


BID EVALUATION REPORT

1.	Name of Procuring Agency	District Government Kashmir @ Kandhkot.				
2.	Tender Reference No:	No: D.O (B) TC/G-55/ 520 Dated: 01-06-2011				
3.	Tender Description/Name of Work/Item	PROVIDING AND FIXING FOUNTAINS AT VARIOUS ENTRIES AND CLOCK TOWER AT KANDHKOT				
4.	Method of Procurement	Single Stage – One Envelope Procedure				
5.	Tender Published	Website				
6.	Total Bid document Sold	3 Nos:				
7.	Total Bid Received	3 Nos:				
8.	Technical Bid Opening date: (if applicable)	Not Applicable				
9.	No of Bid Technically Qualified (if applicable)	Not Applicable				
10.	Bid(s) Rejected:	NIL				
11.	Financial Bid Opening Date	21-06-2011				
12.	Bid Evaluation Report:					
S.No:	Name of Firm or Bidder	Cost of Offered by the Bidder	Ranking in terms of cost	Comparison with Estimate Cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s. Balouch Enterprises	Rs: 1041172/-	1 st Lowest	Rs: 746/- Saving	Lowest	Recommended for award of work
2	Mr. Mohammad Salah Sabzoi	Rs: 1045484/-	2 nd Lowest	Rs: 3566/- Excess	High	Not recommended due to high rates
3	M/s. Mohanmad Ilyas & Co.	Rs: 1049812/-	3 rd Lowest	Rs: 7894/- Excess	Higher	Not recommended due to higher rates


DEPUTY DISTRICT OFFICER
(BUILDINGS) KANDHKOT


DIVISIONAL ACCOUNTS OFFICER
(BUILDINGS) KASHMORE @ KANDHKOT


DISTRICT OFFICER (BUILDINGS)
KASHMORE @ KANDHKOT

SINDH PUBLIC PROCUREMENT REGULATOR AUTHORITY
CONTRACT EVALUATION FORM
TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC
CONTRACTOR OF WORKS SERVICES AND GOODS

- | | | |
|-----|---|--|
| 1) | Name of Organization/Dept: | Buildings, Works & Services
Department Kashmore @ Kandhkot. |
| 2) | Provincial/Local Govt: Other | District Government Kashmore at
Kandhkot. |
| 3) | Title of contract | <u>P/F FOUNTAINS AT VARIOUS ENTRIES AND
CLOCK TOWER AT KANDHKOT.</u> |
| 4) | Tender Number | -- |
| 5) | Brief Description of Contract | <u>P/F FOUNTAINS AT VARIOUS ENTRIES AND
CLOCK TOWER AT KANDHKOT.</u> |
| 6) | Forum that approved the scheme | EDO W&S Kashmore @ Kandhkot |
| 7) | Tender Estimated value | 1.041 (M) |
| 8) | Engineers Estimate (for civil work only) | 1.042 (M) |
| 9) | Estimate completion Period as per contract | (06 Months) |
| 10) | Tender Open on (Date and Time) | 21-06-2011 @ 02.00 P.M |
| 11) | Number of Tender Documents SIO.D
(attached List Buyer) | 03 Nos: |
| 12) | Number of Bids Received | 03 Nos: |
| 13) | No of Bidders Present at the time of
Opening Of Bids | 03 Nos: |
| 14) | Bid Evaluation Report (enclosed a copy) | Copy enclosed |
| 15) | Name & Address of the Successful bidder | M/s. Balouch Enterprises |
| 16) | Contract Award Price | 1.041 (M) |
| 17) | Ranking of successful bidder in Evaluation
Report (i.e 1 st 2 nd 3 rd evaluation Bid) | 1 st Lowest |
| 18) | Method of procurement used (Tick One) | Local |
| | a) Single Stage-One envelope procedure | <input checked="" type="checkbox"/> |
| | b) Single Stage-Two envelope procedure | <input type="checkbox"/> |
| | c) Two Stage Bidding procedure | <input type="checkbox"/> |
| | d) Two Stage Two envelope Bidding procedure | <input type="checkbox"/> |
| | Please specify in any other method of
Procurement was adopted i.e emergency Direct
Contracting etc with brief reason. | |
| 19) | Approving Authority for award of contract | Executive District Officer
(Works & Services) Department
Kashmore @ Kandhkot |

OFFICE OF THE DISTRICT OFFICER (BUILDINGS) KASHMORE @ KANDHKOT.

No. TC/G-55/ 653 of 2011 KASHMORE @ KANDHKOT DATED: 28/6/2011.

To,

M/s. Balouch Enterprises
Government Contractor
Kandhkot.

SUBJECT:- PROVIDING AND FIXING FOUNTAINS AT VARIOUS ENTRIES AND CLOCK TOWER AT KANDHKOT CITY.

The lowest rate (details as noted below) offered by you for the work noted above on 21.06.2011 are found reasonable and therefore is hereby accepted. Total tender amount is Rs. 1041172/-.

- a). New composite Schedule of Rates Buildings item of 2004. 23.15% above (Twenty three decimal one five percent above).
- b). New scheme of Rates for internal W/S External W/S fitting item of 1995. — Nil —
- c). Public Health Engineering Schedule of Rates of 1995. — Nil —
- d). New Electrical schedule of P.W.D. — Nil —
- c). Quoted Rates. Rs. 361800/-

You are therefore directed to please attend office of the undersigned within (seven) days for the completing the tender documents for sanction by the competent authority. Till agreement a sanctioned all clause of agreements will be treated as enforced and operative.

You are further directed to obtain necessary instructions from Deputy District Officer (Buildings) Kandhkot at start the work within a week's time from the date of issue of this work order and complete it within period of (6) Six months.

It should be noted that

- i. The work shall be carried out as per public works departments hand book and other specification of this office as directed.
- ii. No premium will be paid on item based on market rates and sanctioned by the competent authority outside the schedule of rates inference.
- iii. Nothing shall be paid for cartage off any material what so ever brought at the site of work including material from (Government Stores).
- iv. Only Bholari / Sori sand will be used in all items involving use of cement.

Copy with compliments to:-

Copy fwc's to the Executive District Officer (Works & Services) Kashmore @ Kandhkot with reference to this office letter No. cited above.

The Deputy District Officer (Buildings) Kandhkot for information, and he is directed to please intimate the actual date of start of work and progress report as per stage under clause-2 of the agreement be promptly reported to Division Office for taking necessary action.

DISTRICT OFFICER (BUILDINGS)
KASHMORE @ KANDHKOT

Ayaz Ahmed

COMPRATIVE STATEMENT

Name of Work:-

PROVIDING AND FIXING FOUNTAINS AT VARIOUS ENTIRES AND CLOCK TOWER AT KANDHOKT (CITY)

Date of Iss:-

21-06-2021

Date of Opening:-

21-06-2021

Estimated Cost

1.042 (M)

Duration

06 Months

No.	Contractor	Premium Quoted By Contractor	Remarks
01.	M/s. Baloch Enterprises	23.15% Above (Building Schedule) Quoted Rate Rs.361800/-	
02.	Mr. Mohammad Salah Sabzoi	24.05% Above (Building Schedule) Quoted Rate Rs.361950/-	
03.	M/s. Hyes & Co.	24.91% Above (Building Schedule) Quoted Rate Rs.362300/-	

Submitted to D.O

The rate viz. 23.15% above on Electric Schedule at Quoted rate Rs.361800/- and quoted by M/s. Baloch Enterprise, Government Contractor is stood to rest.

if approved the work order may be issued.


D.O.


D.A.O.

NAME OF WORK:- PRO

Schedule "B"	Premium	Car
01	02	0

01. Building Schedule of Rate.

46540 95061 127

02. Non-Schedule of Rate.

361800

824340 95061 127

OFFICE OF THE DISTRICT OFFICER (BUILDINGS) KASHMORE @ KANDHKOT.

B-TENDER

Order of Mr. / M/s. Baloch Inter Price on payment of Rs 1500/-
Received vide OR No. 1381 dated: 21-6-2011 publicity invited vide
This office letter No. TC/G-55/520 dated 01-06-2011.

DISTRICT OFFICER (BUILDINGS)
KASHMORE @ KANDHKOT

I/we hereby tender for the execution for the Government of Sindh (hereinbefore) to as Government
the work specified in the under memorandum within the time specified in such
memorandum at 23.15 % Above percent below / above the estimated
rates entered in schedule B of the memorandum showing items of work to be carried out and accordance
in all respect with the specification designs, drawing and instruction given in pursuance of the tender
and in clause 12 of the annexed conditions of contract 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" here to.

MEMORANDUM.

- | | | |
|-----|--|---|
| (a) | General Description | Providing and Fixing Fountains at Various Entries and Clock Tower at Kandhkot City. |
| (b) | Estimates Cost | Rs 1,000 (M) |
| (c) | Earnest Money | 2% Rs 20000/- |
| (d) | Security Deposit (including earnest money) | 5% Rs 50000/- |
| (e) | Percentage if any to be deducted from bills (Rs. Three percent) | 3% Rs 30000/- |
| (f) | Time allowed for completion of work from the date of written order to commence | 06 months. |

Schedule this tender be accepted I/we hereby agree to abide by fulfill all the terms and provision of the conditions of contract hereto so far as applicable, and in default hereof to forfeit and pay to Government of Sindh of this successor in office of the sums of money mentioned this said conditions.

Receipt No. 2221699 dated 06-06-2011 from the Government Treasury at Allied Bank k.kat in respect of the sum Rs. 20000/- is herewith forwarded representing. The earnest money (a) the full value of which is to be absolutely forfeited to the Government of Sindh or his successor on office I/we should not deposit the full amount of Security Deposit specified on the above memorandum in accordance with clause 1 (A) of the said conditions, otherwise the said sum of Rs. 20000/- shall be retained by the Government as on accounts of such security deposit as aforesaid or (B) the full value of which shall be retained by the Government on account of the security deposit specified clause 1 (B) of the conditions.

CONTRACTOR

DISTRICT OFFICER (BUILDINGS)
KASHMORE @ KANDHKOT

SCHEDULE-(B)

PROVIDING ARTIFICIAL ARTICLES AND FOUNDATION AT KANDHKOT CITY.

Part "A" Schedule Items

S. No.	Item of work	Qty	Rate	Unit	Amount
01.	Face brick work in ground floor in 1:6 (S.I.No. 5 (i) P-25)	530 Cft	4246/30	%Cft	22505/-
02.	Tile 6 x 6" x 3/4" on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick including washing and filling of joints with slurry of white cement pigment in desired shape with finishing cleaning and cost of wax polish etc complete including cutting tiles to proper profile (S.I.No. 60 P-53)	809 Sft	13663/35	%Sft	110537/-
03.	Reinforced cement concrete work including all labour and material except the cost of steel reinforced and its labour for bending and binding which will be paid separately. This rate also includes all kinds of form moulds lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle 1:2:4 (S.I.No. 06 (i) P-19)	174 Cft	114/-	P.Cft	19836/-
04.	Fabrication of mild steel reinforcement for cement concrete including cutting bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars) (S.I.No. 7 (ii) P-20).	7.76 Cwt	2772/55	P.Cwt	21515/-
05.	Small iron work such as gusset plate knee bends stirrups rings etc i.e cutting, drilling, rearing, handing assembling and fixing but excluding erection in position. (S.I.No. 01 P-96).	74.17 Cwt	3384/96	P.Cwt	288147/-
				Total	462540/-

PART "B" NON-SCHEDULE ITEMS.

(A) P/F Monuments i/c castage at site i/c all labour and material etc complete as per direction of engineer incharge.

01. P/F fountain i/c motor etc and (deeya) etc

02. P/F fountain i/c structure motor etc complete

03. P/F Small bridge for

01 No.	144950/-	Each	144950/-
01 No.	138800/-	Each	138800/-
01 No.	78050/-	Each	78050/-
		Total	361800/-

[Signature]
CONTRACTOR

DISTRICT OFFICER (BUILDING)
KASHMIRE @ KANDHKOT

Name of Work: *Providing & Eriging Eutains at Various Bunkers & Clock Tower at Karachi City.*

Issued to: *M/s. Babuch Enterprises*

Govt. Contractors

P.W.D. 287

G.O. W.P.D. Nos. 1928 of 6-2-57, 567 of 6-1-36, 1659 of 27-9-57, G.C.M.P. and M. Dept. No. 383-1931 of 9-11-57 (P.W.D.) No. 6-172, 2-W of 22-2-59, 12-10-41 and 2-5-61, 652-W of 22-2-59, 12-10-41 and 2-2-44, 652-W of 1038/114 of 28-2-49, 1-47-W2 of 12-12-50

PUBLIC WORKS DEPARTMENT

Circular
Director

Date of Issue: *21-06-2011*

Date of Opening: *21-06-2011*

Percentage Rate Tender and Contract for works

General Rules and Direction for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in form of invitation to tender posted on a board hung up in the office of Executive Engineer and signed by the Executive Engineer, and the details of the works to be tendered will be supplied to the prospective tenderers on their request.

The invitation will state the work to be carried out, as well as the date for submission and the time allowed for carrying out the work; also the amount to be deposited with the tender, and the amount of the earnest money to be deposited by the successful tenderers and the percentage to be deducted from bills. It will also state whether refund of agency charges and ground rents will be granted. Copies of the specifications, drawings and estimated rates schedule and any other documents in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection in the office of the Executive Engineer during office hours.



If the tender being submitted by a firm, it must be signed by the partner thereof, or in the event of the absence of any partner, by a person holding a power-of-attorney authorized by the firm.

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

4. Any person who submits a tender shall fill up the usual printed form, stating at what percentage above or below the rates specified in Schedule 'B' of the memorandum showing items of work to be carried out, he is willing to undertake the work. Only one rate of such percentage, on all the estimated rate/schedule rates shall be framed. Tenders which propose any alteration to the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. The form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have name and number of the work to which they refer written outside the envelope.

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

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

I. (iii) G/25-1

July

[Signature]

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 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. 222-1699 dated 6.6.2011 from Government Treasury of Amount to be paid in words and figures

Sub-Treasury at ABL Kanak in respect of the sum of Rs. 20,000/-

in favour of contractor representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should 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. 20,000/- shall be retained by Government on account of such security deposit as earnest said or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions. Strike out (a) if no security deposit is to be retained. Strike out (b) if any security deposit is to be retained.

Dated the _____ day of _____ 198 _____

(Witness) ?

(Address)

(Occupation)

Signature of contractor on submission of tender and receipt of earnest money.

The above tender is hereby accepted by me on behalf of the Government of Signature of the officer in charge accepted.

Sind. Contractor No. 1041172/01 of 23.15.98 Muzir Khan
Quater No. 3618/01

Executive Engineer,

Division (or his duly authorised Assistant).

Dated the _____ day of _____ 198 _____

(Signature)
District Officer (Buildings)
Government of Kanak

Conditions of Contract

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

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

Security deposit.

(Signature)

(Signature)

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

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

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

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

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

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

Power to take possession of or require removal of or sale contractors, plant

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 of 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.

Selection time.

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 P.W.D. 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.

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

Bills to be submitted
monthly.

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

Bills to be on Printed
Forms.

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

Stores supplied by
Government.

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

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

Clause 14.—The Engineer-in-charge shall have powers 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 by 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 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

Alterations in Specifi-
cation and Designs not
to invalidate Contracts.

Handwritten signature

Handwritten initials

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 and conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right matter, or the thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof.

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

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

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule 3 such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

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

Clause 35.—The percentage referred to in the tender shall be deducted from/ 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 rent for stock-taking materials if 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 rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Clause 37.—The contractor shall be responsible for and shall pay any compensation to this workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section (1) of section 12, of the said Act on behalf of the contractor, it shall be recoverable by 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.

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Clause 51.—Where the authority competent to accept a tender is any of the following authorities the contractor will not be entitled to withdraw or apply for the return of the earnest money before expiry of the period mentioned below against such authority commencing from the date of opening of the tender.

When the sanctioning authority for the tender is:—

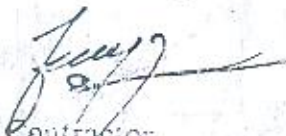
Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

Clause 52.—“If any question, difference or objection what so ever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of their party, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for and 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. 1006-1 dated 21st February, 1930, wherein the responsibility of getting the tender checked efficiently is placed on me.


Contractor

Executive Engineer.


District Officer (Buildings)
Executive Engineer
Division

SCHEDULE B.

STATE OF MICHIGAN SHOWING ITEMS OF WORK TO BE CARRIED OUT

Item No.	Quantities estimated but may be more or less	Name of work	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
<p><i>Schedule is Separately attached</i></p>						

Note 1—All work shall be carried out as per Public Works Department's 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—Bates 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)

[Signature]
(Signature of ~~Ministry Engineer~~ *Buildings*)

[Signature]
Assistant Engineer, *Buildings*

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