

To

M/S. Pritamdas,
Government Contractors,
Suite # 63, 2nd Floor Glass Tower,
Near Teentalwar Clifton, Karachi.

SUBJECT: CONSTRUCTION OF 2 NO. PRESTRESSED BRIDGES (120 RFT BRIDGE OVER GHANI CANAL & 60 RFT BRIDGE OVER SORHADI SHAKH) ALONG GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0.

Reference: This office N.I.T No. TC/G-55/ 241 dated 22.02.2012.

The rate quoted by you for the captioned work, approved by Project Director/ Deputy Commissioner, Badin and the Superintending Engineer, Works and Services Badin vide his letter No. SE/W&S/ESTT:/BDN/ 1017 dated 24.03.2012, being lowest, as mentioned below:-

Part-A 120 Rft Bridge

Rate Rs: 140500/- PRFT (Rupees One Lac Forty Thousand Five Hundred only Per Running Foot) amounting to Rs: 16860000/-

Part-B 60 Rft Bridge

Rate Rs: 140500/- PRFT (Rupees One Lac Forty Thousand Five Hundred only Per Running Foot) amounting to Rs: 8400000/-

You are therefore directed to please start the work under the supervision/ instructions of Assistant Engineer, Highway Sub-Division S.F.Rahu within (7) seven from the date of issue of this letter. The time allowed for completion of work is (12) Twelve months. The Terms and conditions are as under:

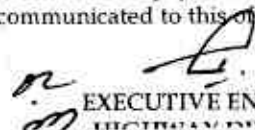
1. Road way of Bridge will be as per Code of Practice Highway Bridges 1967.
2. Work will be carried out strictly as per P.W.D specifications.
3. That actual length of the Bridge will be kept as per design of the Consultants based on the study of discharge, hydraulic data, design, of structure shall be based on sub-soil investigation and other requisite parameters.
4. No escalation whatever will be allowed if the work is continued in next years for want of requisite funds.
5. Expenditure should be restricted to the availability of funds.
6. No payment of extra item shall be made unless written order is given to you by this office for execution of such extra items and approval by the competent authority.
7. No separate payment for carriage of materials shall be made. Rates quoted by you, covers the cost of carriage of materials involved.
8. All materials required for construction shall be procured and brought at site by you at your own cost from approved sources/quarries.
9. Potable water required for construction shall be made available by you at your own cost.
10. Copy of vetted drawing and design must be supplied to this office.
11. Construction of P.S Bridge based on RCC pile foundation and super structure with 24' wide clear road way and 4' foot path on either side and 9' kerbing on either side with approved R.C.C Railing on both sides i/c pile foundation, piers and pre-stressed girders, slab, decking, railing, jacks, wall barriers and expansion joints, capping, rubber joints sides designed on 70 tons/AA loading capacity i/c, all types of lab tests/field tests and preparation of Engineering Drawing/Designs from approved designers dully vetted by approved Consultants of Highways Department etc; complete and directed by Engineer in charge.

For completion of contract documents please attend the office of the under signed at once and also nominate responsible person at the site of work to receive orders and instructions of the Assistant Engineer, Highway Sub-Division S.F.Rahu during execution of the work.


EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

Copy F.W.Cs to the Superintending Engineer, Works and Services Badin for information, with reference to his office letter No. SE/W&S/ESTT:/BDN/ 1407 dated 20.04.2012.

Copy forwarded to the Assistant Engineer, Highway Sub-Division S.F.Rahu for information and further necessary action. The copy of schedule of payment is enclosed herewith for information. The actual date of start of work should be communicated to this office within schedule time.


EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

Name of Agency. M/s Preetaudass

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

P.W.D. 287

G.R. P.W.D. Nos. 7938 of 6-4-33
56-1 of 8-6-36, 1958-W of 27-9-37, G.C.M.P.
and M. Deptt. No. 383-P/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-39.
G. Ra. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 644-W of 22-2-39
12-10-44, and 2-5-44, 05-W 1038/11-1 of
28-3-49, 1447-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

DR No. 62 CIRCLE of W & Bales
dt. 20-3-12 DIVISION EE Highway Sub

Name of work: cont. of 2 NO.1 Bridges 120 Rft + 4 ft
cont. of 2 NO.1 Bridges 120 Rft + 4 ft
cont. of 2 NO.1 Bridges 120 Rft + 4 ft

Percentage Rate Tender and Contract
for works

Rs 75870/-

75870/-

844
W.P.N

General Rules and Directions for the Guidance of Contractors

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



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the said form of invitation to tender or in the case allowed for carrying out
the work, or which contain any other conditions, will be liable to rejection.
No printed form of tender shall include a tender for more than one work,
but if contractors wish to tender for two or more works they shall submit a
separate tender for each. Tenders shall have the stated 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 amounts
of the several tenders in a comparative statement in a suitable form. In the
identification, sign copies of the specifications and other documents mention-
ed in Rule 1. In the event of a tender being rejected the Divisional Officer
shall authorize the Treasury Officer concerned to refund the amount of the
earnest money for deposited to the contractor making the tender, on his giving
a receipt for the return of the money.

The Officer competent to dispose of the tenders shall have right of
disposal of all or any of the tenders.

Contractor

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BAPIN.

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

Receipt No. 004339 dated 19/3/12 from Government Treasury or sub-Treasury at J.S. Bank in respect of the sum of Rs. 550,000 is herewith forwarded representing the earnest money [(a) the full value of]

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should I do not deposit

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

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

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

Contractor

**Signature of contractor before submission of tender
***Signature of witness to contractor's signature.

Dated the _____ day of _____ 199

(Witnesses ***)

(Address)

(Occupation)

Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind. Rs. 550,000/- George Executive Engineer

George Executive Engineer

Division (or his duly authorized Assistant)

**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.**

Date the _____ day of _____

Condition of Contract

security deposit.

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

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

Contractor

**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.**

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

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

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

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

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

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

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

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

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

Contractor

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
MADIN.

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

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

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

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.

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

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 specifications being a part of the contract.

Contractor

**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.**

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

Bill to be submitted monthly.

Bills to be on printed forms.

Material supplied by Government

Works to be executed in accordance with specifications, drawings, plans, etc.

that any materials are unsound, or not in accordance to intimate the fact that the work is presently passing forthwith to the whole or in part materials or a materials or writing intimating at the rate not exceeding of any such execute the of as the contractor. Should materials within his in therefore

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Clause writing before

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

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

Bill to be submitted monthly.

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

Works to be open to inspection.

Contractor or responsible agent to be present.

Bill to be on printed forms.

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.

Supplies to be measured.

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


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

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

Contractor to supply plant, ladders, scaffolding, etc.

to be measured.


Contractor


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

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

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

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 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 Supdtg. Engineer to be final.

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

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

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

Lump sums to estimate.

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, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

Contractor

ENGR. IN CHARGE
HIGHWAYS DIVISION
BADIN.

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 of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue

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

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

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

Payment of Sales Tax

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-	
Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

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

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

Divisional Accountant.

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

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SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

- Note 1—All work shall be carried out as per Public works Departments Head-book and other specifications of the Division or as directed.
- Note 2—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last column should be struck by the contractor under his signature
- Note 3—Rates quoted include clearance of site (prior to commencement of work and at its close) in all respects and hold good work under all conditions. Site moisture, Weather, etc

[Signature]
 Signature of Contractor

EXECUTIVE ENGINEER
 (HIGHWAYS DIVISION)
 Assistant Engineer






















Note—To be continued on additional sheets if found necessary

in the above form prior to

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
 Assistant Engineer

SCHEDULE A

Schedule showing (approximately) the material to be supplied from the Public works Store for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor	Place of delivery
		
		
		
		
		
		
		
		
		

Item No. Quantities but more

Note 1 - other
 Note 2 - of the
 Note 3 - at its
 Wear

Note:—The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

[Signature]
Contractor
 (Signature of contractor)

(Signature of *[Signature]*
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
RAJOURI
 Assistant Engineer

to such construction, be constructed to mean the work or works contract to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be ^{deducted} _{added} to the gross amount of the bill before deducting the value of any stock issued

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the law on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government under sub-section (1) of section 12 of the said Act on behalf of the contractor it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantity, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and a claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of labour etc. during famine etc.

Clause 39.—The contractor shall employ and furnish labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimate

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits, excavations in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

[Signature]
Contractor

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under these conditions he is entitled to be satisfied or which he is to require together with carriage thereof, to and from the work, The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works, and tiling, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings by any such person, or which may with the consent of the contractor be proved to be compromising any claim by any such person.

And is liable for damages arising from non-provision of lights, fencing etc.

6

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed damages on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for Sub-letting it without approval or for bringing a public officer or If Contractor becomes insolvent.

[Signature]
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perform exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

ction of the PWD or any me before the or completion per.

Attention is drawn to the fact that the contractor is responsible for the accuracy of the specifications and drawings.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at ^e(...) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

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Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

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Time limit for submission of claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Contractor

EXECUTIVE ENGINEER HIGHWAYS DIVISION BADIN.

in course of work

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Approved in
accordance with
the order of the
Executive Engineer

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Remove of
"Bundhis"

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on the
intermediate certificate
shall be made as follows

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments in advance.

[Signature]
Contractor

EXECUTIVE ENG.
HIGHWAYS DIVISION
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If the amount of the security deposit to be paid in a lump sum with 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.

The security deposit lodged by a contractor (in cash or recovered instalments from his bills) shall be refunded to him after the expiry of the months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work, later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be carried out with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in of the time
—do— —do—
—do— —do—

and abide the programme of detailed progress laid down by the Engineer.

The following proportions will usually be found suitable :—
In 1/4 1/2 3/4 of the time

Reasonable progress of earth work .. 1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work .. 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case, to suit requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment. If the percentage is fixed at 10% and security deposit only amount to 6% should be deducted from every payment.

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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule materials to be supplied by the Public Works Department and their shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer not been so filled in and completed he shall request the said office to do this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

I/We hereby tender for the execution, for the Government of Sind (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

- (a) General description *Contract No. 2 2142 Bridge*
- (b) Estimated cost *20 Rft. above*
- (c) Earnest money *27.00 (Rupee)*
0.540 (Rupee)
- (d) Security deposit—(including earnest money) *27 Rupees*
- (e) Percentage, if any, to be deducted from bills (Rupees) percent. *3%*

*In Figures as well as in words.

(a) If several items of work are included they should be detailed in a separate list.

(b) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 515 and 516 of the P.W.D. Manual.

(c) This deposit shall be in accordance with paras 515 and 516 A of the P.W.D. Manual.

(d) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Give schedule where necessary showing details by which the various items are to be completed.

[Signature]
Contractor

(f) Time allowed for the work from date of written order to commence *12 (Twelve)* months.

Should this tender be accepted *1/2* we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

HIGHWAYS DIVISION
BADIN.

Receipt No. *004*
Sub-Treasury at *J*
herewith forwarded

which is to be applied to the full amount in accordance with the sum of Rs. such security deposit retained by the in clause 1 (B)

Dated the _____ (Witnesses)

(Address)

(Occupation)

The above of Sind. *[Signature]*

Date the _____

Clause 1

the contractor, or two or more, on, in the receipt with the Engineer amount of full security of time of deduct more per Government of the content shall of the any p up the every more cont his sum this used with end or de co p

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**OFFICE OF THE EXECUTIVE ENGINEER
HIGHWAY DIVISION BADIN**

NO. TC/G-55/ 518 /2012

Dated: 23 - 04 -2012.

To

M/S. Haji Sirajuddin Soomro,
Government Contractors,
72/4, Hamid Plaza Saddar,
Cantt: Hyderabad.

**SUBJECT: CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN
SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT
BADIN SUJAWAL ROAD @ MILE 21/0 MILE 0/0- 4/0 (6.40 KMS).**

Reference: This office N.I.T No. TC/G-55/ 241 dated 22.02.2012.

The rate quoted by you as 2.70 % above (Two point seven zero per cent above) for part "A" Road work, 12.50% above (Twelve point five zero percent above) for part "B" Asphalt, 62.50 % above (Sixty two point five zero percent above) for Part "C" Masonry structures, 80.0 % above (Eighty point zero percent above) for Part "D" Stone Pitching. The estimate/ schedule rates for the subjected work quoted on 21.03.2012 have been accepted being the lowest by the Project Director /Deputy Commissioner Badin and the Superintending Engineer, Works and Services Badin vide his letter No. SE/W&S/ESTT:/BDN/ 1406 dated 20.04. 2012.

You are therefore directed to please start the work under the supervision of Assistant Engineer, Highway Sub-Division S.F.Rahu within three days time allowed for making preliminary arrangements and complete it within (24) Twenty four months to the reckoned from 25 .04.2012. Payments will be restricted to the extent the funds are available.

For completion of contract documents please attend the office of the undersigned at once and also nominate responsible person at the site of work to receive orders and instructions of the Assistant Engineer, Highway Sub-Division S.F.Rahu during execution of the work.

No premium shall be allowed on non-schedule items.

The copies of schedule "A" and schedule "B" are enclosed herewith for your guidance.

DA/As above.


**EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN**

Copy F.W.Cs to the Superintending Engineer, Works and Services Badin for information, with reference to his office letter No. SE/W&S/ESTT:/BDN/ 1406 dated 20.04 .2012.

Copy forwarded to the Assistant Engineer, Highway Sub-Division S.F.Rahu for information and further necessary action. The copies of schedule "A" & "B" are enclosed herewith for information. The actual date of start of work should be communicated to this office within schedule time.


**EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN**

Name of Payee - *M/s Haji Sirajuddin Saadani*

SRF (S.P.) D. No. 105-11-94-50,000 L.F. of 8 ls. each.

P.W.D. 287

G.O. P.W.D. No. 7938 of 6-4-35
G.O. P.W.D. No. 1269-V of 27-4-37, G.O.M.P.
No. 385-F/37 of 9-11-37
G.O. P.W.D. No. 5-172, 2-W of 22-2-39,
G.O. P.W.D. No. 1038-1 of 22-2-39
G.O. P.W.D. No. 2-3-40, 3-4-41
G.O. P.W.D. No. 2-1-41, 3-1-41, 1038/11-1 of
22-2-39

FORM B-1

PUBLIC WORKS DEPARTMENT

DR. No. 60.

dt. 20.3.12.

CIRCLE

DIVISION

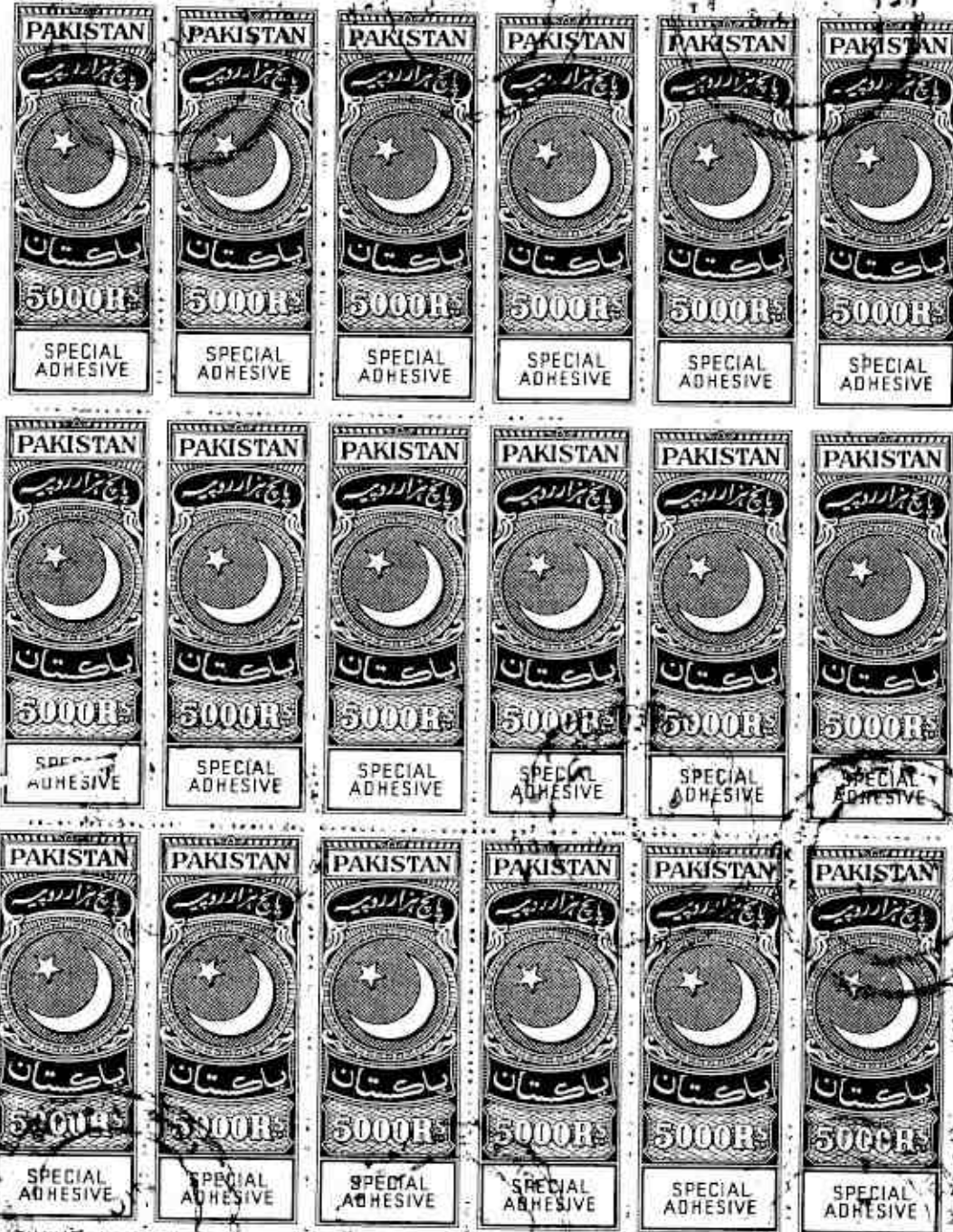
Circle of Badin
Highway Division

682537

Name of work: *Const. of Godavari bye-pass*
road from Badli Bazaar road at mile 17 1/2
Sarhadli Shikhi to Sarhadli Bazaar
of mile 2 1/2 mile 0/0 - 40. (6.40) P.M.

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14.7.52

General Rules and Directions for the Guidance of Contractors



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Contract submitted by Chief Engineer Highway
Hyderabad for Rs. 230.86 Crs.

As per Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving

Contractor

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

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

Receipt No. 0438732 dated 20/2/12 from Government Treasury of Bank Al-Farabi of the sum of Rs. 493,000/- hereby forwarded representing the earnest money ((a) the full value, of

*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.

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 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security deposits as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in Clause 1 (B) of the conditions.

Contractor

Signature of contractor before submission of tender
***Signature of witness to contractor's signature.

day of _____ 199____
Witness (***)
(Address)
(Occupation)

*Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind. Amount for No. 227142, 657, Rs. Two crore seventy one thousand four hundred and thirty one rupees only
thereof one hundred and thirty one thousand
Executive Engineer
Division for his duly authorized Assistant

**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BANDUN**

Condition of Contract

security deposits.

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

the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the value specified in the tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (or deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the security deposit specified in the tender], or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (with the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 5.7 percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of 5.7 percent by deducting a sufficient sum from every such payment as is aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may be due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities 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

Contractor

**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BANDUN**

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

(b) To employ labour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the Engineer shall be final and at the terms of the contract, as against the contractor).

(c) To deduct from the amount of the contractor's bill in excess of the amount of the bill if the whole or any part of the excess expenses incurred by the contractor shall be deducted from the contractor or the sale thereof, as may be decided by the Executive Engineer.

In the event of the contractor failing to execute the work, or any part thereof, or of the work being abandoned, or of the work being executed in a defective manner, or of the work being executed in a manner which is not approved by the Executive Engineer, the contractor shall be liable to pay compensation to the Government for the work so far as it has been executed, and the amount of such compensation shall be determined by the Executive Engineer.

Clause 10. In the event of the contractor failing to execute the work, or any part thereof, or of the work being abandoned, or of the work being executed in a defective manner, or of the work being executed in a manner which is not approved by the Executive Engineer, the contractor shall be liable to pay compensation to the Government for the work so far as it has been executed, and the amount of such compensation shall be determined by the Executive Engineer.

Clause 11. In the event of the contractor failing to execute the work, or any part thereof, or of the work being abandoned, or of the work being executed in a defective manner, or of the work being executed in a manner which is not approved by the Executive Engineer, the contractor shall be liable to pay compensation to the Government for the work so far as it has been executed, and the amount of such compensation shall be determined by the Executive Engineer.

Clause 12. In the event of the contractor failing to execute the work, or any part thereof, or of the work being abandoned, or of the work being executed in a defective manner, or of the work being executed in a manner which is not approved by the Executive Engineer, the contractor shall be liable to pay compensation to the Government for the work so far as it has been executed, and the amount of such compensation shall be determined by the Executive Engineer.



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

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

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

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine or effect in any other way the views 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 shall be final and binding on all parties.

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Clause 12. The Bill is accepted specific complete at such final o

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

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Works supplied by Government

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 returned 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 or damage to any such materials.

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

Works to be executed in accordance with specifications, drawings and plans.

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Handwritten signature or initials at the bottom right.

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that any materials or articles provided by him for the execution of the work are unseasoned, 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 not with standing 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 charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-construct 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 see fit.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.


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

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

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

Contractor to supply plant, ladders scaffolding, etc.

Contractor


**EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN**

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

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

Sum payable by way of compensation to be considered as reasonable compensation without reference in actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Suptg. Engineer to be final.

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

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

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

Lump sums in estimate.

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, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

Contractor

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BARDIN

M/s Haji Sirajuddin Sawers

CLAUSE-53 The price of bitumen (80/100) on 23/4/12

fixed by the District officer Roads & Transport Badin are

Rs. 6779/20 per metric ton (ex-factory price)

2- Should there be any change in the above price by the manufacture during the currency of contract, the difference will be payable to or as the case may be recoverable from the contractor.

3- The effect of the revision of the prices will be confined only to the quality of the item, which is actually consumed after the date of such revision.

[Signature]
Contractor
Contractor

DIVISIONAL ACCOUNTS OFFICER
ROADS & TRANSPORT
BADIN.

[Signature]
EXECUTIVE OFFICER
HIGHWAYS
ROADS & TRANSPORT
BADIN

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 entitling them to have the benefit of concessionary freight charges from the railway, but such 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 moving pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-	
Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months
Government	Six months.

Clause 52.— If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is provided in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right or 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;

A.
Dehated
Rich *EM*

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

Divisional Accountant.

Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1009-W dated 21st February, 1950, wherein the responsibility of the tender checked efficiently is placed on me.




























Contractor.

Executive Engineer,
 Executive Engineer,
 Division

ADHESIVE
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SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Quantities	Tenders rates	Total
		
		
		
		
		
		
		
		
		

other specifications of the Division or as directed.

Note 2—All the columns in the Schedule should be filled 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)

Executive Engineer
Signature of
Assistant Engineer

Note—To be continued on additional sheets if found necessary

SCHEDULE A

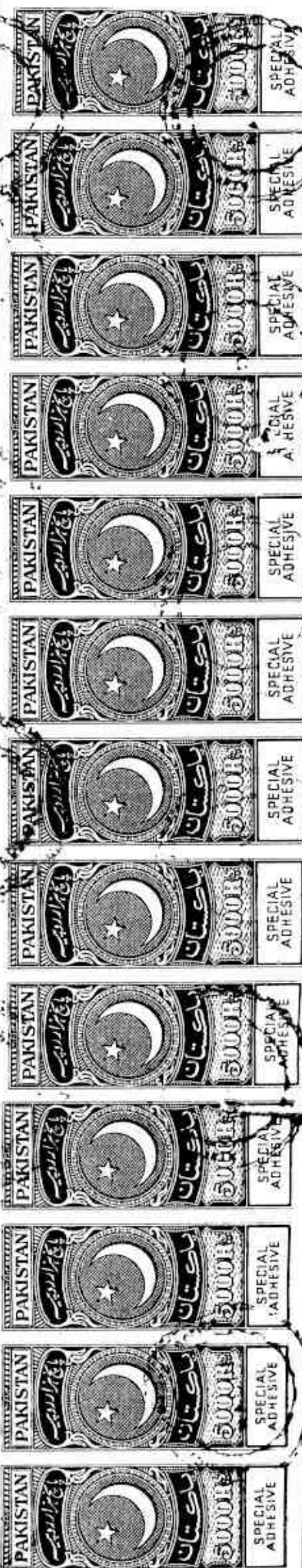
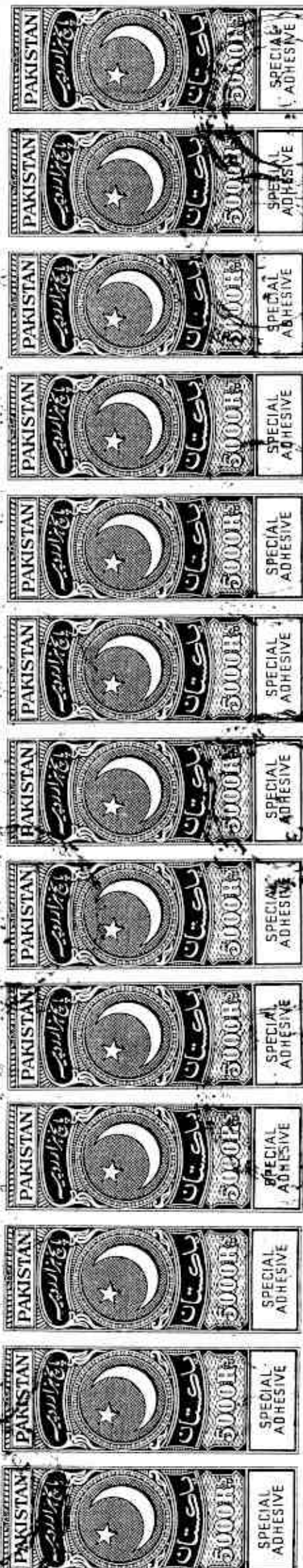
Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor	Place of delivery
		
		
		
		
		
		
		
		
		

Note:—The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the opening of the tender.

(Signature of contractor)

(Signature of Executive Engineer
Assistant Engineer)



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.

Contractors percentage where applied to net or gross amounts of bill.

Refund of quarry fees and royalties.

Deleted

Compensation under the Workmen's Compensation Act.

Claim for quantity entered in the tender or estimate.

Employment of famine etc. labour.

Claim for compensation for delay in starting the work.

Claim for Compensation for delay in execution of work.

Entering up on of commencing any portion of work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} ~~added to~~ the gross amount of the bill before deducting the value of any stock issued.

Clause 36.—All quarry fees, royalties, octroi dues and ground rentire stocking materials in any, should be paid by the contractor, who will howfoes be entitled, to a refund of such of the charges as are permissible under the evers on obtaining a certificate from the Engineer-in-charge that the materialswi required for the use on Government work.

Clause 37.—The contractor shall be responsible for and shalpaynsation compensation to his workmen payable under the Workmen's Col p. Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injum principal to the workmen. If such compensation is paid by the Government ruany under sub-section (1) of section 12 of the said Act on behalf of the iescontractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Clause 40.—No compensationshall be allowed for any delay caused in e starting of the work on account of any acquisition of land or, in the case th of clearance works on account of any delay in according sanction to estimat

Clause 41.—No compensation shall be allowed for any delay in the ex- cution of the work on account of water standing in borrow pits or compart- ments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquistition a land or, in the case of clearance works expressly specifird.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of a payment for work.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with br ching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allow to tender for works and his name shall be removed from the list of contract

(iv) The Engineer-in-charge or his Agent is authorised to remove fr the work any person or animal found working which does not satisfy the conditions and no responsibility shall be accepted by the Government for a delay caused in the completion of the work by such removal.

Clause 44.—As far as possible Pakistani Timbers shall be used a Where for any reason this is not practicable, preference shall be given first Burma and then to others be Tim British

Contractor

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
SADIN

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And is liable for damages arising from non-provision of lights, fencing, etc.

Measure for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit shall

Contract may be rescinded and security deposit forfeited for sub-letting it without approval or for bribing a public officer or if Contractor proceeds to sublet.

Contractor

EXECUTIVE ENGINEER HIGHWAYS

confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and kept in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and such designs, drawings, and instructions as aforesaid.

Alterations in specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified shall be subject to the limit laid down in clause 38 below as part of the work to be carried out by the Contractor on the same conditions in all respects as those which he agreed to do in the tender for the main work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at * (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division, and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into restriction of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required to carry out the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with material of inferior quality, or

in witness whereof

Clause 6.—If the contractor shall desire an extension of the time of completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Removal of "Bundhis",

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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

(c) contract done forfeit

The security deposit lodged by a contractor (in cash or received by instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

(d) supply the contract to the Engineer him and the Engineer again

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by competent authority. If such check is necessary otherwise from the last date of final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be prosecuted with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, on the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

the contract to be if executed she contract

Estimated cost of the work

of the work in	of the time
—do—	—do—
—do—	—do—

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

	In 1/4 1/2 3/4 of the time
Reasonable progress of earth work	1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work	1/104/108/110 do

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (e).

†The amount of this percentage not exceeding 10% will be fixed in every case, so suit requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted from every payment.

Signature of Contractor

EXECUTIVE ENGINEER
HIGHWAYS DEPARTMENT
SINDH

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule material to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim increased rates for any items in this contract.

Tender for Works

I/We hereby tender for the execution, for the Governor of Sindhereinbefore and hereinafter referred to as "Government", of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Part A: 2.70%
Part B: 12.50%
Part C: 62.50%
Part D: 20.00%

Memorandum

- (a) General description: *cutting of road at rate 12/7 for level*
- (b) Estimated cost: *Shah to Government Books Office*
246,740 (Rupees)
- (c) Earnest money: *4,930 (Rupees)*
- (d) Security deposit—(including earnest money): *25%*
- (e) Percentage, if any, to be deducted from bills (Rupees): *3%*
- (f) Time allowed for the work from date of written order to commence: *24 months*

(a) Name of contractor
(b) Address of contractor
(c) Name of agent
(d) Name of contractor
(e) Name of contractor
(f) Name of contractor
(g) Name of contractor
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(u) Name of contractor
(v) Name of contractor
(w) Name of contractor
(x) Name of contractor
(y) Name of contractor
(z) Name of contractor

[Signature]
Contractor

EXECUTIVE ENGINEER

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

**OFFICE OF THE EXECUTIVE ENGINEER
HIGHWAY DIVISION BADIN**

NO. TC/G-55/ 518 /2012

Dated: 23 - 04 -2012 .

To

M/S. Haji Sirajuddin Soomro,
Government Contractors,
72/4 , Hamid Plaza Saddar,
Cantt: Hyderabad .

**SUBJECT: CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN
SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT
BADIN SUJAWAL ROAD @ MILE 21/0 MILE 0/0- 4/0 (6.40 KMS) .**

Reference: This office N.I.T No.TC/G-55/ 241 dated 22.02.2012 .

.....
The rate quoted by you as 2.70 % above (Two point seven zero percent above) for part "A" Road work , 12.50% above(Twelve point five zero percent above) for part "B" Asphalt , 62.50 % above (Sixty two point five zero percent above)for Part "C " Masonry structures , 80.0 % above (Eighty point zero percent above) for Part "D" Stone Pitching .The estimate/ schedule rates for the subjected work quoted on 21.03.2012 have been accepted being the lowest by the Project Director /Deputy Commissioner Badin and the Superintending Engineer, Works and Services Badin vide his letter No. SE/W&S/ESTT:/BDN/ 1406 dated 20.04. 2012 .

You are therefore directed to please start the work under the supervision of Assistant Engineer, Highway Sub-Division S.F.Rahu within three days time allowed for making preliminary arrangements and complete it within (24) Twenty four months to the reckoned from 25 .04.2012. Payments will be restricted to the extent the funds are available .

For completion of contract documents please attend the office of the under signed at once and also nominate responsible person at the site of work to receive orders and instructions of the Assistant Engineer, Highway Sub-Division S.F.Rahu during execution of the work .

No premium shall be allowed on non-schedule items .


The copies of schedule "A" and schedule "B" are enclosed herewith for your guidance .

DA/As above.

**EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN**

Copy F.W.Cs to the Superintending Engineer, Works and Services Badin for information, with reference to his office letter No. SE/W&S/ESTT:/BDN/ 1406 dated 20.04 .2012 .

Copy forwarded to the Assistant Engineer, Highway Sub-Division S.F.Rahu for information and further necessary action . The copies of schedule "A" & "B"are enclosed herewith for information . The actual date of start of work should be communicated to this office within schedule time .


**EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN**

VIDE DR. NO. 60 DATED:- 20/3/2012

Muhammad Javed
 EXECUTIVE ENGINEER
 HIGHWAYS DIVISION
 BADIN

OFFICE OF THE EXECUTIVE ENGINEER HIGHWAYS DIVISION BADIN

N.I.T NO: TC/G-55/241 DATED:-22-02-2012

B-I TENDER FOR WORKS

I/ We hereby tender for execution of Government (therein before and herein after) referred to as "Government" of the work specified in the under written memorandum within the items specified in such memorandum at Part A Road work 2.70% above.
Part B Asphalt 75.50% above.
Part C M. S.P.C. 82.50% above.
Part D Stone pitching 80% above.
 percent below/above the estimated rates entered in Section B memo and in showing items of work to be carried out and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in rule hereof and in Clause -12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in seclude "A" appended herewith.

MEMORANDUM

a)	General Description	Construction of Golarchi By Pass road from Badin Sujawal road at mile 17/7 Sorhadi Shakh to connect Badin Sujawal road @ mile 21/0 = (6.40 KMs).
b)	Estimated Cost	246.740 (Million)
c)	Earnest Money @ 2%	4.935 (Million)
d)	Security Deposit (i/c Earnest Money 5%)	12.337 (Million)
e)	Percentage if any, to be deducted from bills (Rupees) percentage 3%	7.402 (Million)
f)	Time allowed for completion of the work from the date of written order to commence	24 Months.

Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and conditions of B-I Agreement form annexed hereto as far as per applicable and default thereof Department can take action as per terms and conditions of B-I Agreement and to forfeit and pay to Government the sum of money mentioned in the clauses of contract agreement.

Bank Deposit No. 0438732 Dated 20/3/2012 From Bank AL-Falah N.Yd. Bank in respect of sum of Rs. 4935000/- is herewith forwarded representing earnest money (a) the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause of the said condition, otherwise the said sum of Rs. 4935000/- should be retained by Government on account of security specified in clause I(b) of the condition.

Muhammad Javed
 CONTRACTOR

A. J.
 EXECUTIVE ENGINEER
 HIGHWAYS DIVISION
 BADIN

Certified that I/We have read all the clauses and conditions of B-I printed agreement form.

Muhammad Javed
 CONTRACTOR

VIDE DR.NO. 58 DATED:- 20/3/2012

Amom
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN

OFFICE OF THE EXECUTIVE ENGINEER HIGHWAYS DIVISION BADIN

N.I.T NO:TC/G-55/241/ DATED:-22-02-2012

B-I TENDER FOR WORKS

Part - A 4.00% above.
Part - B 15.00% above.
Part - C 65.00% above.
Part - D 85.00% above.

I/ We hereby tender for execution of Government work (herein before and therein after) referred to as "Government" of the work specified in the under written memorandum within the items specified in such memorandum at _____ percent below/above the estimated rates entered in Section "B" memorandum showing items of work to be carried out and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in rule hereof and in Clause -12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in section "A" appended herewith.

MEMORANDUM

a)	General Description	Construction of Golarchi By Pass road from Badin Sujawal road at mile 17/7 Sorhadi Shakh to connect Badin Sujawal road @ mile 21/0 = (6.40 KMs).
b)	Estimated Cost	246.740 (Million)
c)	Earnest Money @ 2%	4.935 (Million)
d)	Security Deposit (i/c Earnest Money 5%)	12.337 (Million)
e)	Percentage if any, to be deducted from bills (Rupees _____) percentage 3%	7.402 (Million)
f)	Time allowed for completion of the work from the date of written order to commence	24 Months.

Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and conditions of B-I Agreement form annexed hereto as far as per applicable and default thereof Department can take action as per terms and conditions of B-I Agreement and to forfeit and pay to Government the sum of money mentioned in the clauses of contract agreement.

Call Deposit No. 606818 Dated 18/3/2012 From MCB Ltd. Kya Bank in respect of sum of Rs. 4935000/- is herewith forwarded representing earnest money (a) the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause of the said condition, otherwise the said sum of Rs. 4935000/- Should be retained by Government on account of security specified in clause (b) of the condition.

[Signature]
CONTRACTOR

[Signature]
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN

Certified that I/We have read all the clauses and conditions of B-I printed agreement form.

[Signature]
CONTRACTOR

ISSUED TO M/s. N.K. and Company.

VIDE DR. NO. 59 DATED:- 20/3/2012
M. M. Khan
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN

OFFICE OF THE EXECUTIVE ENGINEER HIGHWAYS DIVISION BADIN

N.I.T NO: TC/G-55/ 241 DATED:-22-02-2012

B-I TENDER FOR WORKS

I/ We hereby tender for execution of Government (therein before and therein after) referred to as "Government" of the work specified in the under written memorandum within the items specified in such memorandum at (A) 5.50% Above percent below/above the estimated rates entered in Section "B" memorandum showing items of work to be carried out and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in rule hereof and in Clause -12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in section A appended herewith. (B) 18% Above (C) 68% Above (D) 75% Above

MEMORANDUM

a)	General Description	Construction of Golarchi By Pass road from Badin Sujawal road at mile 17/7 Sorhadi Shakh to connect Badin Sujawal road @ mile 21/0 = (6.40 KMs).
b)	Estimated Cost	246.740 (Million)
c)	Earnest Money @ 2%	4.935 (Million)
d)	Security Deposit (i/c Earnest Money 5%)	12.337 (Million)
e)	Percentage if any, to be deducted from bills (Rupees) percentage 3%	7.402 (Million)
f)	Time allowed for completion of the work from the date of written order to commence	24 Months.

Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and conditions of B-I Agreement form annexed hereto as far as per applicable and default thereof Department can take action as per terms and conditions of B-I Agreement and to forfeit and pay to Government the sum of money mentioned in the clauses of contract agreement.

Call Deposit No. 0004256 Dated 20/3/2012 From Bank AL-Falah Ltd. Khyber Bank in respect of sum of Rs. 4935000/- herewith forwarded representing earnest money (a) the full value of which is to be absolutely forfeited to Government should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause of the said condition, otherwise the said sum of Rs. 4935000/- should be retained by Government on account of security specified in clause I(b) of the condition.

M. M. Khan
CONTRACTOR

M. M. Khan
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN

Certified that I/We have read all the clauses and conditions of B-I printed agreement form.

M. M. Khan
CONTRACTOR

SCHEDULE "A"

NAME OF WORK:- Construction of Golarahi by Pass road from Badin
Sujawal Road @ mile 17/7 Sakhadi Shakh to
connect Badin Sujawal road @ mile 21/0 = (6.40) C.M.S

1. Road Rollers will be supplied by the Government at Store / work shop available at the following Hire charges category wise :-

'A'	6 - 8 Tons Road Rollers .	Rs. 12,000/= Per Month
'B'	8 - 10 Tons Road Rollers.	Rs. 15,000/= Per Month
'C'	10-12 Tons Road Rollers (Shahzoor)	Rs. 18,000/= Per Month
'D'	14-18 Tons Road Rollers (Skoda)	Rs. 20,000/= Per Month
'E'	VV-100 Road Rollers .	Rs. 30,000/= Per Month

The contractor will give an undertaking that the Rollers will be served at- least once a-week P.O.Ls and normal day to day repair of the Rollers will also be the responsibility of the Contractors. They will also be liable for any damaged done to these Machinery due to their negligence. Road Roller will be given in running condition and will be received back on same condition, department will not be responsible for any Repair.

2. Shifting charges of Road Rollers from Store/ Workshop to the site of work and returned back to the Store / work shop after completion of work will be recovered from the Contractor.

3. Arrangements of Water etc, will be made by the Contractors them selves at their own cost.

SPECIAL CONDITION.

The minimum monthly progress of each type of Road Roller for consolidated Hard crust is as under :-

(1)	VV-100 Road Roller .	40,000 CFT
(2)	14-18 Tons Road Roller.	30,000 CFT
(3)	10- 12 Tons Road Roller.	25,000 CFT
(4)	8 -10 Tons Road Roller.	12,000 CFT
(5)	6 - 8 Tons Road Roller.	6,000 CFT

In case the minimum out-put is less then the above, following penal rates will be charged .

- (i). 90- 100 percent achievement No. Penalty.
- (ii) 60 - 90 percent achievement 30 % Extra rental value .
- (iii) 30 - 60 percent achievement 60 % Extra rental value .

The rent will be charged at prescribed rates irrespective of the condition of the Roller . No rent will be charged only in case the Roller is shifted by the Department for other work or for Major Repair.


CONTRACTOR.


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0 MILE 0/0-4/0 (6.40 KMS).

S.NO.	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
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1 NATURAL GROUND COMPACTION.

Earthwork compaction 85% density in soft ordinary soil by rolling over each including charges of 10-12 Tons Road Roller .

= 1479245 CFT 536.35 %0 sft 793393

(Rupees five hundred thirty six and paisas thirty five) only .

2 EARTHWORK 95-100% DENSITY .

Earth Work for road embankment by bulldozers including ploughing , mixing ,clod braking , ramming and the same & compacting with potimum mositure content upto 98-100% density as per modified AASHO specifications. (With extra lead).

= 3045000 CFT 8991.75 %0cft 27379879

(Rupees eight thousand nine hundred ninty nine & Ps: seventy five)only

3 SUB GRADE. (With extra lead)

Preparing improved Sub-grade by mixing Pit sand and earthwork in the ratio of 40:60 (40% Sand 60% Earthwork) having soaked CBR> 80 % so as to achieve the desired degree of density 95-100% . Rate including all cost of materials T&P and carriage upto site of work .

= 1044173 CFT 1136.37 %Cft 11865669

(Rupees One thousand One hundred thirty six & Ps: thirty seven) only .

4 GRAINULAR CAPING LAYER.

Preparing Sub-base Course by supplying and spreading stone metal of 1 ½" to 2" gauge of approved quality from approved quarry in required thickness to proper camber and grade including hand packing mixing with shingle pit run gravel having plasticity index of not more than 6% in the ratio of 2:3 including watering , rolling and compacting to achieve 98-100% density as per modified AASHO specification. Rate includes all costs of materials, T&P and carriage to site of work.

= 957158 CFT 4977.90 %cft 47646368

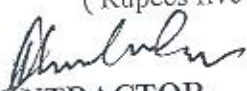
(Rupees four thousand Nine hundred seventy seven & Ps: Ninty) only .

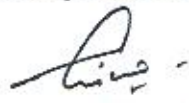
5 SUB BASE COURSE .

Preparing Sub-base Course by supplying and spreading stone metal of 1 ½" to 2" gauge of approved quality from approved quarry in required thickness to proper camber and grade including supplying and spreading 10 cft screening having non plastic quarry fines of approved quality i/c watering , rolling and compacting to achieve 98-100% density as per modified AASHO specifications. Rate includes all costs of materials, T&P and carriage upto site of work.

= 349798 CFT 5170.25 %cft 18085431

(Rupees five thousand One hundred seventy & Ps: Twenty five)only


CONTRACTOR.


EXECUTIVE ENGINEER
HIGHWAY DIVISION BADIN

SCHEDULE 'B'

PART 'A'.

CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0 MILE 0/0-4/0 (6.40 KMS).

6 BASE COURSE.

Preparing Base Course by supplying and spreading stone metal of approved quarry properly graded to maximum size of 1 1/2" in required thickness to proper camber and grade including supplying and spreading 15 cft screening having non-plastic quarry fines filling depressions with stone metal after initial rolling including watering and compacting to achieve 100% density as per modified AASHO specification. Rate includes all costs of materials, T&P and carriage upto site of work.

= 349798 CFT 5404.93 %cft 18906337

(Rupees Five thousand four hundred four and paisa Ninty three) only .

7 SURFACE DRESSING (DST).

Providing **Two Coat** of surface dressing on new or existing surface with (30+25= 55 Lbs) of Bitumen 80/100 penetration and 4.0 +2.75= 6.75 Cft Crushed Bajri of 3/4" to 1/2" gauge including cleaning the road surface rolling after each coat separately . Rate includes all costs of materials, Labour, T&P and their carriage upto site of work.

= 522086 SFT 797.90 %Sft 4165724

(Rupees seven hundred ninty seven and Ps: Ninty) only .

8 GRAINULAR @ SHOULDERS.

Preparing Sub-base Course by supplying and spreading stone metal of 1 1/2" to 2" gauge of approved quality from approved quarry in required thickness to proper camber and grade including hand packing mixed with shingle pit run gravel having plasticity index of not more than 6% in the ratio of 2:3 including watering , rolling and compacting to achieve 98-100% density as per modified AASHO specification. Rate includes all costs of materials, T&P and carriage to site of work.

= 458131 CFT 4977.90 %Cft 22805303

(Rupees Four thousand Nine hundred seventy seven and Ps: Ninty) only .

TOTAL Rs. 151648104

9 Add Difference cost of Bitumen ,80/100 penetration

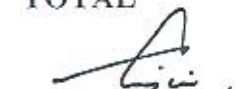
(Which will be paid seperately).

= 128.19 Tons 67791.70 Per Ton Rs. 8690218

(Rupees Six thousand seven hundred Ninty One & Ps: seventy only.

TOTAL RS 160338322


CONTRACTOR.

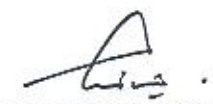

EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN.

SCHEDULE 'B'

CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @
MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0
MILE 0/0-4/0 (6.40 KMS).

S.NO:	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT	
1	<u>ASPHALT WEARING COURSE.</u> Laying to proper line & grade mixed Asphalt concrete Paver finished hydrolic / electric control prepared to specified formula approved by the Engineer incharge i/c rollong & finishing to proper line grade level camber etc complete. Rate includes tack coat with bitumen 80/100 penetration and carriage from Asphalt Plant to site of work etc complete.	= 522086	SFT	3369.84	P. %Sft	17593463
	(Rupees Three thousand three hundred sixty nine & Ps: eighty four) only .					
2	Providing ,supplying and fixing of road stud (cat eyes) as per plan @ site of work i/c fixing in position required section as directed etc complete.	= 1920	No.	257.62	P.No.	494630
	(Rupees Two hundred fifty seven and Paisas sixty two) only .					
3	Reflective Thermoplastic paint for road marking .	= 52800	SFT	40.00	P.Sft	2112000
	(Rupees Forty) only .					
				TOTAL	Rs.	20200093
4	Add Difference cost of Bitumen ,60/70 penetration (Which will be paid seperately).	= 343.78	Tons	67791.70	Per Ton	Rs. 23305431
	(RupeesSix thousand seven hundred Ninty One & Ps: seventy only.					
				TOTAL	RS	43505524


CONTRACTOR .


EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

SCHEDULE 'B'

PART 'C'

CONSTRUCTION OF 24 RFT BRIDGE OVER SIM NALA ALONG GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0 MILE 0/0-4/0 (6.40 KMS).

1	Excavation in foundation of building, bridges i/c dag-belling dressing, refilling around the srtructure with excavated earth watering and ramming lead upto one chain and lift upto 5 ft: (In Ordinary soil)	13938	CFT	1306.80	%cft	18214
	(Rupees One thousand three hundred six & Ps: eighty) only.					
2	Cement concrete brick or stone ballast: 1 1/2"-2 (Ratio 1:4:8)	= 3990	CFT	3584.10	%cft	143006
	(Rupees three thousand five hundred eighty four & Ps: Ten) only .					
3	Coursed Ruble masonry i/c hammer dressing . Ratio 1:4.	= 7321	CFT	7859.25	%cft	575376
	(Rupees seven thousand eight hundred fifty nine & Ps: twenty five) only .					
4	Fabrication of mild sateel reinforcement for cement concrete i/c cutting bending laying in poistion making joints and fastening i/c cost of binding wire etc complete (also i/cs removal of rust from bars)	= 87.56	CWT	2651.55	P.Cwt	232170
	(Rupees Two thousand six hundred fifty one and Ps: fifty five) only .					
5	RCC work i/c all labour and materials except the cost of steel reinforcement and its labour for bending and binging which will be paid seperately. This rate also i/cs all kind of forms , moulds, lifting, shuttering, curing, rendering and finshing the exposed surface including screening and washing of shingle . RCC work in roof slab, beams , columns, lintels & other structural members laid in situ or precast laid in position , complete in all respects . Ratio 1:2:4.	= 1766	CFT	114.00	P.CFT	201324
	(Rupees One hundred fourteen) only .					
6	Cement concrete plain i/c placing compacting finishing and curring etc complete (i/c screening and washing of stone aggregate without shuttering) Ratio 1:2:4 .	= 319	CFT	5941.10	%cft	18952
	(Rupees five thousand Nine hundred forty One and Paisas Ten) only .					
7	Cement Pointing flush on stone work . Ratio 1:3 .	= 1337	SFT	934.23	%sft	12491
	(Rupees Nine hundred thirty four and paisa twenty three) only .					
				TOTAL	Rs.	1201532
8	Difference Cost of Steel	= 4.378	Tons	32000	P.Ton Rs.	140096
	(Rupees Thirty two thousand only).					
9	Difference Cost of Cement .	= 1221	Bags	205.00	P.Bag Rs.	250305
	(Rupees Two hundred five only).					

G.Total Rs. 1591933

Note: The difference cost of Steel & Cement will be paid seperately .


CONTRACTOR


EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

SCHEDULE 'B'

PART 'C'


CONSTRUCTION OF 4' SPAN CULVERTS ALONG GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0 MILE 0/0-4/0 (6.40 KMS). (24 Nos).

S.NO.	ITEM OF WORK	QUANTITY	RATE	UNIT	AMOUNT
1	Excavation in foundation of building, bridges i/c dag-belling dressing, refilling around the structure with excavated earth watering and ramming lead upto one chain and lift upto 5 ft: (In Ordinary soil)	3648	1306.80	%cft	4767 (Rupees One thousand three hundred six & Ps: eighty) only.
2	Cement concrete brick or stone ballast: 1 1/2"-2 (Ratio 1:4:8)	484	3584.10	%cft	17347 (Rupees three thousand five hundred eighty four & Ps: Ten) only .
3	Coursed Ruble masonry i/c hammer dressing . Ratio 1:4.	1206	7859.25	%cft	94783 (Rupees seven thousand eight hundred fifty nine & Ps: twenty five) only .
4	Fabrication of mild sateel reinforcement for cement concrete i/c cutting bending laying in poistion making joints and fastening i/c cost of binding wire etc complete (also i/es removal of rust from bars)	8.56	2651.55	P.Cwt	22697 (Rupees Two thousand six hundred fifty one and Ps: fifty five) only .
5	RCC work i/c all labour and materials except the cost of steel reinforcement and its labour for bending and binging which will be paid seperately. This rate also i/cs all kind of forms , moulds, lifting, shuttering, curing, rendering and finishing the exposed surface including screening and washing of shingle . RCC work in roof slab, beams , columns, lintels & other structural members laid in situ or precast laid in position , complete in all respects . Ratio 1:2:4.	134	114.00	P.CFT	15276 (Rupees One hundred fourteen) only .
6	Cement concrete plain i/c placing compacting finishing and curring etc complete (i/c screening and washing of stone aggregate without shuttering) Ratio 1:2:4 .	178	5941.10	%cft	10575 (Rupees five thousand Nine hundred forty One and Paisas Ten) only .
7	Cement Pointing flush on stone work . Ratio 1:3 .	456	934.23	%sft	4260 (Rupees Nine hundred thirty four and paisa twenty three) only .
					TOTAL Rs. 169705
8	Difference Cost of Steel	0.428	32000	P.Ton Rs.	13696 (Rupees Thirty two thousand only).
9	Difference Cost of Cement .	174	205.00	P.Bag Rs.	35670 (Rupees Two hundred five only).

G.Total Rs. 219071 ^{x24}

Note: The difference cost of Steel & Cement will be paid seperately .

CONTRACTOR


 EXECUTIVE ENGINEER
 HIGHWAY DIVISION
 BADIN

= 525770 1/2

SCHEDULE 'B'

CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0 MILE 0/0-4/0 (6.40 KMS).

S.NO:	ITEM OF WORK	QTY	RATE	UNIT	AMOUNT
1	<u>PROTECTION WORKS (STONE PITCHING)</u> Stone Pitching hand packed with surfaced leveled off to the correct section with hammer dress stone and white filled in cement sand mortar ratio 1:8 in floor of bridges and along with apporn etc complete.	= 87195	2916.55	P. %Cft	2543086
	(Rupees two thousand nine hundred sixteen & Ps: fifty five) only .				
2	Cement Pointing flush on stone work . Ratio 1:3 .	= 116260	934.23	%sft	1086136
	(Rupees Nine hundred thirty four and paisa twenty three) only .				
			TOTAL	Rs.	3629222
3	Difference Cost of Cement .	174	205.00	P.Bag Rs.	35670
	(Rupees Two hundred five only).				
			G.TOTAL	Rs.	3664892

NOTE; -The Difference cost of cement will be paid separately .


CONTRACTOR.


EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Local Government Department
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Executive Engineer Highway Division Badin
- 3) TITLE OF CONTRACT Civil Works
- 4) TENDER NUMBER N.I.T No: TC/G-55/ 241 Dated: - 22-02-2012
- 5) BRIEF DESCRIPTION OF CONTRACT Const:of Golarchi By Pass road .(6.40 KMs).
- 6) FORUM THAT APPROVED THE SCHEME PDWP - Forum .
- 7) TENDER ESTIMATED VALUE Rs: 246.740 Million
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs: 230.861 Million
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12 (twelve) Months.
- 10) TENDER OPENED ON (DATE & TIME) 21.03.2012 @ 2.00 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 03 Nos:
- 12) NUMBER OF BIDS RECEIVED 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03
- 14) BID EVALUATION REPORT (Enclose a copy) Copy attached
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s .Haji Sirajuddin Soomro .
- 16) CONTRACT AWARD PRICE Rs:227.142 Million .
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s . Haji Sirajuddin Soomro .
2. M/s Faheem & Naseem Const: Co.
3. M/s N.K & Company.
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

21) ADVERTISEMENT :

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

Yes	ID No: 6911 / 2012 . SR.NO. 11296 .
No	

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

Yes	Daily Ibrat dated 28.2.2012 / Daily Express dated 29.02.2012 & others daily News papers .
No	

22) NATURE OF CONTRACT

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

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

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

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

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

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

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

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


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

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

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SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
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COMPARATIVE STATEMENT / EVALUATION REPORT.
OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY DIVISION BADI

NIT No. TC/G-55/24 dated 22.02.2012.

Date of issue : 20.03.2012

Date of opening : 21.03.2012

NAME OF WORK : CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 0/0-4/0 (6.40 KMS).
 BADIN SUJAWAL ROAD @ MILE 21/0 , MILE 0/0-4/0 (6.40 KMS).

S.#.	COST OF SCHEDULE "B"	M/s. Haji Sirajuddin Soomro		M/S.Faheem & Naseem Const. Co.		M/S. N.K & Company.	
		RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT
1	PART'A' ROAD WORK.	151648104	155742603	2.70 %above	4.00 %above	157714028	5.50 %above
	i). DIFF; COST OF BITUMEN	8690218	8690218			8690218	8690218
	ii). 3% above ceiling	4549443					
	TOTAL PART'A'	164887765	164432821			166404246	168678968
2	PART'B' (ASPHALT).	20200093	22725105	12.50 %above	15.00 %above	23230107	18.00 %above
	i). DIFF; COST OF BITUMEN	23305431	23305431			23305431	23305431
	ii). 13% above ceiling	2287150					
	TOTAL PART'B'	45792674	46030536			46535538	47141541
3(i)	PART'C' (CULVERTS).	169706 x 24	4072944	62.50 % above.	65.00 % above.	6720358	68.00 % above.
	i). ADD COST OF CARRIAGE	70646 x 24	1695504				
	ii). DIFF; COST OF CEMENT .	35670 x 24	856080			856080	856080
	iii). ADD 20 % ABOVE.	33941 x 24	814584				
	iv). DIFF; COST OF STEEL	13696 x 24	328704			328704	328704
	TOTAL PART'C' (i)	7767816	7803318			7905142	8027330
3(ii)	PART'C' (24 RFT bridge).	1201532	1952490	62.50 % above.	65.00 % above.	1982528	68.00 % above.
	i). ADD COST OF CARRIAGE	553220					
	ii). DIFF; COST OF CEMENT .	250305	250305			250305	250305
	iii). ADD 20 % ABOVE.	240307					
	iv). DIFF; COST OF STEEL	140096	140096			140096	140096
	TOTAL PART'C' (ii)	2385460	2342891			2372929	2408975

**COMPARATIVE STATEMENT / EVALUATION REPORT.
OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY DIVISION BADIN.**

NIT No. TC/G-55/ 24' dated 22.02.2012.

Date of Issue : 20.03.2012

Date of opening : 21.03.2012

NAME OF WORK :

CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 0/0-4/0 (6.40 KMS).
BADIN SUJAWAL ROAD @ MILE 21/0 , MILE 0/0-4/0 (6.40 KMS).

S.#.	COST OF SCHEDULE "B"	M/s. Haji Sirajuddin Soomro		M/S.Faheem & Naseem Const: Co.		M/S. N.K & Company.		
		RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT	
3	<u>PART'D' (STONE PITCHING).</u>	3629222	80.00 % above.	6532600	85.00 % above.	6714061	93.00 % above.	7004398
	I). ADD COST OF CARRIAGE	2251000						
	II). DIFF; COST OF CEMENT.	35670		35670		35670		35670
	III). ADD 20 % ABOVE.	725844						
	TOTAL PART'D'	6641736		6532600		6714061		7004398
	TOTAL PART('A'+ 'B'+ 'C'+ 'D')	227475451		227142165		229931915		233261212
	Contingencies .	3384831						
	TOTAL T.SANCTION	230860282	Saving	333286	Excess	-2456464	Excess.	-5785761

The lowest rates @ 2.70 % above , (Two point seven zero percent above) for Part "A" Road work , 12.50 % above (Twelve point five zero percent above) for Part "B" Asphalt , 62.50% above (Sixty two point five zero percent above) for Part "C" Masonary structures , and 80.0 % above (eighty point zero percent above) for part "D" stone pitching , quoted by M/S. Haji Sirajuddin Soomro , Government Contractors are reasonable , hence recommended for favour of approval .

[Signature]
DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION
BADIN

[Signature]
EXECUTIVE ENGINEER
HIGHWAY DIVISION BADIN

[Signature]
SUPERINTENDING ENGINEER
WORKS & SERVICES
BADIN

APPROVED

[Signature]
PROJECT DIRECTOR /
DEPUTY COMMISSIONER
DEPUTY COMMISSIONER
BADIN

OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY DIVISION

BADIN .

NAME OF WORK :

CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM
BADIN SUJAWAL ROAD AT MILE 17/7 SORHADI SHAKH
TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0 (6.40 KMS).

N.I.T No. & Date :

TC/ G-55 / 241 Dated: 22-02-2012

DATE OF ISSUE :

20.03.2012

DATE OF OPENING : :

21.03.2012

ESTIMATED COST :

246.740 (M).


S.NO.	NAME OF PARTICIPANT FIRM / CONTRACTOR & RATE QUOTED BY EACH OF THEM	RATE PREMIUM OFFERED	REMARKS
-------	---	-------------------------	---------

1 M/S. HAJI SIRAJUDDIN SOOMRO .
Part"A" (Road work) = 2.70 % above.
Part"B"(Asphalt)= 12.50% above.
Part"C"(M/Str:) = 62.50% above.
Part"D"(S/ pitching)=80.0%above .


2 M/S. FAHEEM & NASEEM
CONSTRUCTION Co.
Part"A" (Road work) = 4.00 % above.
Part"B"(Asphalt)= 15.0% above.
Part"C"(M/Str:) = 65.0% above.
Part"D"(S/ pitching)=85.0%above .

3 M/S. N.K. & COMPANY .
Part"A" (Road work) = 5.50 % above.
Part"B"(Asphalt)= 18.0% above.
Part"C"(M/Str:) = 68.0% above.
Part"D"(S/ pitching)=93.0%above .


DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION
BADIN


EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

Opened in my presence


SUPERINTENDING ENGINEER
WORKS & SERVICES
BADIN.

Approved.
PROJECT DIRECTOR /
DEPUTY COMMISSIONER
BADIN.

COMPARATIVE STATEMENT / EVALUATION REPORT.
OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY DIVISION BADIN.

NIT No. TC/G-55/241 dated 22.02.2012.

Date of Issue : 20.03.2012

Date of opening : 21.03.20

NAME OF WORK : CONSTRUCTION OF GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKHD CONNECT
 BADIN SUJAWAL ROAD @ MILE 21/0, MILE 0/0-4/0 (6.40 KMS).

S.#.	COST OF SCHEDULE "B"	M/s. Haji Sirajuddin Soomro		M/S.Faheem & Naseem Const: Co.		M/S. N.K & company.		
		RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT	
3	PART'D' (STONE PITCHING).	3629222	80.00 % above.	6532600	85.00 % above.	6714061	93.00 % above.	7004398
	i). ADD COST OF CARRIAGE	2251000						
	ii). DIFF; COST OF CEMENT.	35670		35670		35670		35670
	iii). ADD 20 % ABOVE.	725844						
	TOTAL PART'D'	6641736		6532600		6714061		7004398
	TOTAL PART('A'+B'+C+D)	227475451		227142165		229931915		233261212
	Contingencies .	3384831						
	TOTAL T.SANCTION	230860282	Saving	333286	Excess	-2456464	Excess.	-5785761

The lowest rates @ 2.70 % above, (Two point seven zero percent above) for Part "A" Bid work, 12.50 % above (Twelve point five zero percent above) for Part "B" Asphalt, 62.50% above (Sixty two point five zero percent above) for Part "C" Masonary structures, and 80.0 % above (eighty point zero percent above) r part "D" stone pitching, quoted by M/S. Haji Sirajuddin Soomro, Government Contractors are reasonable, hence recommended for favour of approval.

[Signature]
 DIVISIONAL ACCOUNTS OFFICER
 HIGHWAY DIVISION
 BADIN

[Signature]
 EXECUTIVE ENGINEER
 HIGHWAY DIVISION BADIN

[Signature]
 SUPERINTENDING ENGINEER
 WORKS & SERVICE
 BADIN

APPROVED

[Signature]
 PROJECT DIRECTOR /
 DEPUTY COMMISSIONER
 DEPUTY COMMISSIONER
 BADIN.

OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY
DIVISION BADIN

NO. TC/G-55/ 519 /2012
Dated: 23 - 04 -2012 .

To

M/S. Pritamdas ,
Government Contractors,
Suite # 63, 2nd Floor Glass Tower,
Near Teentalwar Clifton , Karachi .

SUBJECT: CONSTRUCTION OF 2 NO.PRESTRESSED BRIDGES(120 RFT BRIDGE OVER GHUNI CANAL & 60 RFT BRIDGE OVER SORHADI SHAKH) ALONG GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0 .

Reference: This office N.I.T No.TC/G-55/ 241 dated 22.02.2012 .

The rate quoted by you for the captioned work, approved by Project Director/ Deputy Commissioner, Badin and the Superintending Engineer, Works and Services Badin vide his letter No. SE/W&S/ESTT:/BDN/ 1017 dated 24.03. 2012, being lowest, as mentioned below:-

Part-A 120 Rft Bridge

Rate Rs: 140500/- PRFT (Rupees One Lac Forty Thousand Five Hundred only Per Running Foot) amounting to Rs: 16860000/-

Part-B 60 Rft Bridge

Rate Rs: 140500/- PRFT (Rupees One Lac Forty Thousand Five Hundred only Per Running Foot) amounting to Rs: 8400000/-

You are therefore directed to please start the work under the supervision/ instructions of Assistant Engineer, Highway Sub-Division S.F.Rahu within (7) seven from the date of issue of this letter . The time allowed for completion of work is (12) Twelve months. The Terms and conditions are as under :

1. Road way of Bridge will be as per Code of Practice Highway Bridges 1967.
2. Work will be carried out strictly as per P.W.D specifications.
3. That actual length of the Bridge will be kept as per design of the Consultants based on the study of discharge, hydraulic data, design, of structure shall be based on sub-soil investigation and other requisite parameters.
4. No escalation whatever will be allowed if the work is continued in next years for want of requisite funds.
5. Expenditure should be restricted to the availability of funds.
6. No payment of extra item shall be made unless written order is given to you by this office for execution of such extra items and approval by the competent authority.
7. No separate payment for carriage of materials shall be made. Rates quoted by you, covers the cost of carriage of materials involved.
8. All materials required for construction shall be procured and brought at site by you at your own cost from approved sources/quarries.
9. Potable water required for construction shall be made available by you at your own cost.
10. Copy of vetted drawing and design must be supplied to this office.
11. Construction of P.S Bridge based on RCC pile foundation and super structure with 24' wide clear road way and 4' foot path on either side and 9' kerbing on either side with approved R.C.C Railing on both sides i/c pile foundation, piers and pre-stressed girders, slab, decking, railing, jacks, wall barriers and expansion joints, capping, rubber joints sides designed on 70 tons/AA loading capacity i/c, all types of lab tests/field tests and preparation of Engineering Drawing/Designs from approved designers dully vetted by approved Consultants of Highways Department etc; complete and directed by Engineer in charge.

For completion of contract documents please attend the office of the under signed at once and also nominate responsible person at the site of work to receive orders and instructions of the Assistant Engineer, Highway Sub-Division S.F.Rahu during execution of the work .

EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

Copy F.W.Cs to the Superintending Engineer, Works and Services Badin for information, with reference to his office letter No. SE/W&S/ESTT:/ BDN/ 1407 dated 20.04.2012 .

Copy forwarded to the Assistant Engineer, Highway Sub-Division S.F.Rahu for information and further necessary action . The copy of schedule of payment is enclosed herewith for information . The actual date of start of work should be communicated to this office within schedule time

EXECUTIVE ENGINEER

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- Local Government Department
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
 - 2) PROVINCIAL / LOCAL GOVT / OTHER _____
Executive Engineer Highway Division Badin
 - 3) TITLE OF CONTRACT _____
Civil Works
 - 4) TENDER NUMBER _____
N.I.T No: TC/G-55/ 241 Dated: - 22-02-2012
 - 5) BRIEF DESCRIPTION OF CONTRACT _____
Const.of 2 No.prestress bridges along Golarchi By Pass
 - 6) FORUM THAT APPROVED THE SCHEME _____
PDWP - Forum .
 - 7) TENDER ESTIMATED VALUE _____
Rs: 27.00 Million
 - 8) ENGINEER'S ESTIMATE _____
(For civil works only) Rs: 27.00 Million
 - 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____
12 (twelve) Months.
 - 10) TENDER OPENED ON (DATE & TIME) _____
21.03.2012 @ 2.00 PM
 - 11) NUMBER OF TENDER DOCUMENTS SOLD _____
(Attach list of buyers) 03 Nos:
 - 12) NUMBER OF BIDS RECEIVED _____
03 Nos:
 - 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____
03
 - 14) BID EVALUATION REPORT _____
(Enclose a copy) Copy attached
 - 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____
M/s .Pritam das .
 - 16) CONTRACT AWARD PRICE _____
Rs: 25.290 Million .
 - 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT _____
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1. M/s . Pritam das .
2. M/s Faheem & Naseem Const: Co.
3. M/s Sarwan Construction Company.
 - 18) METHOD OF PROCUREMENT USED : - (Tick one)
a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/ Local
b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
c) TWO STAGE BIDDING PROCEDURE _____
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

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

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

21) ADVERTISEMENT :

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

Yes	ID No: 6911 / 2012 . SR.NO. 11296 .
No	

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

Yes	Daily Ibrat dated 28.2.2012 / Daily Express dated 29.02.2012 & others daily News papers .
No	

22) NATURE OF CONTRACT

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

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

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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

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

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

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

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

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

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

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

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

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

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

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

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

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

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

Yes	
No	No

Signature & Official Stamp of
Authorized Officer **EXECUTIVE ENGINEER**
HIGHWAYS DIVISION
M. BADIN.

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print Save Reset

NIT No. TC/G-55/241 dated 22.03.2012.

NAME OF WORK :

CONSTRUCTION OF 2 NO. PRESTRESSED BRIDGES (120 RFT OVER GONI CANAL & 60 RFT BRIDGE OVER SORHADI SHAKH)
ALONG GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 1777 SORHADI SHAKH TO CONNECT BADIN SUJAWAL
ROAD @ MILE 21/0 , MILE 0/0-4/0 (6.40 KMS).

Date of issue
Date of opening 21.03.2012

S.#.	Description .	M/s. Pritam das .		M/S.Faheem & Naseem Const: Co.		M/S. Sarwan Const: Company.	
		RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT

1	Prestressed bridge .	120 RFT	140500.00	P.RFT	16860000.0	145000.00	P.RFT	17400000.0	150000.00	P.RFT	18000000.00
2	Prestressed bridge .	60 RFT	140500.00	P.RFT	8430000.0	145000.00	P.RFT	8700000.0	150000.00	P.RFT	9000000.00

TOTAL :- 25290000.00

27800000.00

The lowest rates Rs. 140500/00 (Rupees One lac forty thousand five hundred) only P.RFT. quoted by M/S. Pritam Das , Government Contractors are reasonable ,hence recommended for favour of approval.

DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION
BADIN

[Signature]
EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

[Signature]
SUPERINTENDING ENGINEER
WORKS & SERVICES
BADIN

APPROVED

[Signature]
PROJECT DIRECTOR /
DEPUTY COMMISSIONER
BADIN.

ISSUED TO: - MIS-PRITAMDAS.

D.R. NO: - 62 Dated 20/3/2012

NIT NO: - TC/G-55/241 dated 22-02-2012

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

Name of work

FORM - C -
P.W. DEPARTMENT.

Const. of 02 Nos. Prestressed Bridges (20 Rft Bridge over Guni Canal & 60 Rft Bridge over Sorhadi Shakh) along Golench Bye-Pass road from Badin Sujawal road at mile 17/7 Sorhadi Shakh to connect Badin Sujawal road @ rate 21/0.

Notes:-

- 1) Where earnest money is to be deposited the tender must be accompanied by Cash or by a receipt from the Officer Incharge of the Civil Treasury for the requisite amount which will be repaid by the Executive Engineer, should the tender is not be accepted. In case the tender is accepted, the earnest money will be returned to the Contractor on his furnishing the cash portion of the security deposit required from him.
- 2) If the tender is accepted separate agreement shall be necessary and the tender itself shall be treated as the Contract.
- 3) For signature on the tender, see rule-i within

Tender for a Lumpsum Contract.

TENDER AND CONTRACT.

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. In the event of tender being submitted by a firm, it must be signed by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by person or persons holding a power of attorney authorizing him or them to do so.
2. Receipt for payment made on account of any work when executed by a firm should also be signed by all the partner & except where the Contractors are described in their tender as a firm in which case the receipt shall be signed in the name of the firm by one of the partner or by some other persons having authority to give effectual receipts for the firm.
3. The amount of the earnest money to be deposited shall be a sum of Rs. 0.540 (M) in item (c) of memorandum 1. Such earnest money should generally be paid by the Contractors direct into Treasury of a Sub Treasury and receipt obtained thereof should be attached to the tender or earnest money accompany the tender in shape of deposit, at call or cash deposited in the office of the Executive Engineer at least one hour before the opening of tenders. No cheque will be accepted in any case.
4. The Executive Engineer or his duly authorized assistant will open the tender 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 a suitable form. Receipt of the earnest money forwarded with tenders shall be given to the Contractors on the date the money is received. In the event of a tender being accepted the contract shall then open for the purpose of identification sign copies of the specifications and such other documents as may be necessary. In the event of tender being rejected the Divisional Officer shall authorize the Treasury Officer/Bank concerned to refund the amount of the earnest money deposited by the Contractors placing the tenders on his giving a receipts for the return of the money.
5. The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. Every Contractor shall, unless exempted in existing by the Superintending Engineer, produce alongwith his tender a solvency certificate from the Collector of the District within which he resides or a Banker's certificate of his financial stability. If he fails to produce such a certificate his tender may not be considered.

(Signature)
CIVIL ENGINEER
BADIN

(Signature)
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN

I/We M/S PRITAM DAS

do hereby tender to execute the

wholes of the work described in the drawing nos. _____ and according to

the annexed specification signed by _____ and _____

dated _____ for the sum of Rs. 140000/- (Rupees one lac forty thousand only)

MEMORANDUM

- a. If several sub works are included, they should be detailed in separate list.
- b. The amount of earnest money to be deposited shall be in accordance with the provisions of para 202 and 203 of P.M.D. Manual.
- c. This deposit shall be in accordance with, para 203 & 209 of P.M.D. Manual.

Const. No. 02 No. Restressed Bridges (20 Rft Bridge over Canal & 60 Rft Bridge over Sorhadi Shakh along Golarchi By-pass from Badin Sujanal road at nile 17/7. Sorhadi Shakh to connect Badi Sujanal road @ nile 21/0.

General description

b. Amount of earnest money to be paid into Treasury in cash.
2% = 0.54 (M)

c. Security deposits:-
3% = 0.81 (M)
 (i) Cash (not less than the amount of earnest money).

ii) To be deducted from current bill Rs. _____

5% Total. Rs. = 1.35 (M)

Estimated Cost = 27.00 (M)

- d. This percentage where no security deposit is taken will vary from _____ to _____ according to the requirements of the case see note clause 10 of condition of contract.
- e. Give schedule where necessary showing dates by which the various items to be completed.

d. Percentage if any to be deducted from bills (to make up the total amount required as security by (c) above.

Percentage _____

e. Time allowed for the work from the date of written order to commence (12) Twelve months.

Should this tender be accepted.

I/We do hereby agree and bind myself/ourselves abide/amount to spend and fulfil all the conditions annexed to the said specification, or in fault thereof to forfeit and pay to the Governor or words and of West Pakistan (herein after referred to as the Government) penalties or sum of money mentioned in the said conditions.

Receipt No. CLP004339 dt: 19/3/2012 from the S.S. Bank Limited in respect of the sum of Rs. 550,000/- is herewith forwarded

representing the earnest money the full value of which is to be absolutely forfeited to the Government should I/we not deposited the full amount of security specified in the above memorandum otherwise the said amount/sum of Rs. 540,000/- shall be returned by Govt. as an account of security deposit as aforesaid demand.

Signature of party tendering.

Address.

Signature of Witness

Address:

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

Dated the _____ day of _____ 197

[Handwritten signature]

[Handwritten signature]
 EXP. _____

SCHEDULE 'B'

NAME OF WORK:- *Const. of 02 Nos: Prestressed Bridge (120 Rft Bridge over Guni Canal & 60 Rft Bridge over Sorhadi Shakh) along Golamdi Bye-Pass road from Badin Sindh road at mile 18/7 Sorhadi Shakh to connect Badin Sindh road @ mile 21/0*

NO.	DESCRIPTION.	QUANTITY APPROXIMATE LENGTH.	UNIT. RATE PER RFT.	AMOUNT.
-----	--------------	------------------------------	---------------------	---------

	<i>120 Rft Bridge</i>	<i>140500/</i>	<i>140500/</i>	<i>16860000/</i>
<i>Total amount</i>	<i>one cross singly four lanes singly</i>			

PK

	<i>60 Rft Bridge</i>	<i>140500/</i>	<i>140500/</i>	<i>8400000/</i>
<i>Total amount</i>	<i>singly four lanes</i>			

PK

GRAND TOTAL = 25260000/
two cross singly two lanes singly

PK
 CONTRACTOR.

A.
 EXECUTIVE ENGINEER
 HIGHWAYS DIVISION
 BADIN.

D.R. NO:- 58 Dated 20/3/2012

NIT NO:- TC/G-55/241 dated 22-02-2012

Imman
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

Name of work

FORM - C-
P.W. DEPARTMENT.

Const. of 02 Nos. Prestressed Bridges (120 Rft Bridge over Guni Canal & 60 Rft Bridge over Sorhadi Shaikh) along Golarchi Bye-pass road from Badin Sujawal road at mile 17/7 Sorhadi Shaikh to connect Badin Sujawal road @ rate 2/10.

Where earnest money is to be deposited the tender must be accompanied by cash or by a receipt from the Officer Incharge of the Civil Treasury for the requisite amount which will be repaid by the Executive Engineer, should the tender is not be accepted. In case the tender is accepted, the earnest money will be returned to the Contractor on his furnishing the cash portion of the security deposit required from him.

Tender for a Lumpsum Contract.

TENDER AND CON-TRACT.

If the tender is accepted separate agreement shall be necessary and the tender itself shall be treated as the Contract.

For signature on the tender, see rule-i within

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

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

Receipt for payment made on account of any work when executed by a firm should also be signed by all the partner except where the Contractors are described in their tender as a firm in which case the receipt shall be signed in the name of the firm by one of the partner or by some other persons having authority to give effectual receipts for the firm.

The amount of the earnest money to be deposited shall be a sum of Rs. 0.540 (M) in item (c) of memorandum 1. Such earnest money should generally be paid by the Contractors direct into Treasury of a Sub Treasury and receipt obtained thereof should be attached to the tender or earnest money accompany the tender in shape of deposit, at call or cash deposited in the office of the Executive Engineer at least one hour before the opening of tenders. No cheque will be accepted in any case.

The Executive Engineer or his duly authorized assistant will open the tender 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 a suitable form. Receipt of the earnest money forwarded with tenders shall be given to the Contractors on the date the money is received. In the event of a tender being accepted the contract shall then open for the purpose of identification sign copies of the specifications and such other documents as may be necessary. In the event of tender being rejected the Divisional Officer shall authorize the Treasury Officer/Bank concerned to refund the amount of the earnest money deposited by the Contractors placing the tenders on his giving a receipts for the return of the money.

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

Every Contractor shall, unless exempted in existing by the Superintending Engineer, produce alongwith his tender a solvency certificate from the Collector of the District within which he resides or a Banker's certificate of his financial stability. If he fails to produce such a certificate his tender may not be considered.

[Signature]
Contractor

[Signature]
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

I/We M/s Fabeem & Naseem Const. Co. do hereby tender to execute the
work of the work described in the drawing nos. _____ and according to

annexed specification signed by _____ and _____

for the sum of Rs. 1,45,000/- ~~Per Rs.~~ One lac forty five thousand only.

M E M O R A N D U M.

If several sub works are included, they should be detailed in separate list.

The amount of earnest money to be deposited shall be in accordance with the provisions of para 202 and 203 of P.P.O. Manual.

This deposit shall be in accordance with, para 203 & 209 of P.P.O. Manual.

Estimated Cost = 27.00 (M)

This percentage where no security deposit is taken will vary from _____ to _____ according to the requirements of the case see note clause of condition of contract.

Give schedule where necessary showing dates by which the various items to be completed.

Const. of 02 Nos. Prestressed Bridges (20 Rft Bridge over Canal & 60 Rft Bridge over Sorhadi Shakh) along Golarchi Bypass from Badin - Sujawal road at mile 17/7 Sorhadi Shakh to connect Badin - Sujawal road @ mile 21/0.

b. Amount of earnest money to be paid into Treasury in cash.

2% = 0.54 (M)

c. Security deposits:-
3% = 0.81 (M)

i) Cash (not less than the amount of earnest money).

ii) To be deducted from current bill
Rs. _____

5% Total. Rs. = 1.35 (M)

d. Percentage if any to be deducted from bills (to make up the total amount required as security by (c) above.

Percentage _____

e. Time allowed for the work from the date of written order to commence (12) Twelve months.

Should this tender be accepted.

I/We do hereby agree and bind myself/ourselves abide/amount to spend and fulfil all the conditions annexed to the said specification, or in fault thereof to forfeit and pay to the Governor war words and of West Pakistan (herein after referred to as the Government penalties or sum of money mentioned in the said conditions.

Karachi Receipt 606820 dt: 19/3/2012 from the Govt. M.C.R. Ltd. in respect of the sum of Rs. 540,000/- is herewith forwarded.

On presenting the earnest money the full value of which is to be absolutely forfeited to the Government should I/We not deposited the full amount of security specified in the above memorandum otherwise the said amount/sum of Rs. 540,000/- shall be returned by Govt. as an account of security deposit as aforesaid demand.

Signature of party tendering.

Address.

Signature of Witness

Address:

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

Dated the _____ day of _____ 197

(Contractor)

A.
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

SCHEDULE 'B'

NAME OF WORK:-

Const. of 02 Nos. Prestressed Bridge (120 Rft Bridge over Guni Canal & 60 Rft Bridge over Sorhadi Shateh) along Golarali Bye-pass road from Badin Sijamal road at mile 17/7 Sorhadi Shateh to Guni Badin Sijamal road @ mile 21/0

DESCRIPTION.

QUANTITY

UNIT.

AMOUNT.

APPROXIMATE LENGTH.

RATE PER RFT.

120 Rft Bridge = 145,000/- Rs. 1,74,00,000/-
Per Rft

Total Amount: One Crore Seventy Four lacs only.

[Handwritten signatures]

60 Rft Bridge = 145,000/- Rs. 87,00,000/-
Per Rft

Total Amount: Eighty Seven lacs only.

[Handwritten signatures]

[Handwritten signature]
SUPERVISOR.

[Handwritten signature]
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

ISSUED TO: M/S. Sarwan Const. Co.

R. NO: 61 Dated 20/3/2012

IT NO: TC/G-55/241 dated 22-02-2012

M. M. M. M.
EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

Name of work

FORM - C-
P.W. DEPARTMENT.

Const. of 02 Nos. Prestressed Bridges (120 Rft Bridge over Guni Canal & 60 Rft Bridge over Sorhadi Shakh) along Golarch Bye-pass road from Badin Sujawal road at mile 17/7 Sorhadi Shakh to connect Badin Sujawal road @ width 21'0"

Where earnest money is to be deposited the tender must be accompanied by Cash or by a receipt from the Officer Incharge of the Civil Treasury for the requisite amount which will be repaid by the Executive Engineer, should the tender is not be accepted. In case the tender is accepted, the earnest money will be returned to the Contractor on his furnishing the cash portion of the security deposit required from him.

Tender for a Lumpsum Contract.

TENDER AND CONTRACT.

If the tender is accepted separate agreement shall be necessary and the tender itself shall be treated as the Contract.

For signature on the tender, see rule-i within

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

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


Receipt for payment made on account of any work when executed by a firm should also be signed by all the partner & except where the Contractors are described in their tender as a firm in which case the receipt shall be signed in the name of the firm by one of the partner or by some other persons having authority to give effectual receipts for the firm.


The amount of the earnest money to be deposited shall be a sum of Rs. 0.540 (M) in item (c) of memorandum 1. Such earnest money should generally be paid by the Contractors direct into Treasury of a Sub Treasury and receipt obtained thereof should be attached to the tender or earnest money accompany the tender in shape of deposit, at call or cash deposited in the office of the Executive Engineer at least one hour before the opening of tenders. No cheque will be accepted in any case.

The Executive Engineer or his duly authorized assistant will open the tender 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 a suitable form. Receipt of the earnest money forwarded with tenders shall be given to the Contractors on the date the money is received. In the event of a tender being accepted the contract shall then open for the purpose of identification sign copies of the specifications and such other documents as may be necessary. In the event of tender being rejected the Divisional Officer shall authorize the Treasury Officer/Bank concerned to refund the amount of the earnest money deposited by the Contractors placing the tenders on his giving a receipts for the return of the money.

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

Every Contractor shall, unless exempted in existing by the Superintending Engineer, produce alongwith his tender a solvency certificate from the Collector of the District within which he resides or a Banker's certificate of his financial stability. If he fails to produce such a certificate his tender may not be considered.


(Contractor)


EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

SCHEDULE 'B'

NAME OF WORK:- *Consist of 02 Nos. Prestressed Bridge (120 Rft Bridge over Guni Canal & 60 Rft Bridge over Sorhadi Ghatak) along Golavali Bye-pass road from Badin Express road at mile 17/7 Sorhadi Ghatak to connect Badin Express road @ mile 2/6.*

DESCRIPTION.	QUANTITY APPROXIMATE LENGTH.	UNIT. RATE PER RFT.	AMOUNT.
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*120 Rft Bridge, 15000/- = 1800000/-
Per Rft.*

Total Amount: One Crore Eighty Lacs only.

SE  

*60 Rft Bridge, = 15000/- = 900000/-
Per Rft*

Total Amount: Ninety Lacs only.

SE    


CONTRACTOR.

EXECUTIVE ENGINEER
HIGHWAYS DIVISION
BADIN.

OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY DIVISION

BADIN .

DESCRIPTION OF WORK :

CONSTRUCTION OF 2 NO. PRESTRESSED BRIDGES (120 RFT OVER GUNI CANAL & 60 RFT BRIDGE OVER SORHADI SHAKH) ALONG GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD AT MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL ROAD @ MILE 21/0 (6.40 KMS).

No. & Date :

TC/ G-55 / 241 Dated: 22-02-2012

DATE OF ISSUE :

20.03.2012

DATE OF OPENING : :

21.03.2012

ESTIMATED COST :

27.00 (M).

NAME OF PARTICIPANT FIRM / CONTRACTOR & RATE QUOTED BY EACH OF THEM	RATE PREMIUM OFFERED	REMARKS
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M/S. Pritam Das .

@ Rs. 140,500/00 Per RFT .

M/S. Faheem & Naseem Construction Co.

@ Rs. 145,000/00 Per RFT .

M/S. Sarwan Construction Co.

@ Rs. 150,000/00 Per RFT .


DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION
BADIN


EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN

Witnessed in my presence

Approved


SUPERINTENDING ENGINEER
WORKS & SERVICES
BADIN.


PROJECT DIRECTOR /
DEPUTY COMMISSIONER
BADIN.

**COMPARATIVE STATEMENT / EVALUATION REPORT .
OFFICE OF THE EXECUTIVE ENGINEER HIGHWAY DIVISION BADIN .**

NIT No. TC/G-55/ 241 dated 22.02.2012 .

Date of Issue : 20.03.2012

Date of opening : 21.03.2012

NAME OF WORK :

CONSTRUCTION OF 2 NO. PRESTRESSED BRIDGES (120 RFT OVER GONI CANAL & 60 RFT BRIDGE OVER SORHADI SHAKH)
ALONG GOLARCHI BY PASS ROAD FROM BADIN SUJAWAL ROAD @ MILE 17/7 SORHADI SHAKH TO CONNECT BADIN SUJAWAL
ROAD @ MILE 21/0 , MILE 0/0-4/0 (6.40 KMS).

S.#.	Description .	M/s. Pritam das .		M/S.Faheem & Naseem Const: Co.		M/S. Sarwan Const: Company.	
		RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT	RATE QUOTED	AMOUNT
1	Prestressed bridge . 120 RFT	140500.00	P.RFT 16860000.0	145000.00	P.RFT 17400000.0	150000.00	P.RFT 18000000.00
2	Prestressed bridge . 60 RFT	140500.00	P.RFT 8430000.0	145000.00	P.RFT 8700000.0	150000.00	P.RFT 9000000.00
		TOTAL :- 25290000.00		26100000.00		27000000.00	

The lowest rates Rs. 140500/00 (Rupees One lac forty thousand five hundred) only P.RFT.
quoted by M/S. Pritam Das , Government Contractors are reasonable ,hence recommended for favour of
approval .


DIVISIONAL ACCOUNTS OFFICER
HIGHWAY DIVISION
BADIN


EXECUTIVE ENGINEER
HIGHWAY DIVISION
BADIN


SUPERINTENDING ENGINEER
WORKS & SERVICES
BADIN

APPROVED


PROJECT DIRECTOR /
DEPUTY COMMISSIONER BADIN
DEPUTY COMMISSIONER
BADIN.