>	3165.60 cft	@ Rs. 4319.70	P.% cft	Rs 136744.42

- 15 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 mator to joint kerbed block with level, and alignment shall be properly mentained as per direction of engineer in charge. (RA attached). ( *N/A schedule items* )

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 exopt the cost of steel reinforcement and its labour for bending and binding which 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

- 18 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

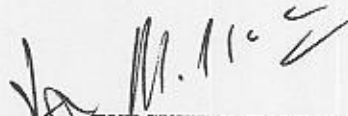
Total part A Rs. 13395910.36

Grand Total A+B Rs. 15370277.56



CONTRACTOR

  
Azhar  
Construction Co.

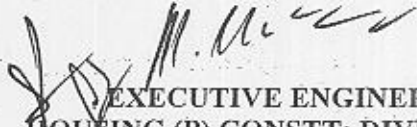
  
EXECUTIVE ENGINEER  
HOUSING (P) CONSTT: DIVISION II  
HDA, HYDERABAD

## CONDITIONS

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

  
CONTRACTOR

 **Azhar**  
Construction Co.

  
EXECUTIVE ENGINEER  
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:**
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 Co-  
operative Society Qasimabad Hyderabad.  
Rs 18822834/-**
16. CONTRACT AWARD PRICE:
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 (1<sup>st</sup>)  
M/S Ask & Co (2<sup>nd</sup>)  
M/S Jagan Khan (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 Procurement 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 criteria 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 competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**
26. Was Bid Security Obtained from all Bidders? **Yes**
27. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**
28. Whether the Successful 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 procurement Agency that

- The selected firm is not black listed? **Yes**
36. Was visit made by any officer/official of procurment agency to the suppliers permises in connection with procurment? If so details to be ascertained regaring financing of visit, if aborad. **N.A**
37. Were proper safegaurds provided on mobilation advance payment in the contract, (bank Guarantee etc)? **N.A**
38. Special Conditions, If any **N.A**

  
EXECUTIVE ENGINEER  
Authorized Officer  
H.D.A. Hyderaad

# BID EVALUATION REPORT

NIT No: EE/HPCD-II/HDA/I403/11  
 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.

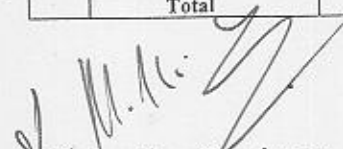
Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/3217/11  
 dated: 09.08.11 Rs 17520000/-


### ESTIMATED COST

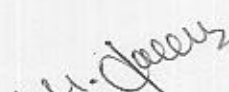
Part-A		Part-B	
Schedule Item	Rs 10590245/- ✓	Schedule Item	Rs 1964067/- ✓
Diff: Cost of Bitumen	Rs 2789186/- ✓	Non-Schedule	Rs 10300/- ✓
Diff: Cost of Bricks	Rs 16480/- ✓	Diff: Cost of Steel	Rs 399500/- ✓
		Diff: Cost of Cement	Rs 173040/- ✓
		Cartage	Rs 242968/- ✓
<b>Total-A</b>	<b>Rs 13395911/- ✓</b>	<b>Total-B</b>	<b>Rs 2789875/- ✓</b>

**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/- 10300/- <b>18918340/-</b>	1 <sup>st</sup> Lowest   <b>3299633/-</b>  <b>18822834/-</b>	Being 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/- ✓ 2789186/- ✓ 16480/- ✓ 3378195/- ✓ 10300/- ✓ <b>18918340/- ✓</b>	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/- ✓ 2789186/- ✓ 16480/- ✓ 3437117/- ✓ 10300/- ✓ <b>19251724/-</b>	3 <sup>rd</sup> Lowest   <b>1957904/-</b>		18.94% above <b>18.98% Above</b>

  
 Executive Engineer  
 HPCD-II HDA

  
 Deputy Director  
 Audit & Account  
 Housing Project HDA

  
 Project Director  
 Housing Project HDA

  
 Director General  
 Hyderabad Development Authority

3

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

No.EE/HPCD-II/HDA/ 1526/2011

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

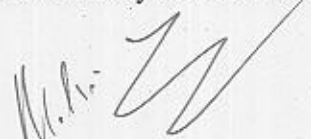
Your offer to execute the above subject work at 19.50% above Rs 23660716/- plus Diff: Cost of Bitumen Rs 7004473/- **Total Rs 30665189/-** (Rupees Three Crores Six Lacs Sixty Five Thousands One Hundred Eighty Nine Only) being lowest in the competition has been approved by the Director General HDA vide 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
1.	Preparing sub grade including earth excavation or filling to an average depth of 9" dressing to camber and consolidation with power roller.				
		349170.00Sft	@ Rs: 236/73	P% Sft:	Rs: 826590.14/-
2.	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.				
	i. 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/-
3.	Preparing sub-base by supplying and spreading stone metal 1 1/2" 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 1/2 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/-
5.	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 (1<sup>st</sup> 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 1/2" 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/-

8. 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 1/2" 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/-

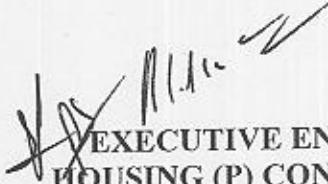
11. Cement Plaster 1:4 upto 20'height 3/8" thick.

31075.00Sft @ Rs: 572/77 P% Sft: Rs: 177988.28/-

12. Add Difference cost of bitumen.

102.26Ton @ Rs: 68496.70 P.Ton Rs: 7004472.54/-  
G.Total: Rs.26804236.39

  
CONTRACTOR

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

## CONDITIONS

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

  
CONTRACTOR ✓

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

# 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: **Two (2)**
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 contract) **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 SUCCESSFUL BUILDER: **M/S Naeem Associates  
A-9 Block-E Unit # 6 Latifabad Hyd.**
16. CONTRACT AWARD PRICE: **Rs 30665189/-**
17. RANKING OF SUCCESSFUL BUILDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation BID) **M/S 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 Procurement was included in Annual Procurement Plan **Yes**
21. ADVERTISEMENT
- i) SPPRA WEBSITE **Yes** **SPPRA I.D 5141/11 Dated 19.08.2011**  
(If Yes, give date and SPPRA Identification No.)
- ii) News Papers **Yes** **INF/KRY/2996/11**  
(If Yes, give name of newspapers and dates)
22. Nature of Contact **Local**
23. Whether qualification criteria 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 competent Authority Was Obtained for using a method for Using a method other than open competitive Bidding. **N.A**
26. Was Bid Security Obtained from all Bidders? **Yes**
27. Whether the Successful bid was lowest Evaluated bid/Best Evaluated Bid? (In Case Of Consultancies) **N.A**
28. Whether the Successful 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 procurement Agency that

- The selected firm is not black listed? **Yes**
36. Was visit made by any officer/official of procurment agency to the suppliers permises in connection with procurment? If so details to be ascertained regaring financing of visit, if aborad. **N.A**
37. Were proper safegaurds provided on mobilation advance payment in the contract, (bank Guarantee etc)? **N.A**
38. Special Conditions, If any **N.A**

  
EXECUTIVE ENGINEER  
**Authorized Officer**  
Housing Project Const. Division-II  
H.D.A. Hyderaad

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

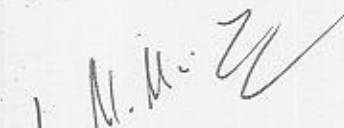
Estimate: Sanctioned by D.G ,HDA vide No HDA/DTS/HP/DB/3223/11  
dated: 10.08.11 Rs 29518300/-


## ESTIMATED COST


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


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 Total	19.50% above	23660716/- 7004473/- 30665189/-	1 <sup>st</sup> Lowest	Being Lowest In Competition, hence Accepted	14.40% above
2	M/S Shahjahan & Bros Diff: Cost of Bitumen Total	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		14.95% above

  
Executive Engineer  
HPCD-II HDA

  
Deputy Director  
Audit & Account  
Housing Project HDA

  
Project Director  
Housing Project HDA

  
Director General  
Hyderabad Development Authority