

Issued to M/s Abu Bakar Electric vide DR NO. 876 dt 9-6-2011 R: 500/- 2(9)

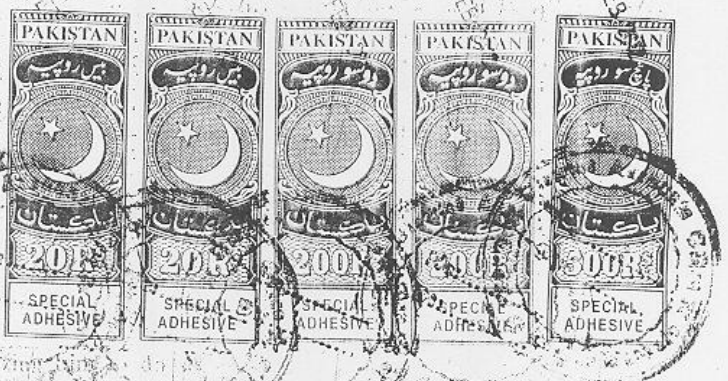
Name of work, ADR Drk Remban GHS Gulu Pk. Eled.

Percentage Retention and Control for work

General Rules and Directions for the Guidance of Contractors.

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

This form shall contain the nature of the work; also the amount of the work; and the amount of the refund or the percentage thereof to be granted. Copy of the rates schedule for the work shall be attached to the invitation, and the Executive Engineer.



2. The tender must be signed by the contractor or his authorized representative or attorney-at-law.

3. Receipts for payment of the tender shall be obtained from the contractor by a firm, shall also be signed by all the partners, except when 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 official receipts for the firm.

4. Any person who submits a tender shall fill in the form of a statement stating at what percentage above or below the rates specified in the memorandum showing items of work to be carried out, he is willing to undertake the work. Only one rate of each percentage, on all the items, shall be framed. Tenders, which propose any alteration in the items 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 valid only for the item specified in the form of tender and shall not be valid for any other work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the 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 the tenders in the presence of contractors who have not opted to be absent, and their representatives who may be present at the time, or their authorized representatives of the several tenders in a comparative manner. The Executive Engineer shall identify, sign copies of the specifications and other documents referred to in Rule 1. In the event of a tender being rejected, the Executive Engineer shall authorize the Treasury Officer concerned to refund the money for the earnest money for deposited to the contractor, and to issue a receipt for the return of the money.

6. The Officer competent to suspend a contract shall be authorized to reselect all or any of the tenders.

Signature of the Executive Engineer

Signature of the Executive Engineer and stamp: EXECUTIVE OFFICER EDUCATION WORKS GHOTKI

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

G.R. P.W.D. Nos. 7938 of 6-4-35  
of 8-6-36, 1950-W of 27-9-37, G.C.M.P.  
M. Deptt. No. 383-P/37 of 7-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-30.  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-37  
2-10-44 and 2-5-44 64-W of 22-2-39  
2-10-44, and 2-5-44, 65-W, 1038/11-1 of  
23-49, 1047-W 2 of 12-12-50.

P.W.D. 287  
DR No 873d/9-6-2011  
FORM B-1  
Rs. 1500/-  
= 2/100%

PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

Name of work: *improvement of Sec. High School 2015-06 for*  
*GHS Hayat Pagar, Etced*

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

- All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.  
This form will state the nature of the work; also the amount of cash to be submitted and opening tender; also the amount of security to be deposited and the percentage, if any to be granted. Copies of the specifications, schedule rates and any other documents shall be signed by the Executive Engineer.  
the date for opening out the tender, and the names of the tenderers. The tenderers shall state whether the tender is for a lump sum or for estimated rates. The tender must be accompanied by a self-identification card of the office of the Executive Engineer.
- In the event of the tender being submitted by a firm, it shall be signed separately by each partner, and in the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
- 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 work.
- 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' 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 <sup>Estimated rates</sup> <sub>Scheduled rates</sub> shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.
- The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of the contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
- The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.



DISTRICT OFFICER  
EDUCATION WORKS

*Contractor*

117



Issued to M/s Darshan Electric Works vide OR No. 879

dt. 9-6-2011 Rs. 500

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 6-4-35  
56-1 of 8-6-36, 1954-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. R. (P. W. D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 654-W of 22-2-39  
12-10-44, and 2-5-44, 05-W 1038/11-1 of  
28-3-49, 47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of Work: Upgradation of P.S into M.S in R/A  
in Sakh SPS Allah Wazir Mahar (Electric)

Percentage Rate Tender and Contract  
for works

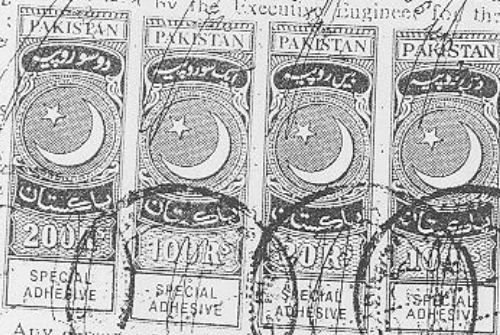
General Rules and Directions for the Guidance of Contractors

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

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

signed by any person

3. Contractors are to be signed by persons



a firm, it must be of the absence of holding a power-of-

when executed the contract receipt shall be by some other 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' memorandum showing items of work to be carried out. He shall be willing to under take the work. Only one rate of such percentage, on all the items shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

*[Signature]*  
Contractor

*[Signature]*  
DIRECTOR  
PUBLIC WORKS  
CIRCLE



18 Sept to M/S M.R. Eled nck DR NO. 874 dt 9-1-2011 R 508  
G. R. P. W. D. Nos. 7938 of 6-4-35  
66-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
and M. Deptt. No. 383-P/37 of 7-11-37  
(P. W. D.) No. S-173, 2-W of 22-2-30,  
C. Rs. (P. W. D.) No. 1038-1 of 22-2-37  
2-10-44 and 2-5-44 64-W of 22-2-39  
12-10-44, and 2-5-44, 05-W, 1038/11-1 of  
28-3-49, 447-W 7 of 12-12-50.

P.W.D. 287  
FORM B-1

PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

Stamp duty deducted from M.S. R.A. Bill 330/-  
Rs. 329/11  
Percentage Rate Tender and Contract for works

Name of contractor M/S M.R. Eled nck DR NO. 874 dt 9-1-2011 R 508  
M/S Darjah Aliya  
2(2)

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.  
This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
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' 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 rates
Scheduled rates

 shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.
5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

M. J. S. W.  
Contractor

DISTRICT OFFICER  
EDUCATION WORKS  
CHOT

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 6-4-35  
56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 383-P/37 of 7-11-37  
(P.W.D.) No. 8-173, 2-W of 22-2-30  
G. R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 65-W of 22-2-37  
12-10-44, and 2-5-44, 65-W 1038/1-1 of  
28-3-49, 44-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Stamp duty deducted from bill 1894/1

DIVISION

one of work... upgradation of P.S into M.S 2005-06 P.P. @ 9% Dorega Ichari Mangari  
(Ext. Development)

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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 the 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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup> ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

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

DISTRICT OFFICER  
EDUCATION WORKS  
CHITRAKOT

Director

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 2-AS  
56-1 of 8-6-36, 195A-W of 27-9-37, G.C.M.P.  
and M. Deput. No. 383-P/37 of 9-11-37  
(P.W.D.) No. 8-173, 2-W of 22-2-30,  
G. R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 64-W of 22-2-39  
12-10-44 and 2-3-44, 05-W 1038/1-1 of  
28-3-49, 647-W 7 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Stamp duty deducted from 187 PM P.W.  
bill Rs= 650/-

CIRCLE

DIVISION

Name of work, upgrade of M.S into H.S in R/A nos-06 P.P.  
Em's Pir Bux P. Jaji (Elected)

Percentage/Rate Tender and Contract  
for works

(14)

General Rules and Directions for the Guidance of Contractors

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This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
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6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

20/10/55

DISTRICT OFFICER  
EDUCATION WORKS  
CHOTEI



used to Mys Modern Electric Store vide DR No. 877  
dt. 9-6-2011. P. 506/

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

P.W.D. 287

3  
MM

G.R. P.W.D. Nos. 7938 of 6-4-35  
56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 353-P/37 of 9-11-37  
(P.W.D.) No. S-173 2-W of 22-2-39,  
O. Re. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 654-W of 22-2-39  
12-10-44, and 2-5-44, 05-W 1038/1-1 of  
28-3-49, 647-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of Work: upgradation of MS into H.S in P.W  
in Binold 2015-06 by GMS P.W. from Gable (Electric)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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.

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6. The Officer competent to dispose of the tenders shall <sup>have right to</sup> reject all or any of the tenders.

*[Signature]*  
District Officer

*[Signature]*  
DISTRICT OFFICER  
EDUCATION WORKS  
GADGOL

...as applicable, and in default thereof to forfeit and pay to Govern- ment the sums of money mentioned in the said conditions.

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

Dated the Rs. 215036/- Two Lacs Fifty Three Thousand day of July 1999  
Witnesses (\*\*\*)  
(Address)  
(Occupation)

DISTRICT OFFICER  
EDUCATION WORKS  
GADWAKI

The above tender is hereby accepted by me on behalf of the Governor of Sind.  
Executive Engineer  
Division (or his duly authorized Assistant)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 1999

Condition of Contract

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 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 3 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 percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

*[Handwritten Signature]*

DISTRICT OFFICER  
EDUCATION WORKS  
GADWAKI

\*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.

\*\*Signature of contractor before submission of tender

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

\*Signature of the officers by whom accepted.

Security deposits.

(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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4. - If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's 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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

*[Handwritten signature]*  
Contractor

DISTRICT OFFICER  
EDUCATION WORKS  
GURGAON

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 of 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.

Assistant Account Officer  
Education Works (W.D. Deptt.)

Ghotki

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

Contractor.

Executive Engineer,

Executive Engineer  
Division  
DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

(Signature)

(Signature)



Issued to M/S Syed and Brothers vide DR. No. 880  
dated 9-6-2011 R. 500

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 6-4-35  
No. 1 of 8-6-36, 1959-W of 27-9-37, G.C.M.F.  
and M. Dept. No. 383-P/37 of 7-11-37  
(P.W.D.) No. 8-173, 2-W of 22-2-30.  
G. R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 654-W of 22-2-39  
12-10-44 and 2-3-44, 65-W 1038/11-1 of  
28-3-49, 647-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

done by work upgradation of M.S into H.S in R/A 205-06 P/W  
Smt. Piv Bux Pijaji (Elected member)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the  $\frac{\text{Estimated rates}}{\text{Scheduled rates}}$  shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

DISTRICT OFFICE

As applicable, and in default thereof, to forfeit and pay to Government the sum of money mentioned in the said conditions.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury of \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing the earnest money. (a) the full value of which is to be absolutely forfeited to Government should the contractor 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 condition.

\*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.

\*\*Signature of contractor before submission of tender

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

\*Signature of the person by whom accepted.

Dated the Rs: 21511/- day of the 15th month of May 1999

(Witnesses)

(Address)

(Occupation)

DISTRICT OFFICER  
EDUCATION WORKS  
GHORZI

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

Executive Engineer

Division (or his duly authorised Assistant)

Date the

day of

199

Condition of Contract

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 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 2.5% 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 5.0% percent 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 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 endorsed as aforesaid any sum or sums which may have been deducted from, or paid 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 in writing.

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GHORZI

201/16

(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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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 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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds 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 clause 3 and 4.

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

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EDUCATION WORKS  
GHONA

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shall be the final payment only and not as payments for work actually done and shall not preclude the Engineer-in-charge from requiring the 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 amount 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.

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

Clause 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, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

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

Bills to be submitted monthly.

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

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the price to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to contravene the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or 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 above, and shall remain unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government

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

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

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EDUCATION WORKS

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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 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 see fit therefore.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

29/11/55  
Contractor

*[Signature]*  
DISTRICT OFFICER  
EDUCATION WORKS  
G. H. S.

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 nor be paid for any work therefore actually performed under the contract.

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

Sums payable by way of compensation to be considered as reasonable compensation 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. Engine 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 be paid as estimated.

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

Action where no specification.

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G.H.O. P.O.

20/1/55

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.

Assistant Account Officer  
Education Works (W.P. Deptt.)  
Shofki

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

Contractor.

**DISTRICT ENGINEER,**  
**EDUCATION WORKS,**  
Executive Engineer,  
Division

(Signature)  
(Signature)

(Handwritten signature)



Issued to M/S M.B. Electric Works vide D.R. 874 dt. 9-6-2011

Rs. 500/-

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 6-4-35  
65-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
Ad M. Deptt. No. 383-P/37 of 7-11-37  
(P.W.D.) No. 8-173, 2-W of 22-2-30  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 G.W. of 22-2-39  
12-10-44, and 2-5-44, 05-W, 1038/11-1 of  
28-3-49, 447-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

②  
GHW

Name of contractor: M/S M.B. Electric Works to M.S. in Circle 2005-06 for  
E.R.S. Darjah Aliga ~~Project Canal Sluice~~ Elect

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

- All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.  
This form will state the work to be carried out, as well as, the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates, schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.
- In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
- 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 work.
- 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' 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 <sup>Estimated rates</sup> ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.
- The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
- The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

M. Maheshwari  
Contractor

DISTRICT OFFICER  
EDUCATION WORKS  
GHW

(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 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 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 the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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 clause 3 and 4.

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

*M. Maheswari*  
Contractor

DISTRICT ENGINEER  
PUBLIC WORKS DEPARTMENT

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

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

Clause 52.—If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before, provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Inigation), 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-I dated 1st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

*(Signature)*

Executive Engineer,  
Division





dated 9-6-2011 Rs: 1500/-

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 6-4-35  
of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
and M. Deptt. No. 383-1/37 of 7-11-37  
(P.W.D.) No. 5-173, 2-W of 22-2-30,  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 654-W of 22-2-39  
12-10-44, and 2-5-44, 05-W, 1038/11-1 of  
28-3-49, 1/47-W of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of work: improvement of Sec. Higher Secondary School 2015-06 Pgr.  
GHS Hayat Pindi (Eled)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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 work.

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' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, or all the <sup>Estimated rates</sup>/<sub>Scheduled rates</sub> shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

DISTRICT OFFICER

*Contractor*

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

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

\*Amount to be specified in words and figures

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_  
(Witnesses \*\*\*)  
(Address)  
(Occupation)

\*\*Signature of contractor before submission of tender

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

Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind. Rs. 6947157. Six Lac Ninety Four Thousand Seven Hundred Fifteen only. Executive Engineer  
Division for his duly authorized Assistant

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

Condition of Contract

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 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 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 deposits.

Contractor

DISTRICT OFFICER

(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 him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made 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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds 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 clause 3 and 4.

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

B.H.O.

Contract

DISTRICT OFFICER  
PUBLIC WORKS

...the final payment only and not as payments for work actually done. It shall not preclude the Engineer-in-charge from requiring that any and all imperfect or unskillful work to be removed or taken away and re-constructed or re-erected nor shall any such payment be considered 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.

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

**Clause 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 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.

Bill to be submitted monthly.

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

Bills to be on printed forms.

**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.

Stores supplied by Government.

**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 withhold the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, land 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.

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

**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

DISTRICT OFFICER

Contractor

at 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 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-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

*[Signature]*  
Contractor

*[Signature]*  
DISTRICT OFFICER

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

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

Sums payable by way of compensation to be considered as reasonable compensation with out reference to actual loss, to

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

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

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of 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 be paid in respect of items of work in question

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.

Handwritten signature and stamp: DISTRICT OFFICER, EDUCATION WORKS, GHOT.

Handwritten signature and stamp: DISTRICT OFFICER, EDUCATION WORKS, GHOT.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

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

Assistant Works (W&S) Dept.  
Divisional Accountant.

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

Contractor.

*(Signature)*  
Contractor

*(Signature)*  
Executive Engineer,  
Division





dt. 9.6.2011. Rs. 500/-

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 6-4-35  
66-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 383-P/37 of 7-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-39.  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 64-W of 22-2-39  
12-10-44 and 2-5-44, 05-W 1038/11-1 of  
28-3-49, 47-W 7 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

2 mm

Name of work: upgradation of M.C into High School 2005-06 for  
GMS Nazim Ali Gaden (Elect)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup>/<sub>Scheduled rates</sub> shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

Contractor

EDUCATION WORKS  
GHOWKI

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

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury or sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing the earnest money [(a) the full value of which is to be absolutely forfeited to Government should I 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].

\*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.

\*\*Signature of contractor before submission of tender

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

Signature of the officers by whom accepted.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_  
(Witnesses \*\*\*)  
(Address)  
(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. 215036. *Pro lac Fifteen Thru Party*  
Executive Engineer

Division for (as duly authorized Assistant)

DISTRICT OFFICE  
EDUCATION WORKS  
SHEKHUPUR

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

Condition of Contract

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 thereon, 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) (pay to 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 *27* 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* percent by deducting a sufficient sum from every such payment as first aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

security deposits.

*[Signature]*

*[Signature]*  
DISTRICT OFFICE  
EDUCATION WORKS  
SHEKHUPUR

shall be the final payment only and not as payments for work actually done and completed; and shall not preclude the Engineer-in-charge from requiring that 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.

For the purpose of this clause the Engineer-in-charge may require the contractor to submit bills at such intervals as he may think fit.

**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, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

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

Bills to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

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

Contractor's signature

*[Signature]*  
**DISTRICT OFFICER**  
**EDUCATION WORKS**  
**GEORGI**

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 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-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

*[Handwritten signature]*  
Contractor

*[Handwritten signature]*  
DISTRICT OFFICER  
EDUCATION WORKS  
GHORGI

whereupon 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 any sum payable 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 or

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

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

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

Lump sums in estimates to be paid at rates specified in contract or if not capable of measurement at lump sum amount entered 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, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

Contractor

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTEI

Clause 45.—If any materials, such as stones, metal, baji, 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 Sale Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

Assistant Account Officer  
Education Works, West District

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

Contractor

Executive Engineer,

Executive Engineer,

Division

EDUCATION WORKS  
GHOTKI

Contractor  
(Signature)





dated 9-6-2011 Re. 750/-  
Kathoro vide DR. 882/

SGP (Khp.) D. No. 105-11-94-50,000 L.F. of 2 ls. each.

P.W.D. 287

G.R. P.W.D. Nos. 7938 of 6-4-35  
66-1 of 8-6-36, 1950-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 22-2-36.  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 G.W. of 22-2-39  
12-10-44, and 2-5-44, G.W. 1038/11-1 of  
28-3-49, 47-W 2 of 12-12-50.

FORM II-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

①  
GHR

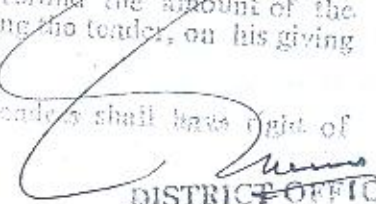
Name of work: improvement of P.S. roads M.S. 2005-06 P.P. @ EPS Dargaja Icham Mangari  
(Ext. Develop)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.
2. This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.
3. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
4. 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.
5. 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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup> ~~Schedule rates~~ shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.
6. The Executive Engineer or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
7. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

ALL  
Contractor

  
DISTRICT OFFICER  
EDUCATION WORKS  
GHOWRI

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

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury or sub-Treasury at \_\_\_\_\_ is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should 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.

\*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.

\*\*Signature of contractor before submission of tender

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

Signature of the officer by whom accepted.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199

(Witnesses)

(Address)

(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. R: 624,197/- *Rs. Lac Twenty Four thousand one Hundred = Ninety Seven only*

Executive Engineer  
Division of ~~Public Works~~ Assistant  
EDUCATION WORKS

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199

Condition of Contract

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 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 31 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 57 percent 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 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 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.

*ABU*  
Contractor

*Amur*  
DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

(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 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 him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made 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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds 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 clause 3 and 4.

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

Contractor

OFFICER IN CHARGE PUBLIC WORKS

shall be the final payment only and not a payment for work actually done and shall not preclude the Engineer-in-charge from requiring any and unskilled, imperfect or unskilful work to be removed or taken away or reconstructed, or re-erected; nor shall any such payment be considered as an admission of the disperformance 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 progress 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.

Contractor to submit bill within one month of completion of work.

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

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

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time deputy or 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.

Bill to be submitted monthly.

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

Bill 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 price to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to rebut 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 these materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, land 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. by the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to retain any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but, remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government

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

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

Contractor

*[Signature]*  
 DISTRICT OFFICER  
 EDUCATION WORKS  
 HOKKI

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 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 continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

*[Signature]*  
Contractor

*[Signature]*  
DISTRICT OFFICER  
PUBLIC WORKS

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

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of 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 respect of part of work to be payable at same rates as are payable under this contract for such items.

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

Action where no specification.

Contractor

DISTRICT OFFICER  
RAILWAY WORKS

Clause 45.—If any materials, such as stones, metal, baji, 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.

Assistant Account Officer  
Educational Accountant.

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

Contractor.

Executive Engineer,  
DISTRICT OFFICE  
EDUCATION  
Executive Engineer  
Division

(Signature)  
Contractor

Contractor

## SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

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 All (Contractor)

[Signature]  
Executive Engineer  
(PUBLIC WORKS)  
Assistant Engineer

Note—To be continued on additional sheets if found necessary



G. R. P. W. D. Nos. 7938 of 6-4-35  
56-1 of 8-6-36, 1959-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 22-2-30,  
G. Ra. (P. W. D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 64-W of 22-2-39  
12-10-44, and 2-5-44, 05-W 1038/11-1 of  
28-3-49, 47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

(3)  
Dh

Name of Work: Upgradation of P.S. in to M.S. in RA  
in Sidh. EPS Allah Waryo Mahor (Electric)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the  $\frac{\text{Estimated rates}}{\text{Scheduled rates}}$  shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

DISTRICT OFFICER  
P.W.D.

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

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

\*Amount to be specified in words and figures

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

(Witnesses \*\*\*)

(Address)

(Occupation)

\*\*Signature of contractor before submission of tender

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

\*Signature of the officer by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind. *D-1091857 one hundred eighty five thousand one hundred eighty five* Executive Engineer Division (or his duly authorized Assistant)

**DISTRICT OFFICER  
EDUCATION WORKS  
GHORZI**

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

Condition of Contract

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

Security deposits.

*[Handwritten signature]*

*[Handwritten signature]*  
**DISTRICT OFFICER  
EDUCATION WORKS**

(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 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 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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's 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 and expense of and such sale shall be final and conclusive against the contractor.

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

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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 that unsound, imperfect or unskillful 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.

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

**Clause 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, and 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.

Bill to be submitted monthly.

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

Bills to be on printed forms.

**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.

Stores supplied by Government

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

Stores supplied by Government

**Clause 13.**—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards 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

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

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GHOTSI

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~~ **fix** therefore.

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

Works to be open to inspection  
Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

*[Handwritten signature]*  
1917/1800

DISTRICT OFFICER  
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GHORKI

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 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 to the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of 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 be paid at rates specified or at discretion of Engineer-in-charge.

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

Action where no specification.

Contract

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTEI

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

Divisional Accountant,  
Education Works (W) Dept.

Certified that I have noted the content of Government P. V. D. Circular Memorandum No. 1006-I dated 21st February, 1950, wherein the responsibility of getting the tender checked and verified is placed on me.

Executive Engineer,  
DISTRICT OFFICE  
EDUCATION WORKS  
Division

Contractor.

(Signature)  
Contractor

(Signature)  
Executive Engineer,  
DISTRICT OFFICE  
EDUCATION WORKS  
Division

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

Note 1—All work shall be carried out as per Public works Departments Head-book and other specifications of the Division & as directed.

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

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

Signature of Contractor  
Contractor

Executive Engineer  
Signature of  
Assistant Engineer  
G. S. P. S.

Note—To be continued on additional sheets if found necessary



G.R. P.W.D. Nos. 2928, 2929, 2930, 2931, 2932, 2933, 2934, 2935, 2936, 2937, 2938, 2939, 2940, 2941, 2942, 2943, 2944, 2945, 2946, 2947, 2948, 2949, 2950, 2951, 2952, 2953, 2954, 2955, 2956, 2957, 2958, 2959, 2960, 2961, 2962, 2963, 2964, 2965, 2966, 2967, 2968, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000.

FORM 3-A

PUBLIC WORKS DEPARTMENT  
CIP/CLH

2  
MMCL

DIVISION

Name of work: A/R G.R. Remdhan GHS Gula Piff. Elect.

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contractors shall be notified in a form of invitation to tender posted on a board (being a) in the office of the Executive Engineer and signed by the Executive Engineer.  
This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, petrol dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
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 official 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' memorandum showing items of work to be carried out; he is willing to tender take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup> ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works 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. 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 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 representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being selected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor, asking the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose of tenders shall have right of rejecting all or any of the tenders.

Amir

DISTRICT OFFICER  
PUBLIC WORKS

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

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

\*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.

\*\*Signature of contractor before submission of tender

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

\*\*Signature of the officer by whom accepted.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199

(Witnesses)

(Address)

of

(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. 308649/ = *The Last Eight Thru Eight*

*= Fifty Nine only*

By *[Signature]* District Officer

Division of Insular & Harbour Works

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199

Condition of Contract

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 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 *3%* 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%* percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

*[Handwritten signature]*

*[Signature]*  
DISTRICT OFFICER  
EDUCATION WORKS  
CHHOTKI

(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.

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

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

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

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

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's 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 sell them by auction or private sale on account of the contractor and at his risk to all intents and purposes, 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 clause 3 and 4.

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

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shall be the final payment only, and not a payment for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring that unsound, imperfect or unskillful 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 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 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 authorized 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 from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to rectify 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 initiated by the parties, the said specification being a part of the contract. The contractor shall also

any work done by the contractor and on the work done by the contractor

Payment at reduced rates on account of item 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.

Stores supplied by Government

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

*Subi*  
*the contractor*

*[Signature]*  
DISTRICT OFFICER

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 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 continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

*Handwritten signature*

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G.R. P.W.D. Nos. 7938 of 6-4-35  
56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
and M. Deptt. No. 383-P/37 of 7-11-37  
(P.W.D.) No. 8-173, 2-W of 22-2-39,  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 G.C.W of 22-2-39  
12-10-44, and 2-5-44, 05-W 1038/11-1 of  
28-3-49, 447-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of work: upgradation of MS into H.S in PWD  
in Binall MS-06 by GMS P.W. Form Cable (Electrified)  
Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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' memorandam showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the <sup>estimated rates</sup> ~~scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works 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. 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 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 representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

*[Signature]*  
Contractor

*[Signature]*  
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EDUCATION WORKS  
GADGRI

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

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury or sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing the earnest money. (a) the full value of which is to be absolutely forfeited to Government should the contractor 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.

Dated the Rs. 215036/- Two Lacs Fifteen Thousand day of Thirity 199

(Witnesses) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(Occupation) \_\_\_\_\_

**DISTRICT OFFICER  
EDUCATION WORKS  
GHOWKI**

The above tender is hereby accepted by me on behalf of the Governor of Sind.  
Executive Engineer  
Division (or his duly authorized Assistant)

Date the \_\_\_\_\_ day of \_\_\_\_\_ 199

Condition of Contract

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 more, 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 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 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 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.

*[Signature]*  
\_\_\_\_\_

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GHOWKI**

\*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.

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

\*Signature of the officers by whom accepted.

Security deposits.



(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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

*[Signature]*  
Contractor

DISTRICT OFFICER  
EDUCATION WORKS  
GAILDONG

the final payment only, and not as payments for work actually done... shall not include the Engineer-in-charge... shall be final and binding on all parties.

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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.

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

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

Thomas

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EDUCATION WORKS

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 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 of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

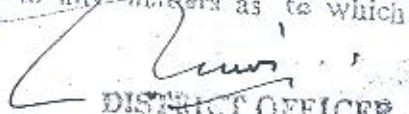
Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed,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

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

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

Contractor to supply plant, ladders scaffolding, etc.

  
Contractor

  
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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 2 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 with 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 reference to actual loss.

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of Superintending Engineer to be final.

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

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of 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 be estimated.

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

Action where no specification.

*[Handwritten Signature]*  
Contractor

*[Handwritten Signature]*  
DISTRICT OFFICER  
EDUCATION WORKS  
GHOTINA

Clause 45.—If any materials, such as stones, metal, baji, 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. 1006 W dated 14th September, 1937, and subsequent orders issued in this connection.

Assistant Account Officer  
Education Works/ W.D. Department.

Ghotki

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

Executive Engineer,

Executive Engineer,  
Division  
DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

(Original)  
(Original)

*[Handwritten signature]*  
Contractor

Issued to M/S Syed and Brothers vide DR: No. 880  
dated: 19-6-2011 R. 500/  
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  
1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 383-P/37 of 9-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-30,  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 64-W of 22-2-39  
12-10-44 and 2-3-44, 05-W 1038/1-1 of  
28-3-49, 47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Home of Home, upgradation of M.S into H.S in R/A 205-06 Proj  
Smt. Pira Bux Pithaji (Elect. m/c)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.  
This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the  $\frac{\text{Estimated rates}}{\text{Scheduled rates}}$  shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.
5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposit to the contractor making the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose of the tenders shall have right of selecting all or any of the tenders.

2/11/11

DISTRICT OFFICE

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

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

Dated the Rs: 215151 = Rs. Two Lacs Fifty One Thousand day of February 1999

(-Witnesses) (Address) (Occupation)

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

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

Division (or his duly authorized Assistant)  
Date the \_\_\_\_\_ day of \_\_\_\_\_ 1999

Condition of Contract

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 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 2.5% 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 5.0% percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other than 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 redeemed 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 in writing.

\*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.

\*\*Signature of contractor before submission of tender

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

\*Signature of the officer by whom accepted.

Security deposits.

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

200/06

(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 certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

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

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

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

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 nevertheless 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 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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

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GHOWA

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

...the final bill... shall be submitted... within one month...

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 also 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 bills or on account bills.

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the price 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 withhold the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or as sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the 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 termination 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 which 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

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

DISTRICT OFFICER EDUCATION WORKS

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so 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 see fit therefore.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

20/1/05  
Contractor

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G. H. S.

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 any be paid for any work therefore actually performed under the contract.

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

Sums payable by way of compensation to be considered as reasonable compensation 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 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 and American manufacture to be obtained from Government.

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

Lump sums in estimates to be paid.

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

Action where no specification.

DISTRICT OFFICER  
EDUCATION WORKS  
G.H.O. T. & L.

20/1/15

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. 1005 W dated 14th September, 1937, and subsequent orders issued in this connection.

Assistant Account Officer  
Education Works Accountant.

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

Contractor.

DISTRICT ENGINEER,  
EDUCATION WORKS,  
Executive Engineer,  
Division

(Signature)

Handwritten signature/initials

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

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 of Contractor)

*Signature*

DISTRICT OFFICER  
 EDUCATION WORKS  
 CHA. Assistant Engineer

Note—To be continued on additional sheets if found necessary

Issued to M/S M.B. Electric Works vide DR. 874 dt. 9-6-2011

Rs. 500/-

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 6-4-35  
55-1, of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
ad M. Deptt. No. 383-P/37 of 7-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-30,  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 64-W of 22-2-39  
12-10-44, and 2-5-44, 05-W 1038/11-1 of  
28-3-49, 47-W of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

②  
Gmk

Name of contractor *M/S M.B. Electric Works*  
*Chs Darjah Alaya* *205-06 P.P. Elect*  
Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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 work.

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' 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 <sup>Estimated rates</sup>/<sub>Scheduled rates</sub> shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

*Maheshwari*  
Contractor

DISTRICT OFFICER  
EDUCATION WORKS  
C.I.D.

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

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury or sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing the earnest money. (a) the full value of 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. \_\_\_\_\_ shall be retained by Government on account 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 in clause 1 (B) of the conditions.

\*Amount to be specified in words and figure

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

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

\*\*Signature of contractor before submission of tender

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

Signature of the officers by whom accepted.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_  
(Witnesses \*\*\*)  
(Address)  
(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. 109122 - One lac Nine Thut one Hundred Executive Engineer  
= Twenty Two only  
Division (or his duly authorized Assistant)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

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 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  $\frac{3}{100}$  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  $\frac{5}{100}$  percent 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.

M. Jakeshu  
Contractor

DISTRICT OFFICER  
EDUCATION DEPT. SINDH

(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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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 clause 3 and 4.

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

M. Maheshwari  
Contractor

DISTRICT OFFICE



shall be the final payment only, and not as payments for work actually done... 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...

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

Clause 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 also 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.

Bill to be submitted monthly.

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

Bills to be on printed forms.

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.

Stores supplied by Contractor

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 contradict the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the 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.

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

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

M. Mahesh D Contractor

DISTRICT OFFICE

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

M. Maheshwari  
Contractor

DISTRICT OFFICER  
EDUCATION WORKS

M. Maheshwari  
Contractor

DISTRICT OFFICER  
EDUCATION WORKS

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 Sale Tax.

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

Interest or share Government servant in the work

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

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

Clause 52.—If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the rights 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, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,  
EDUCATION WORKS  
Division

(Signature)

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

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

*M. J. S. W.*  
 Signature of Contractor  
 Contractor

*[Signature]*  
 DISTRICT OFFICER  
 Executive Engineer  
 (Signature of *[Name]*)  
 Assistant Engineer

Note—To be continued on additional sheets if found necessary

dated 9-6-2011 Rs: 1500/-

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 6-4-35  
S-1, of 8-6-36, 1950-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 383-P/37 of 7-11-37  
(P. W. D.) No. S-173, 2-W of 22-2-30,  
G. R. (P. W. D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 64-W of 22-2-39  
12-10-44, and 2-5-44, 05-W 1038/11-1 of  
28-3-49, 47-W 7 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of work: improvement of Sec. Higher Secondary School 2015-06 Pgr.  
GHS Hayat Pindri (Eled)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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

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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup> ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

*[Signature]*  
Contractor

*[Signature]*  
DISTRICT OFFICER

①  
MM

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

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

\*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.

\*\*Signature of contractor before submission of tender

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

(Witnesses \*\*\*)

(Address)

(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. Rs. 694715/- Six Lac Ninety Four Thousand Seven Hundred Fifteen only. Executive Engineer Division for his duty authorized Assistant

Signature of the officers by whom accepted.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

Condition of Contract

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 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 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 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 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 deposits.

Contractor

DISTRICT OFFICER

(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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds 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 clause 3 and 4.

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

B.H.

DISPATCH OFFICER  
PUBLIC WORKS

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

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

Clause 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 also completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

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

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

Bills to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

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

DISTRICT OFFICER

Signature of District Officer



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 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 continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection

Contractor or responsible agent to be present

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

*[Signature]*  
Contractor

*[Signature]*  
DISTRICT OFFICER

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 balance thereof and in addition the contractor shall not be entitled to recover any sum 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 thereof, or after the completion or abandonment thereof.

Decision of Superd: Engoco 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 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.

B.H. [Signature]  
DISTRICT OFFICER  
EDUCATION  
CHOT

[Signature]  
DISTRICT OFFICER  
EDUCATION WORKS  
CHOT

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 rights 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, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.  
*[Signature]*  
Contractor

*[Signature]*  
Executive Engineer,  
Division

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

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)

**DISTRICT OFFICER  
Executive Engineer  
(Signature of \_\_\_\_\_)  
Assistant Engineer**

Note—To be continued on additional sheets if found necessary

G.R. P.W.D. Nos. 7938 of 6-4-35  
86-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 383-P/37 of 9-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-30,  
G. R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 G.W. of 22-2-39  
12-10-44, and 2-5-44, 05-W, 1038/1-1 of  
28-3-49, 1-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of work: *upgradation of M.S. into High School 2005-06 for  
G.M. Nazki, V. Ali, Gaden. (Elect)*

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup>/<sub>Scheduled rates</sub> shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a suitable statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

*[Signature]*  
Contractor

*[Signature]*  
OFFICER  
EDUCATION WORKS  
CHOWKI

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

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

\*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.

\*\*Signature of contractor before submission of tender

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

Signature of the officers by whom accepted.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

(Witnesses \*\*\*)

(Address)

(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. 215036. *Two Lac Fifteen Thousand Rupees only*  
Executive Engineer

Divisional Officer (in charge) Authorized Assistant

EDUCATION WORKS

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

Condition of Contract

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 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 *37* 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 *57* percent by deducting a sufficient sum from every such payment as aforesaid. All compensation other than 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.

DISTRICT OFFICER  
EDUCATION WORKS  
GEORGETOWN

(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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's 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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds 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 clause 3 and 4.

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

Contractor

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the final payment only, and not as payments for work actually done and completed, and shall not include the Engineer-in-charge (who requires that all work be done by hand, unbound, 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.

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

**Clause 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, and 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.

Bill to be submitted monthly.

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

Bills to be on printed forms.

**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.

Stores supplied by Government.

**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 withhold the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time, to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof if the security deposits is held in Government securities, the same or an 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 receive any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but, remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

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

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

*[Handwritten signature]*  
Contractor

*[Handwritten signature]*  
DISTRICT OFFICER  
EDUCATION WORKS  
G. H. O. W. K. A.



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 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-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

*[Signature]*  
Contractor

*[Signature]*  
DISTRICT OFFICER  
EDUCATION WORKS  
GHOWKI

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 any 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 reference to actual loss, etc.

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of Superintending Engineer to be final.

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

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of 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 be estimated, etc.

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

Action where no specification.

Contractor

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EDUCATION WORKS  
GHOTEI

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

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

Assistant Account Officer  
Education Works, Wazirabad.

Ghotki

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

Executive Engineer,

Executive Engineer,  
Division

EDUCATION WORKS  
GHOTKI

Contractor.

(Signature)  
(Signature)



dated 9-6-2011 Re. 750/-  
No. 1190/2011 U.A. from Kalthora vide DR. 882/11

SGP (Khp.) D. No. 105-11-94-50,000 L.F. of 2 lb. each.

P.W.D. 287

G.R. P.W.D. Nos. 2938 of 6-4-35  
66-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.  
and M. Deptt. No. 383-P/37 of 7-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-39,  
G. Rs. (P.W.D.) No. 1038-1 of 22-2-39  
12-10-44 and 2-5-44 654-W of 22-2-39  
12-10-44, and 2-5-44, 05-W 1038/11-1 of  
28-3-49, 1447-W 2 of 12-12-50.

FORM B-1  
PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

GMR

Name of work: improvement of P.S. limits M.S. 2005-06 R/R @ EPS Dargaja Icham Mangsi  
(Ext. Development)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

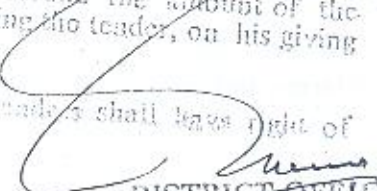
3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons 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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentages, on all the <sup>Estimated rates</sup> ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works 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. 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 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 representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

All  
Contractor

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

(Witnesses)

(Address)

(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. R: 624197 = Six Lacs Twenty Four thousand one hundred = Ninety Seven only

Executive Engineer  
Division of ~~Public Works~~ Assistant  
EDUCATION WORKS

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_

Condition of Contract

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 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 3% 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% percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted, into interest-bearing securities provided that the depositor has expressly desired this in writing.

\*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.

\*\*Signature of contractor before submission of tender

\*\*\*Signatures of witnesses to contractor's signature.

Signature of the officers by whom accepted.

Security deposits.

Contractor

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EDUCATION WORKS  
GHOTKI

(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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's 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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds 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 clause 3 and 4.

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

ALL CONTRACTOR

OFFICER IN CHARGE PUBLIC WORKS

shall be the final payment only, and not as payments for work actually done and completed; and shall not preclude the Engineer-in-charge from requiring the work to be removed or taken away if it is found to be imperfect or unskillful 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 constitute, determine or effect in any other way the progress 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.

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

**Clause 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.

Bill to be submitted monthly.

**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 deputed subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on printed forms.

**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.

Stores supplied by Government

**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 therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to restrict the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time, to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall, on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be 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 retain 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 entered by the parties, the said specification being a part of the contract. The contractor shall also

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

Contractor

*[Signature]*  
**DISTRICT OFFICER  
 EDUCATION WORKS  
 H O T K I**



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 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-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

*[Signature]*  
Contractor

*[Signature]*  
DISTRICT OFFICER  
PUBLIC WORKS

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

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Superintending Engineer.

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

Decision of Supdtg. Engine 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 in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of 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 be paid at rates specified 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, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

Contractor

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RAILWAY WORKS



Issued to M/s Darshan Electric Works vide OR No. 879  
dt. 9-6-2011 Rs. 500

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 6-4-35  
56-1 of 8-6-36, 1956-W of 27-9-37, G.C.M.P.  
and M. Deptt. No. 383-P/37 of 7-11-37  
(P. W. D.) No. 8-173, 2-W of 22-2-39,  
G. R. (P. W. D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 64-W of 22-2-39  
12-10-44, and 2-5-44, 05-W 1038/11-1 of  
28-3-49, 47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

(3)  
Dh.

Name of work: improvement of P.S into M.S in RA  
in side SPS Allah Wangan Mahar (Electric)

Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the  $\frac{\text{Estimated rates}}{\text{Scheduled rates}}$  shall be framed. Tenders, which propose any alteration in the works 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. 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 name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

DISTRICT OFFICE  
MILWAUKEE, WISCONSIN

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

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

\*Amount to be specified in words and figures

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 199 \_\_\_\_\_  
(Witnesses \*\*\*)  
(Address)  
(Occupation)

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

The above tender is hereby accepted by me on behalf of the Governor of Sind. *109185 one hundred eighty five thousand one hundred eighty five*  
Executive Engineer  
Division (or his duly authorized Assistant)

Signature of the officers by whom accepted.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
DISTRICT OFFICER  
EDUCATION WORKS  
GHORNA

Condition of Contract

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

security deposits.

*[Signature]*  
DISTRICT OFFICER  
EDUCATION WORKS

(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 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 him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 day's 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 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 and expense of and such sale shall be final and conclusive against the contractor.

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

DISTRICT OFFICE EDUCATION WORKS

against the final payment only, and not as payments for work actually done and shall not preclude the Engineer-in-charge from requiring any uncompleted, imperfect or unskillful 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.

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

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

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

**Clause 10.** A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time deputed 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.

Bill to be submitted monthly.

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

Bills to be on printed forms.

**Clause 12.** If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of such materials and stores so supplied shall be set off or deducted from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the 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. on 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

Work to be done in accordance with specifications, drawings, orders, etc.

DISTRICT OFFICE  
EDUCATION WORKS  
GHOTSI

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.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

*[Handwritten Signature]*  
Contractor

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thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover any sum payable 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 to actual loss or

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.

Change in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final

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

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of 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 to be paid at same rates

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

Action where no specification

Contract

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M.L.A's for 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 examined under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P. V. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

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

Divisional Accountant,  
Education Works (W) Deptt.  
Circular  
Executive Engineer,  
DISTRICT OFFICER  
Executive Engineer,  
Division

Contractor  
(Signature)  
1950



Issued to M/S Abu Kadea Elect., vide PR: No. 876  
dt. 9-6-211 R: 500/-

SGP (Khp.) D. No. 105--11-94--50,000 L.R. of 20.000

P.W.D. 287

C.R. P.W.D. Nos. 2038 of 1-1-35  
2039 of 1-1-35  
2040 of 1-1-35  
2041 of 1-1-35  
2042 of 1-1-35  
2043 of 1-1-35  
2044 of 1-1-35  
2045 of 1-1-35  
2046 of 1-1-35  
2047 of 1-1-35  
2048 of 1-1-35  
2049 of 1-1-35  
2050 of 1-1-35

FORM 11  
PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

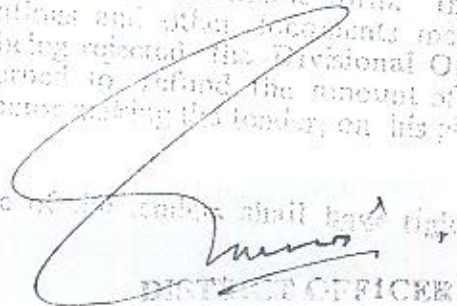
2  
MMCL

Name of work, APR 211 Remodern GHS Gulu P. Elect.

Percentage Price Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.  
This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors in the office of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
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 official 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' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup> ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works 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. 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 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 representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being selected, 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 presenting receipt for the return of the money.
6. The Officer competent to dispose of the work shall have right of rejecting all or any of the tenders.

  
DISTRICT OFFICER  
EDUCATION WORKS



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

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury of \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded 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. \_\_\_\_\_ 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.

Dated the \_\_\_\_\_

day of \_\_\_\_\_

199 \_\_\_\_\_

(Witnesses etc)

(Address)

(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sind. 308649/-

*Three Lacs Eight Thousand Six Hundred and Forty Nine only*

DISTRICT OFFICER

Division of Public Works

Dated the \_\_\_\_\_

day of \_\_\_\_\_

199 \_\_\_\_\_

Condition of Contract

Clause 1.—The Person/Persons whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 3% 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% 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 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 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.

*Signature*

*Signature*  
DISTRICT OFFICER  
EDUCATION WORKS  
CHHOTKA

\*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.

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

Signature of the officers by whom accepted.

Security deposits.

(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 therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

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

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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds 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 clause 3 and 4.

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

DISTRICT OFFICE  
PUBLICATION OFFICE

...the final payment only, and not of payments for work actually done... shall not include the Engineer-in-charge from requiring... imperfect or unskilful work to be removed or taken away... or re-erected nor shall any such payment be considered... 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 deputy or 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 from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof; if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall, on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to receive 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 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 specification being a part of the contract. The contractor shall also

...of the contract... of the contract... of the contract...

Payment at reduced rates on account of item 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.

Stores supplied by Government

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

*Signature*  
The Engineer-in-charge

*Signature*  
DISTRICT OFFICER

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 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 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 think 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 and effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure 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 completion.

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 requisites 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.

*Ali*  
*ali*

*[Signature]*  
**DISTRICT OFFICER**  
**EDUCATION WORKS**



SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

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 of Contractor

**DIRECTOR GENERAL OF PUBLIC WORKS**  
 Assistant Engineer

Note--To be continued on additional sheets if found necessary

## Bid Evaluation Report

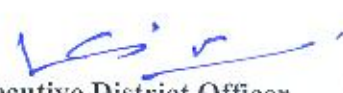
1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
3. Tender Description/Name of work: Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP No: 1124/1245 @ GPS Darya Khan Mangsi (External Development) Taluka Ghotki.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8703
6. Total Bid documents sold: 3 Nos:
7. Total Bid Received: 3 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 2 Nos:
11. Final Bid Opening date: 09/06/2011

### 12. Bid Evaluation Report:


S.No.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	Mr. Mohd: Qasim Kalhor	624197/-	1 <sup>st</sup>	A) 0.60% Below B) 1.0% Below	Accepted Being Lowest rate quoted by the bidder	
2	Mr. Ali Hassan Kalwar	625550/-	2 <sup>nd</sup>	A) 0.30% Below B) 0.50% Below	Rejected due to highest rate quoted by the bidder	
3	Mr Sher Khan Chachar	627586/-	3 <sup>rd</sup>	A) (-)0.20% Below B) 0.30% Below	Rejected due to highest rate quoted by the bidder	

Signature of Members of the Committee.

Chairman

  
Executive District Officer  
Works & services Department  
Ghotki @ Mirpur Mathelo

Member

  
Assistant Accounts Officer  
Education Works Division  
Ghotki

  
District Officer  
Education Works (W&S)  
Department Ghotki

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONSTRUCTION EVALUATION FORM**


**TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS**

- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER: 01 No:
- 5) BRIEF DESCRIPTION OF CONTRACT: Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP No: 1124/1245 @ GPS Darya Khan Mangsi (External Development) Taluka Ghotki.
- 6) FORUM THAT APPROVED THE SCHEME: P.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 400000/-
- 8) ENGINEER'S ESTIMATE: Rs: 631400/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011@ 2:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
- 12) NUMER OF BIDS RECEIVED: 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
- 14) BID EVALUATION REPORT: Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: Mr. Mohammad Qasim Kalhoro Ghotki
- 16) CONTRACT AWARD PRICE: Rs: 624197/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(I.E 1<sup>st</sup>, M.Qasim Kalhoro, 2<sup>nd</sup>, Ali Hassan Kalwar, 3<sup>rd</sup>, Sher Khan Chachar)
- 18) METHOD OF PROCUREMENT USED:- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE\_\_\_\_\_
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE\_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE\_\_\_\_\_
- d) SINGLE STAGE – ONE ENVELOPE PROCEDURE\_\_\_\_\_

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

  
**District Officer**  
**Education Works (W&S) Deptt:**  
**Ghotki**

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

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

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

21) ADVERTISEMENT:

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

Yes <input checked="" type="checkbox"/>	ID NO, 8703
No	

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

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

22) NATURE OF CONTRACT

Domicile/ local <input checked="" type="checkbox"/>	Int:	
--	------	--

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATION BID / BEST EVALUATION BID  
(If case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?

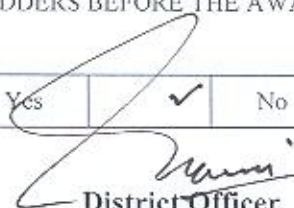
Yes	<input checked="" type="checkbox"/>	No	
-----	-------------------------------------	----	--

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

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

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

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

34) DEVAITION FROM QUALIFICATION CRETERIA  
(If yes, give detailed reasons)

Yes	
No	✓

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

Yes	✓	No	
-----	---	----	--

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

Yes		No	✓
-----	--	----	---

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


Yes		No	✓
-----	--	----	---

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

Yes	
No	✓

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

FOR OFFICE USE ONLY

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

OFFICE OF THE  
DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTKI

No. DO (EWG)TC/ /2011

Dated / /2011

To,

MIR. MUHAMMAD QASIM KATHORO  
Government Contractor  
Ghotki

SUBJECT:

Upgrade of P.S. in to M.S. in with 2005-06 P.P.  
- C/P Daya Khan Mangori (Ext. Der)

Reference:

Your B-I Tender opened on 9-6-2011

The following rates quoted by you for the above mentioned work is found reasonable and therefore hereby accepted, and also B-I agreement amounting to Rs: 625556/- rates sanctioned.

- |    |   |                      |
|----|---|----------------------|
| 1) | New composite schedule of rates Building item of 2004             | @Rs: 33.70/ Sq. Yds. |
|    |   | @Rs: _____           |
| 1) | New Composite Schedule of Rates Building item of 2004             | @Rs: 19.5/ Sq. Yds.  |
| 2) | Schedule of Rates for Internal W/S External W/S Fitting item 2004 | @Rs: _____           |
| 3) | Highway Schedule of Rates 2004                                    | @Rs: _____           |
| 4) | Public health Engineering Schedule Of Rates 2004                  | @Rs: _____           |
| 5) | New Electric Schedule of Rates 2004                               | @Rs: _____           |
| 6) | Non Schedule item   | @Rs: _____           |

1. You are therefore requested to please started the work within 7 days of the issue of work order under intimation to the Deputy District Officer Education Works complete the work in ( 5 ) Months
  2. You are further directed to attend this office within seven days the issue of this work order and complete tender documents.
  3. The stipulated date of start and completion is fixed as \_\_\_\_\_ and \_\_\_\_\_ respectively with should be read strictly
  1. The work is to be carried out as per PWD specification
  2. No cartage for any material which either arranged by or supplied by govt. will be separate.
  3. No. premium will be allowed on Non Schedule items.
  4. Bholar / Sui Quarry sand will be used.
  5. Difference of Cement, Bricks, and Wood Work will be paid separately.
- The receipt of this letter may please be acknowledge

DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI

Copy is forwarded along with schedule B to the Deputy District Officer Education Works Ghotki for information and submits progress. He should report actual date of start to this office and submit progress report as required under clause (2) of the agreement the expenditure may not exceed beyond the estimate cost over the per miss able limit

DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI

SCHEDULE "B"

NAME OF WORK- UP-GRADATION OF PRIMARY SCHOOL TO MIDDLE SCHOOL @ GPS DARVA KHAN MANGSI TALUKA GHOTKI (EXTERNAL DEVELOPMENT).

S. No	Item of Work	Qty	Rate	Unit	Amount
1.	Excavation in Foundation of building bridges and other structure i/c dog belying dressing refilling around structure with excavated earth watering and ramming lead upto one chain and lift upto 5' (S.No. 18 P-5)	649	1306/80	%CII	848/-
2.	Cement concrete brick or stone ballast 1 1/2" to 2 gauge S.I No. 4 p-17 Ratio 1.5:10	616	3213/95	%CII	19780/-
3.	Pucca brick work foundation and plinth in cement sand mortar ratio 1.6(S.I No. 4 (e)P-25)	645	3865/15	%CII	24930/-
4.	Filling watering and removing earth in floor with surplus earth from lewd upto one chain and lift upto 5 <sup>th</sup> .	7214	1488/30	%C:II	10737/-
5.	Add Extra Lead 3.0 Miles	7214	323/70	%C:II	23352/-
6.	Cement plaster 1.6 up to 20" height 1/2" thick	1163	531/41	%Sff	6180/-
7.	Cement plaster 3/8" thick upto 20' height 1.4 (s.I No. 13 P-59)	886	536/14	%Sff	4750/-
8.	P/L 1" thick c.c topping 1.2.4 i/c surface finishing and dividing into panels 2" thick	595	1396/67	%Sff	8310/-
9.	C.C Plain 1:2:4 i/c Placing compacting finishing & Curing complete i/c screening & washing of stone ratio 1:2:4	420	5941/10	%Sff	24953/-
10.	P/L Halla tiles or pattern tiles glazed 6x6x4 1/2 on floor or wall facing in required colour and patern site specification jointed in white cement and pigment over a base of 1.2 gray cement mortar 3/4 thick i/c washing and filling of joints i/c cutting tile of proper profiled (S.I No.62 p-54)	1271	13306/35	%Sff	173661/-
11.	P/L Halla tiles or pattern tiles glazed 6x6x4 1/2 on floor or wall facing in required colour and patern site specification jointed in white cement and pigment over a base of 1.2 gray cement mortar 3/4 thick i/c washing and filling of joints i/c cutting tile of proper profiled (S.I No.62 p-54)	409	17091/69	%Sff	69905/-
12.	P/L 1" thick c.c topping 1.2.4 i/c surface finishing and dividing into panels (S.I No. 16 P-43) 3" thick	705	1820/23	%Sff	12833/-
13.	S/F Angle Iron / Tears at site of work	0.911	2300/-	P.Cwt	2095/-
14.	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position. Making joints and fastenings i/c cost of binding wire (also i/c removal of rust from bars) (S.I No. 19 P-58)	0.63	2772/55	P.Cwt	1748/-
15.	RCC work i/c all labour and material except the cost of steel reinforcement and it is labour for bending which will be paid separatel. This rate also i/c all kinds forms mold filling shuttering curring rendering and finishing the exposed surface. i/c screening and washing if single	7.0	114/-	P.CII	798/-

*ADL*

S. No	Item of Work	Qty	Rate	Unit	Amount
16.	White Wash 03 coats	1721	115/18	%Sft	1982/-
17.	White Wash 02 coats	1385	103/79	%Sft	1437/-
18.	Primary Coat of Chalk under distemper;	3891	58/85	%Sft	2290
19.	Distemping 03 coats	3891	263/51	%Sft	10253/-
20.	Preparing surface Painting Doors & Windows any type ( new surface)three coat.	930	978/95	% Sft	9104/-
21.	Preparing new surface preparing surface and painting Guards bars Gates of iron bars.	280	584/54	%Sft	163/-
22.	Knopriol of c.c 12" x 8" of approved design shape laid 1"2 gage cement mortar bed of 3/4 thick grey cement mortar 1"2 (S.I No: 39 P: No: 43)	138	3813/95	%Sft	5263/-
23.	Escalation of Cement Difference	229	105/-	P.Bag	24045/-
24.	Escalation of Steel Difference	0.03	23000/-	P.Ton	725/-
25.	Escalation of-Bricks Difference	8707	1000/-	Nos:	8707/-

**TOTAL 450323/-**

**PART "B" (W&S&S/F)**

26.	Providing R.C.C Pipe with colours class B and digging the trenches to required depth and fixing in position i/c cutting and cutting and fixing and joining with asphalt composition and cement mortar 1:1 and testing with water pressure to a 4 feet about the top of the pipe and refilling with excavated earth, (S.I No: P. No. 21) 9" dia	100	115/20	Rft	11520/-
27.	Construction of man hole or inspection chamber for the required dia of circular sewer and 3/6" (1067 mm) depth with BB cement mortar in 1:3 cement plaster 1:3 of inch thick inside of wall and 25 mm thick over benching and channel including i/c man hole cover with frame of clear opening 1/2 " 457 x 457 1.57 cwt (88 kg) embedded in plain c.c 1:2:4 and fixing 1" inch 25 mm dia m.s 6" 150 mm wide projection 4" 102 mm from the required wall 12" 305 mm c.c duly painted etc complete a per specification and drawing No: DP/1 P.H circle southern zone (S.I No. 1 P.No. 39) with out i.c cover.	04 Nos	5789/30	Each	23157/-

**TOTAL 34677/-**

  
CONTRACTOR

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) DEPTT:  
GHOTKI



## Bid Evaluation Report

BEE ②


1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
3. Tender Description/Name of work: Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP No: 1124/1245 @ GPS Dargah Aliva Saved Kamil Shah (Electrification) Taluka Ghotki.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8703
6. Total Bid documents sold: 3 Nos:
7. Total Bid Received: 3 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 2 Nos:
11. Final Bid Opening date: 09/06/2011

### 12. Bid Evaluation Report:


S.No.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/S M.B (Electric Works)	1009122/-	1 <sup>st</sup>	A) 1.0% Below B) --	Accepted Being Lowest rate quoted by the bidder	
2	M/S Modern (Electric Works)	109438/-	2 <sup>nd</sup>	A) 0.50% Below B) --	Rejected due to highest rate quoted by the bidder	
3	M/S Doltani (Electric Works)	109564/-	3 <sup>rd</sup>	A) 0.30% Below B) --	Rejected due to highest rate quoted by the bidder	


Signature of Members of the Committee.

Chairman

  
Executive District Officer  
Works & services Department  
Ghotki @ Mirpur Mathelo

Member

  
Assistant Accounts Officer  
Education Works Division  
Ghotki

  
District Officer  
Education Works (W&S)  
Department Ghotki

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

**CONSTRUCTION EVALUATION FORM**


TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER: 02 No;
- 5) BRIEF DESCRIPTION OF CONTRACT Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP No: 1124/1245 @ GPS Dargah Aliya Sayed Kamil Shah (Electrification) Taluka Ghotki.
- 6) FORUM THAT APPROVED THE SCHEME: P.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 96000/-
- 8) ENGINEER'S ESTIMATE Rs: 109800/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011@ 2:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
- 12) NUMER OF BIDS RECEIVED: 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
- 14) BID EVALUATION REPORT: Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S M.B (Electric Works)
- 16) CONTRACT AWARD PRICE: Rs:109122/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(I.E 1<sup>st</sup> M/S M.B Electric Works, 2<sup>nd</sup>, M/S Modern Electric Works, 3<sup>rd</sup>, M/S Doltani Electric Works)
- 18) METHOD OF PROCUREMENT USED:- (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE \_\_\_\_\_
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) SINGLE STAGE - ONE ENVELOPE PROCEDURE \_\_\_\_\_

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

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

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

21) ADVERTISEMENT:

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

Yes <input checked="" type="checkbox"/>	ID NO. 8703
No	

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

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

22) NATURE OF CONTRACT

Domicile/ local <input checked="" type="checkbox"/>	Int:	
--	------	--

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATION BID / BEST EVALUATION BID  
(If case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?


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

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

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

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

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

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

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

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

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

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

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

34) DEVAITION FROM QUALIFICATION CRETERIA  
(If yes, give detailed reasons)

Yes	
No	

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

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

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PRIMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

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

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


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

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

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

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

FOR OFFICE USE ONLY

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

OFFICE OF THE  
DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTKI

No. DO (EWG)TC/2080/2011

Dated 11-6/2011

To,

M/S M.B. Elect Work.  
Government Contractor  
Ghotki

SUBJECT

upgradation of P.S. in to M.S. in Rwp 2005-01P  
- R/S Dargah Aliya Syed Karim Shah

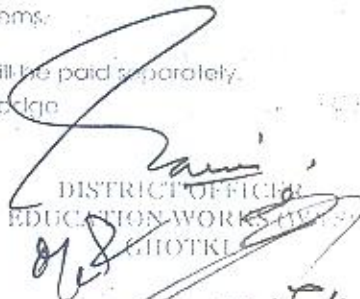
Reference

Your B-1 Tender opened on 9-6-2011

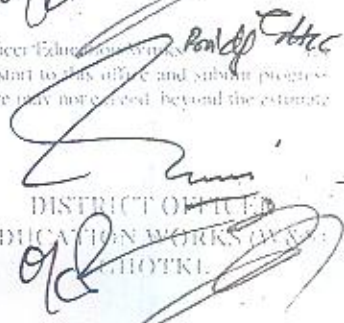
The following rates quoted by you for the above mentioned work is found reasonable and therefore hereby accepted, and also B-1 agreement amounting to Rs. 169127/- rates sanctioned.

- |    |   |              |
|----|---|--------------|
| 1) | New composite schedule of rates Building item of 2004             | @Rs: _____   |
|    |   | @Rs: _____   |
| 1) | New Composite Schedule of Rates Building item of 2004             | @Rs: _____   |
| 2) | Schedule of Rates for Internal W/S External W/S Filling item 2004 | @Rs: _____   |
| 3) | Highway Schedule of Rates 2004                                    | @Rs: _____   |
| 4) | Public health Engineering Schedule Of Rates 2004                  | @Rs: _____   |
| 5) | New Electric Schedule of Rates 2004                               | @Rs: 19-0/-  |
| 6) | Non Schedule Item   | @Rs: 34000/- |

1. You are therefore requested to please started the work within 7 days of the issue of this work order under intimation to the Deputy District Officer Education Works complete the work in ( 5 ) Months
  2. You are further directed to attend this office within seven days the issue of this work order and complete tender documents.
  3. The stipulated date of start and completion is fixed as \_\_\_\_\_ and \_\_\_\_\_ respectively with should be read strictly
  1. The work is to be carried out as per PWD specification
  2. No cartage for any material which either arranged by or supplied by govt. will be separate.
  3. No premium will be allowed on Non Schedule items.
  4. Bholar / Stui Quarry sand will be used.
  5. Difference of Cement, Bricks, and Wood Work will be paid separately.
- The receipt of this letter may please be acknowledged

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI

Copy is forwarded along with schedule B to the Deputy District Officer Education Works for information and submits progress. He should report actual date of start to this office and submit progress report as required under clause (2) of the agreement the expenditure may not exceed beyond the estimate cost over the permissible limit.

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI

**SCHEDULE "B"**

NAME OF WORK-

UP-GRADATION OF PRIMARY SCHOOL TO MIDDLE SCHOOL IN SINDH  
2005-06 PROGRAMME ADP NO. 1124/1245 @ GPS DARGAH ALIAYA  
KAMIL SHAH TALUKA GHOTKI (ELECTRIFICATION).

S.No	Item of Work	Qty	Rate	Unit	Amount
1.	Wiring for light or fan point with 1/1"13 (3//029) pvc insulated wire PVC In causing and caping.(S.I No. 18 P-3)	40	538/51	P.Point	21540/-
2.	Wiring for plug point with 1/1.13 (3/.029) PVC insulated wire in casing and casing(S.I No.20 P-3)	1x08Nos:	269/03	P.Point	2152/-
3.	Wiring for mains with 2-7/.029 PVC wire on PVC casting and caping (S.I No.72 P-8)	1x400	28/38	P.Rft	11350/-
4.	Wring for man 2/17/0.36 PVC Insulted wring in 25 mm (1") PVC casting & caping (S.No. 73 P.No. 08)	1x200	30/47	P.Rft	6094/-
5.	Wiring for main with 2-7/1.35 (7/.9-52) pvc insulated wire in 25 mm (1" ) pvc conduit fitted (S.I. NO: 09. B.P.04)	1x40	34/36	P.Rft	1375/-
6.	P/F A.C on way s.p 5amps switch flush type on a given prepared board ( s.i.no" 1p.10)	1x43	34/38	Each	1478/-
7.	P/F flash type 2 pin 5 amps s.p plug socket switch and shoes unit on prepared board recessed nthe wall or col: ( S.I.NO: 10 P.10)	1x08	58/58	Each	469/-
8.	P/F surface type 3 pin 15 amps, s.p surface plugs socket, switch ans shoe unit on Metal board. (S.No. 17 P.No. 11)	1x02	166/97	Each	334/-
9.	P/F Electric call bell 220/250 volts 70mm. (S.No. 21 P.No. 11)	1x01	150/70	P. No.	151/-
10.	P/F flush type B C Brass centre Swiveling type Button holder. (No. 02 P No. 14)	1x01	25/19	P. No.	25/-
11.	P/F double s.w board to accommodate main or sub main control switch & for other similar jobs on surface (S.I.NO:1P.13)	1x4.0	105/88	P.sff	424/-
12.	P/F B.C brass holder etc as required etc complete	1x13	54/79	Each	712/-
13.	Fixing A.C ceiling fan regulator on S.W board	1x10 Nos:	91/30	Each	913/-
14.	Mid steel bar fan clamps 15.8 m dia suitable for R.C.C roof (S.I.No. 1P-14)	1x10 Nos:	141/01	Each	1410/-
15.	Erection of ceiling fan i/c wiring of down rod with 1/1.13m(3/.092)pvc wire fixing of regulators blade canopy etc as required (S.I.NO:3P.14)	1x10	82/16	P. No.	821/-
16.	Providing & fixing S.W cnopy block & baklite ceiling rose on S.W black.(S.R No. 3 P-14)	1x24	44/-	Each	1056/-
17.	Providing circuit Breaker 6amps to 63 amps s.p i/c fixing on a prepared board & n/c (S.I.NO: 1P.20)	1x06	442/02	Each	2657/-
18.	Providing Circuit Breaker 60 a,[s tp 63 amps s.p i/c fixing on a prepared board & n/connection (S.I.NO: 4/.20)	1x01 Nos:	948/02	Each	948/-
19.	P/F Eathing set with 2x2x1/4" coper plate buried in the ground at a depth of 12" or less if water from the ground level with salt & charcoal etc i/c making the pit 12" deep by excavation of all type fo soil earth plate to be connection with no: 8 swg bare copperwire run in 1/2" g.i pipe straight from the earth plate upto the metallic electrical scary i/c providing necessary Tee. (S.I.NO.2 P.26)	1x01 No.	2570/37	Each	2570/-
20.	P/F 1-40 watts tube light complete with 40 watts 4'-0 long rod chock , starter and putty with philps components i/c necessary electric connection & fixing on wall or ceiling etc complete (S.I.NO:1P.33)	1x05 Nos:	396/-	Each	1980/-

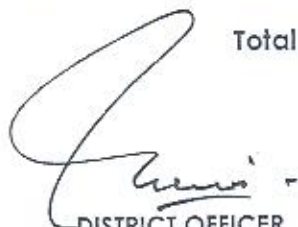
*Handwritten signature: 407/ah 810*

S.No	Item of Work	Qty	Rate	Unit	Amount
21.	P/W wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc complete. (S.I.NO:5 P.33)	1x05 Nos:	497/-	Each	2485/-
22.	P/F Energy saver Superior quality i/c fixing on existing holder etc complete.	1x01	497/-	Each	497/-
23.	P/F bulb 100 WATTS (s.i.no: 7.p33)	1x13 Nos:	25/-	Each	325/-
24.	P/F distribution board double shultter to accommodate circuit breaker for other similar jobs on surface ( s.i.no: 8 , p.13)	1X1.50	907/96	P.Sft	1362/-
<b>Total Rs:</b>					<b>63128/-</b>

PART (B) NON SCHEDULE ITEM

01.	Supplying & fixing 56" size Ceiling Fans. (G.F.C & Pak Fan)	1x10	3400/-	Each	34000/-
<b>Total Rs:</b>					<b>34000/-</b>

  
CONTRACTOR

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) DEPTT:  
GHOTKI

## Bid Evaluation Report

BEE (M)

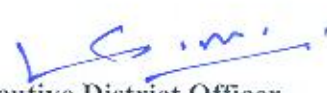
1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
3. Tender Description/Name of work: Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP No: 1124/1245 @ GPS Allah Warayo Mahar (Electrification) Taluka Daharki.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8703
6. Total Bid documents sold: 3 Nos:
7. Total Bid Received: 3 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 2 Nos:
11. Final Bid Opening date: 09/06/2011

### 12. Bid Evaluation Report:


S.N o.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/S Darshan (Electric Works)	109185/-	1 <sup>st</sup>	A) 0.90% Below B) --	Accepted Being Lowest rate quoted by the bidder	
2	M/S Doltani (Electric Works)	109375/-	2 <sup>nd</sup>	A) 0.60% Below B) --	Rejected due to highest rate quoted by the bidder	
3	M/S M.B (Electric Works)	109564/-	3 <sup>rd</sup>	A) 0.30% Below B) --	Rejected due to highest rate quoted by the bidder	

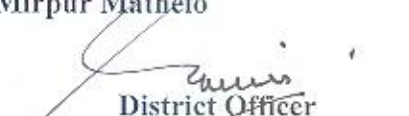
Signature of Members of the Committee.

Chairman

  
Executive District Officer  
Works & services Department  
Ghotki @ Mirpur Mathelo

Member

  
Assistant Accounts Officer  
Education Works Division  
Ghotki

  
District Officer  
Education Works (W&S)  
Department Ghotki



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

**CONSTRUCTION EVALUATION FORM**

TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF  
WORKS, SERVICES & GOODS

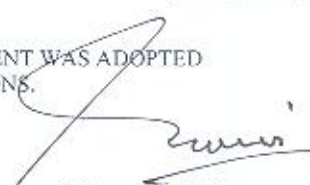
- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER: 03 No:
- 5) BRIEF DESCRIPTION OF CONTRACT: Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP  
No: 1124/1245 @ GPS Allah Warayo Mahar (Electrification) Taluka Daharki.
- 6) FORUM THAT APPROVED THE SCHEME: P.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 96000/-
- 8) ENGINEER'S ESTIMATE Rs: 109800/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011 @ 2:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
- 12) NUMER OF BIDS RECEIVED: 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
- 14) BID EVALUATION REPORT: Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S Darshan Electric Works
- 16) CONTRACT AWARD PRICE: Rs:109185/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(I.E 1<sup>st</sup> M/S Darshan Electric Works, 2<sup>nd</sup>, M/S Doltani Electric Works, 3<sup>rd</sup>, M/S M.B Electric Works)

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

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

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

21) ADVERTISEMENT:

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

Yes <input checked="" type="checkbox"/>	ID NO. 8703
No	

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

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

22) NATURE OF CONTRACT

Domicile/ local <input checked="" type="checkbox"/>	Int:	
--	------	--

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATION BID / BEST EVALUATION BID  
(If case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?

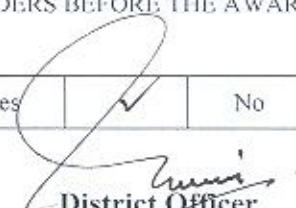
Yes	<input checked="" type="checkbox"/>	No	
-----	-------------------------------------	----	--

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

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

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

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	✓	No	
-----	---	----	--

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PRIMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

Yes		No	✓
-----	--	----	---

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


Yes		No	✓
-----	--	----	---

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

Yes	
No	✓

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

FOR OFFICE USE ONLY

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

OFFICE OF THE  
DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTKI

No. DO (EWG)TC/2096/2011

Dated 11.6.2011

To,

M/S Depstan Elect Works.  
Government Contractor  
Ghotki

SUBJECT:

Upgrade of PS into M.S in P.A 2005.06/10  
GPS Allah Nawaz Maher

Reference:

Your B-1 Tender opened on 9-6-2011

The following rates quoted by you for the above mentioned work is found reasonable and therefore hereby accepted, and also B-1 agreement amounting to Rs: 109,187/- rates sanctioned.

- |    |   |                       |
|----|---|-----------------------|
| 1) | New composite schedule of rates Building item of 2004             | @Rs: _____            |
|    |   | @Rs: _____            |
| 1) | New Composite Schedule of Rates Building item of 2004             | @Rs: _____            |
| 2) | Schedule of Rates for Internal W/S External W/S Fitting item 2004 | @Rs: _____            |
| 3) | Highway Schedule of Rates 2004                                    | @Rs: _____            |
| 4) | Public health Engineering Schedule Of Rates 2004                  | @Rs: _____            |
| 5) | New Electric Schedule of Rates 2004                               | @Rs: 19.10% <u>OK</u> |
| 6) | Non Schedule item   | @Rs: 34000/-          |

1. You are therefore requested to please started the work within 7 days of the issue of work order under intimation to the Deputy District Officer Education Works complete the work in ( 5 ) Months
2. You are further directed to attend this office within seven days the issue of this work order and complete tender documents.
3. The stipulated date of start and completion is fixed as \_\_\_\_\_ and \_\_\_\_\_ respectively with should be read strictly

1. The work is to be carried out as per PWD specification
  2. No cartage for any material which either arranged by or supplied by govt. will be separate.
  3. No. premium will be allowed on Non Schedule items
  4. Bholar / Sui Quarry sand will be used.
  5. Difference of Cement, Bricks, and Wood Work will be paid separately.
- The receipt of this letter may please be acknowledge

DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI.

Copy is forwarded along with schedule B to the Deputy District Officer Education Works for information and submits progress. He should report actual date of start in this office and submit progress report as required under clause (2) of the agreement the expenditure may not exceed beyond the estimate cost over the per miss able limit

DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI.

SCHEDULE "B"

NAME OF WORK-

UP-GRADATION OF PRIMARY SCHOOL TO MIDDLE SCHOOL IN SINDH  
2005-06 PROGRAMME ADP NO. 1124/1245 @ GPS ALLAH WARAYO  
MAHAR TALUKA DAHARKI (ELECTRIFICATION).

S.No	Item of Work	Qty	Rate	Unit	Amount
1.	Wiring for light or fan point with 1/1"13 (3//029) pvc insulated wire PVC In casing and capping.(S.I No. 18 P-3)	40	538/51	P.Point	21540/-
2.	Wiring for plug point with 1/1.13 (3//029) PVC insulated wire in casing and capping(S.I No.20 P-3)	1x08Nos:	269/03	P.Point	2152/-
3.	Wiring for mains with 2-7//.029 PVC wire on PVC casing and capping (S.I No.72 P-8)	1x400	28/38	P.Rft	11350/-
4.	Wring for man 2/17/0.36 PVC Insulted wring in 25 mm (1") PVC casing & capping (S.No. 73 P.No. 08)	1x200	30/47	P.Rft	6094/-
5.	Wiring for main with 2-7/1.35 (7//9-52) pvc insulated wire in 25 mm (1" ) pvc conduit fitted (S.I. NO: 09. B.P.04)	1x40	34/36	P.Rft	1375/-
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7.	P/F flash type 2 pin 5 amps s.p plug socket switch and shoes unit on prepared board recessed nthe wall or col: ( S.I.NO: 10 P.10)	1x08	58/58	Each	469/-
8.	P/F surface type 3 pin 15 amps. s.p surface plugs socket, switch ans shoe unit on Metal board. (S.No. 17 P.No. 11)	1x02	166/97	Each	334/-
9.	P/F Electric call bell 220/250 volts 70mm. (S.No. 21 P.No. 11)	1x01	150/70	P. No.	151/-
10.	P/F flush type B C Brass centre Swiveling type Button holder. (No. 02 P No. 14)	1x01	25/19	P. No.	25/-
11.	P/F double s.w board to accommodate main or sub main control switch & for other similar jobs on surface (S.I.NO:1P.13)	1x4.0	105/88	P.sft	424/-
12.	P/F B.C brass holder etc as required etc complete	1x13	54/79	Each	712/-
13.	Fixing A.C ceiling fan regulator on S.W board	1x10 Nos:	91/30	Each	913/-
14.	Mid steel bar fan clamps 15.8 m dia suitable for R.C.C roof (S.I.No. 1P-14)	1x10 Nos:	141/01	Each	1410/-
15.	Errction of ceiling fan i/c wiring of down rod with 1/1.13m(3//092)pvc wire fixing of regulators blade canopy etc as required (S.I.NO:3P.14)	1x10	82/16	P. No.	821/-
16.	Providing & fixing S.W anopy block & baklite ceiling rose on S.W black.(S.R No. 3 P-14)	1x24	44/-	Each	1056/-
17.	Providing circuit Breaker 6amps to 63 amps s.p i/c fixing on a prepared board & n/c (S.I.NO: 1P.20)	1x06	442/02	Each	2657/-
18.	Providing Circuit Breaker 60 a,[s tp 63 amps s.p i/c fixing on a prepared board & n/connection (S.I.NO: 4//20)	1x01 Nos:	948/02	Each	948/-
19.	P/F Eathing set with 2x2x1/4" coper plate buried in the ground at a depth of 12" or less if water from the ground level with salt & charcoal etc i/c making the pit 12" deep by excavation of all type to soil earth plate to be connection with no: 8 swg bare copperwire run in 1/2" g.i pipe straight from the earth plate upto the metallic electrical scary i/c providing necessary Tee. (S.I.NO.2 P.26)	1x01 No.	2570/37	Each	2570/-
20.	P/F 1-40 watts tube light complete with 40 watts 4'-0 long rod chock , starter and putly with philps components i/c necessary electric connection & fixing on wall or ceiling etc complete (S.I.NO:1P.33)	1x05 Nos:	396/-	Each	1980/-

## Bid Evaluation Report

BEP ①

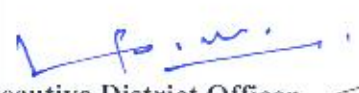
1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
3. Tender Description/Name of work: Up-Gradation of M.S to H.S in Sindh 2005-06 Prog: ADP No: 1152/1162 @ GMS Pir Bux Pitafi (Electrification) Taluka M.Mathelo.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8703
6. Total Bid documents sold: 3 Nos:
7. Total Bid Received: 3 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 2 Nos:
11. Final Bid Opening date: 09/06/2011

### 12. Bid Evaluation Report:


S.N o.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/S Sayed & Brothers (Electric Works)	215151/-	1 <sup>st</sup>	A) 0.90% Below B) --	Accepted Being Lowest rate quoted by the bidder	
2	M/S M.B (Electric Works)	215381/-	2 <sup>nd</sup>	A) 0.70% Below B) --	Rejected due to highest rate quoted by the bidder	
3	M/S Doltani (Electric Works)	215841/-	3 <sup>rd</sup>	A) 0.30% Below B) --	Rejected due to highest rate quoted by the bidder	


Signature of Members of the Committee.

Chairman

  
Executive District Officer  
Works & services Department  
Ghotki @ Mirpur Mathelo

Member

  
Assistant Accounts Officer  
Education Works Division  
Ghotki

  
District Officer  
Education Works (W&S)  
Department Ghotki

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

**CONSTRUCTION EVALUATION FORM**


TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER: 04 No:
- 5) BRIEF DESCRIPTION OF CONTRACT: Up-Gradation of M.S to H.S in Sindh 2005-06 Prog: ADP No: 1152/1162 @ GMS Pir Bux Pitafi (Electrification) Taluka M.Mathelo.
- 6) FORUM THAT APPROVED THE SCHEME: P.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 189000/-
- 8) ENGINEER'S ESTIMATE Rs: 216000/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011@ 2:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
- 12) NUMER OF BIDS RECEIVED: 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
- 14) BID EVALUATION REPORT: Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S Sayed & Brothers Electric Works
- 16) CONTRACT AWARD PRICE: Rs: 215215/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(I.E 1<sup>st</sup> M/S Sayed & Brothers Electric Works, 2<sup>nd</sup>, M/S M.B Electric Works, 3<sup>rd</sup>, M/S Doltani Electric Works)
- 18) METHOD OF PROCUREMENT USED:- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE\_\_\_\_\_
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE\_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE\_\_\_\_\_
- d) SINGLE STAGE – ONE ENVELOPE PROCEDURE\_\_\_\_\_

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

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

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

21) ADVERTISEMENT:

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

Yes <input checked="" type="checkbox"/>	ID NO. 8703
No	

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

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

22) NATURE OF CONTRACT

Domicile/ local <input checked="" type="checkbox"/>	Int:	
--	------	--

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATION BID / BEST EVALUATION BID  
(If case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?

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

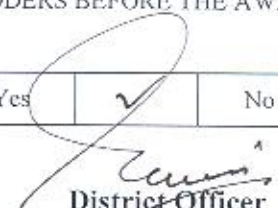
29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT  
AT THE TIME OF OPENING OF BID?

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the evaluation report)

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki



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

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

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

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

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

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

34) DEVAITION FROM QUALIFICATION CRETERIA  
(If yes, give detailed reasons)

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

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

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

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PRIMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

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

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

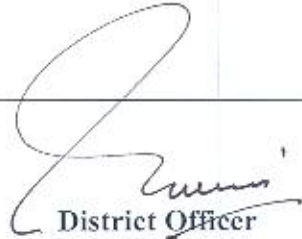
Yes		No	<input checked="" type="checkbox"/>
-----	--	----	-------------------------------------

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

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

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

FOR OFFICE USE ONLY

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

OFFICE OF THE  
DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTKI

No. DO (EWG)TC/2099/2011

Dated 11-6-2011

To,

M/S Gajal and Pathan.  
Government Contractor  
Ghotki

SUBJECT:

upgradation of M.S into H.S in PWA MAS-02 Proj  
CMS Per Form Refers

Reference:

Your B-1 Tender opened on 9-6-2011

The following rates quoted by you for the above mentioned work is found reasonable and therefore hereby accepted, and also B-1 agreement amounting to Rs: 215151/- rates sanctioned.

- |    |   |              |
|----|---|--------------|
| 1) | New composite schedule of rates Building item of 2004             | @Rs: _____   |
|    |   | @Rs: _____   |
| 1) | New Composite Schedule of Rates Building item of 2004             | @Rs: _____   |
| 2) | Schedule of Rates for Internal W/S External W/S Fitting item 2004 | @Rs: _____   |
| 3) | Highway Schedule of Rates 2004                                    | @Rs: _____   |
| 4) | Public health Engineering Schedule Of Rates 2004                  | @Rs: _____   |
| 5) | New Electric Schedule of Rates 2004                               | @Rs: 19.10/- |
| 6) | Non Schedule item   | @Rs: 78200/- |

1. You are therefore requested to please started the work within 7 days of the issue of work order under intimation to the Deputy District Officer Education Works, complete the work in (5) Months
  2. You are further directed to attend this office within seven days the issue of this work order and complete tender documents.
  3. The stipulated date of start and completion is fixed as \_\_\_\_\_ and \_\_\_\_\_ respectively with should be read strictly.
  1. The work is to be carried out as per PWD specification
  2. No cartage for any material which either arranged by or supplied by govt. will be separate.
  3. No. premium will be allowed on Non Schedule items.
  4. Bholar / Sui Quarry sand will be used.
  5. Difference of Cement, Bricks, and Wood Work will be paid separately.
- The receipt of this letter may please be acknowledge.

DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI

Copy is forwarded along with schedule B to the Deputy District Officer Education Works for information and submit progress. He should report actual date of start to this office and submit progress report as required under clause (2) of the agreement the expenditure may not exceed beyond the estimate cost over the per miss able limit

DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI

**SCHEDULE "B"**

NAME OF WORK- INTERNAL ELECTRIFICATION FOR UP-GRADATION OF MIDDLE SCHOOL TO HIGH SCHOOL IN SINDH 2005-06 PROGRAMME ADP NO. 1152/1262 GHS PIR BUX PITAFI TALUKA KHANGARH.

S.No	Item of Work	Qty	Rate	Unit	Amount
1.	Wiring for light or fan point with 1/1"13 (3//029) pvc insulated wire PVC In causing and caping.(S.I No. 18 P-3)	62 Points	538/51	P.Point	33388/-
2.	Wiring for plug point with 1/1.13 (3/.029) PVC insulated wire in casing and casing(S.I No.20 P-3)	1x10Nos:	269/03	P.Point	2690/-
3.	Wiring for mains with 2-7/.029 PVC wire on PVC casting and caping.(S.I No.72 P-8)	1x80	28/38	P.Rft	22704/-
4.	P/F A.C on way s.p 5amps switch flush type on a given prepared board ( s.i.no" 1p.10)	1x62	34/38	Each	2132
5.	P/F flash type 2 pin 5 amps s.p plug socket switch and shoes unit on prepared board recessed nthe wall or col: ( S.I.NO: 10 P.10)	1x10	58/58	Each	586/-
6.	P/F double s.w board to accommodate main or sub main control switch & for other similar jobs on surface (S.I.NO:1P.13)	1x7.0	105/88	P.sft	741/-
7.	Fixing A.C ceiling fan regulator on S.W board	1x23 Nos:	91/30	Each	2100/-
8.	Mid steel bar fan clamps 15.8 m dia suitable for R.C.C roof (S.I.No. 1P-14)	1x23 Nos:	141/01	Each	3243/-
9.	Providing & fixing S.W cnopy block & baklite ceiling rose on S.W block.(S.R No. 3 P-14)	1x23	44/-	Each	1012/-
10.	Providing circuit Breaker 6amps to 63 amps s.p i/c fixing on a prepared board & n/c (S.I.NO: 1P.20)	1x15	442/02	Each	6630/-
11.	Providing and circuit Breaker 6amps s.p i/s fixing on a prepared board & N/connection (S.I No. 4/20)	1x04 No:	6157/06	Each	6157/-
12.	P/F Eathing set with 2x2x1/4" coper plate buried in the ground at a depth of 12" or less if water from the ground level with salt & charcoal etc i/c making the pit 12" deep by excavation of all type fo soil earth plate to be connection with no: 8 swg bare copperwire run in 1/2" g.i pipe straight from the earth plate upto the metallic electrical scary i/c providing necessary Tee. (S.I.NO:2 P.26)	1x01 No.	2570/37	Each	2570/-
13.	P/F surface type 3 pin 15 amps, s.p surface plugs socket, switch ans shoe unit on Metal board. (S.No. 17 P.No. 11)	1x03	166/97	Each	501/-
14.	Wiring for main with 2-7/1.35 (7/9-52) pvc insulated wire in 25 mm (1" ) pvc conduit fitted (S.I. NO: 09. B.P.04)	1x80	34/36	P.Rft	6185/-
15.	Wring for man 2/17/0.36 PVC Insulted wring in 25 mm (1") PVC casting & caping (S.No. 73 P.No. 08)	1x200	30/47	P.Rft	6049/-
16.	P/W wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc com plete . (S.I.NO:5 P.33)	1x11 Nos:	497/-	Each	5467/-
17.	P/F wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc com plete . (S.I.NO:5 P.33)	1x14	497/3	Each	6958/-
18.	P/F distribution board double shullter to accommodate circuit breaker for other similar jobs on surface ( s.i.no: 8 . p.13)	1x1.50	907/96	P.Sft	1362/-
19.	P/F bulb 100 WATTS (s.i.no: 7.p33)	1x12 Nos:	25/-	Each	300/-

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S.No	Item of Work	Qty	Rate	Unit	Amount
20.	P/F B.C brass holder etc as required etc complete	1x36	54/79	Each	1972/-
21.	P/F Electric call bell 220/250 volts 70mm. (S.No. 21 P.No. 11)	1x02	150/70	P. No.	301/-
22.	P/F flush type B C Brass centre Swiveling type Button holder. (No. 02 P No. 14)	1x02	25/19	P. No.	50/-
23.	Erection of ceiling fan i/c wiring of down rod with 1/1.13m(3/.092) pvc wire fixing of regulators blade canopy etc as required (S.I.NO:3P.14)	1x23	82/16	P. No.	1890/-
<b>Total Rs:</b>					<b>114988/-</b>

PART (B) NON SCHEDULE ITEM

01.	Supplying & fixing 56" size Ceiling Fans. (G.F.C & Pak Fan)	1x23	3400/-	Each	78200/-
<b>Total Rs:</b>					<b>78200/-</b>

  
CONTRACTOR

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) DEPTT:  
GHOTKI

## Bid Evaluation Report

BEP (2)

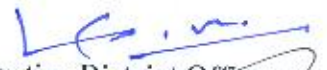
1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
3. Tender Description/Name of work: Up-Gradation of M.S to H.S in Sindh 2005-06 Prog: ADP No: 1152/1162 @ GMS Nazar Ali Gadani (Electrification) Taluka M.Mathelo.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8703
6. Total Bid documents sold: 3 Nos:
7. Total Bid Received: 3 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 2 Nos:
11. Final Bid Opening date: 09/06/2011

### 12. Bid Evaluation Report:


S.No.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/S Farhan Enterprises	215036/-	1 <sup>st</sup>	A) 1.0% Below B) --	Accepted Being Lowest rate quoted by the bidder	
2	M/S Modern (Electric Works)	215266/-	2 <sup>nd</sup>	A) 0.80% Below B) --	Rejected due to highest rate quoted by the bidder	
3	M/S Doltani (Electric Works)	215726/-	3 <sup>rd</sup>	A) 0.60% Below B) --	Rejected due to highest rate quoted by the bidder	


Signature of Members of the Committee.

Chairman

  
Executive District Officer  
Works & services Department  
Ghotki @ Mirpur Mathelo

Member

  
Assistant Accounts Officer  
Education Works Division  
Ghotki

  
District Officer  
Education Works (W&S)  
Department Ghotki

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

**CONSTRUCTION EVALUATION FORM**

TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF  
WORKS, SERVICES & GOODS

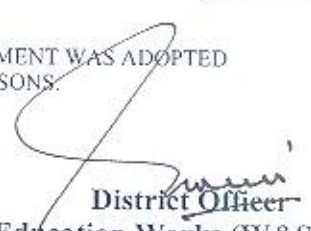
- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER: 05 No;
- 5) BRIEF DESCRIPTION OF CONTRACT: Up-Gradation of M.S to H.S in Sindh 2005-06 Prog: ADP  
No: 1152/1162 @ GMS Nazar Ali Gadani (Electrification) Taluka M.Mathelo.
- 6) FORUM THAT APPROVED THE SCHEME: P.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 189000/-
- 8) ENGINEER'S ESTIMATE Rs: 216200/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011@ 2:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos;
- 12) NUMER OF BIDS RECEIVED: 03 Nos;
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos;
- 14) BID EVALUATION REPORT: Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S Farhan Enterprises
- 16) CONTRACT AWARD PRICE: Rs: 215036/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(I.E 1<sup>st</sup> M/S Farhan Enterprises, 2<sup>nd</sup>, M/S Modern Electric Works, 3<sup>rd</sup>, M/S Doltani Electric Works)

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

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

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

21) ADVERTISEMENT:

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

Yes <input checked="" type="checkbox"/>	ID NO. 8703
No	

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

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

22) NATURE OF CONTRACT

Domicile/ local <input checked="" type="checkbox"/>	Int:	
--	------	--

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATION BID / BEST EVALUATION BID  
(If case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?

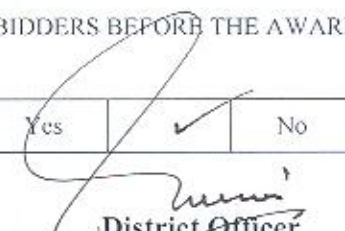
Yes	<input checked="" type="checkbox"/>	No	
-----	-------------------------------------	----	--

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

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

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

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

34) DEVAITION FROM QUALIFICATION CRETERIA  
(If yes, give detailed reasons)

Yes	
No	✓

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

Yes	✓	No	
-----	---	----	--

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

Yes		No	✓
-----	--	----	---

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


Yes		No	✓
-----	--	----	---

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

Yes	
No	✓

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

FOR OFFICE USE ONLY

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki



OFFICE OF THE  
DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTKI

No. DO (EWG)TC/1068/2011

Dated 20-6-2011

To,

M/S Falam Enterprises  
Government Contractor  
Ghotki

SUBJECT

upgradation M.S into H.S in P.M 2005-08  
S.MS Nazim Ali Garden Eled.

Reference

Your B-1 Tender opened on 9-6-2011

The following rates quoted by you for the above mentioned work is found reasonable and therefore hereby accepted, and also B-1 agreement amounting to Rs: 215036/- rates sanctioned.

- |    |   |               |
|----|---|---------------|
| 1) | New composite schedule of rates Building item of 2004             | @Rs: _____    |
|    |   | @Rs: _____    |
| 1) | New Composite Schedule of Rates Building item of 2004.            | @Rs: _____    |
| 2) | Schedule of Rates for Internal W/S External W/S Filling item 2004 | @Rs: _____    |
| 3) | Highway Schedule of Rates 2004                                    | @Rs: _____    |
| 4) | Public health Engineering Schedule Of Rates 2004                  | @Rs: _____    |
| 5) | New Electric Schedule of Rates 2004                               | @Rs: 19-07-01 |
| 6) | Non Schedule item   | @Rs: 78260/-  |

- You are therefore requested to please started the work within 7 days of the issue of work order under intimation to the Deputy District Officer Education Works complete the work in (05) Months
  - You are further directed to attend this office within seven days the issue of this work order and complete tender documents.
  - The stipulated date of start and completion is fixed as \_\_\_\_\_ and \_\_\_\_\_ respectively with should be read strictly
  - The work is to be carried out as per PWD specification
  - No cartage for any material which either arranged by or supplied by govt. will be separate.
  - No. premium will be allowed on Non Schedule items
  - Bholar / Sui Quarry sand will be used.
  - Difference of Cement, Bricks, and Wood Work will be paid separately.
- The receipt of this letter may please be acknowledge

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

Copy is forwarded along with schedule B to the Deputy District Officer Education Works for information and submits progress. He should report actual date of start to this office and submit progress report as required under clause (2) of the agreement the expenditure may not exceed beyond the contract cost over the permissible limit

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

**SCHEDULE "B"**

NAME OF WORK-

**INTERNAL ELECTRIFICATION FOR UP-GRADATION OF MIDDLE  
SCHOOL TO HIGH SCHOOL IN SINDH 2005-06 PROGRAMME ADP  
NO. 1152/1262 GMS NAZAR ALI CHACHAR TALUKA GHOTKI.**

S.No	Item of Work	Qty	Rate	Unit	Amount
1.	Wiring for light or fan point with 1/1"13 (3//029) pvc insulated wire PVC In causing and capping.(S.I No. 18 P-3)	62 Points	538/51	P.Point	33388/-
2.	Wiring for plug point with 1/1.13 (3/.029) PVC insulated wire in casing and casing(S.I No.20 P-3)	1x10Nos:	269/03	P.Point	2690/-
3.	Wiring for mains with 2-7/.029 PVC wire on PVC casting and capping (S.I No.72 P-8)	1x80	28/38	P.Rft	22704/-
4.	P/F A.C on way s.p 5amps switch flush type on a given prepared board ( s.i.no" 1p.10)	1x62	34/38	Each	2132
5.	P/F flash type 2 pin 5 amps s.p plug socket switch and shoes unit on prepared board recessed nthe wall or col: ( S.I.NO: 10 P.10)	1x10	58/58	Each	586/-
6.	P/F double s.w board to accommodate main or sub main control switch & for other similar jobs on surface (S.I.NO:1P.13)	1x7.0	105/88	P.sft	741/-
7.	Fixing A.C ceiling fan regulator on S.W board	1x23 Nos:	91/30	Each	2100/-
8.	Mid steel bar fan clamps 15.8 m dia suitable for R.C.C roof (S.I.No. 1P-14)	1x23 Nos:	141/01	Each	3243/-
9.	Providing & fixing S.W cnopy block & baklite ceiling rose on S.W black.(S.R No. 3 P-14	1x23	44/-	Each	1012/-
10.	Providing circuit Breaker 6amps to 63 amps s.p i/c fixing on a prepared board & n/c (S.I.NO: 1P.20)	1x15	442/02	Each	6630/-
11.	Providing and circuit Breaker 6amps s.p i/s fixing on a prepared board & N/connection (S.I No. 4/20)	1x01 No:	6157/06	Each	6157/-
12.	P/F Eathing set with 2x2x1/4" coper plate buried in the ground at a depth of 12" or less if water from the ground level with salt & charcoal etc i/c making the pit 12" deep by excavation of all type fo soil earth plate to be connection with no: 8 swg bare copperwire run in 1/2" g.i pipe straight from the earth plate upto the metallic electrical scary i/c providing necessary Tee. (S.I.NO.2 P.26)	1x01 No.	2570/37	Each	2570/-
13.	P/F surface type 3 pin 15 amps, s.p surface plugs socket, switch ans shoe unit on Metal board. (S.No. 17 P.No. 11)	1x03	166/97	Each	501/-
14.	Wiring for main with 2-7/1.35 (7/9-52) pvc insulated wire in 25 mm (1" ) pvc conduit fitted (S.I. NO: 09. B.P.04)	1x80	34/36	P.Rft	6185/-
15.	Wring for man 2/17/0.36 PVC Insulted wring in 25 mm (1") PVC casting & capping (S.No. 73 P.No. 08)	1x200	30/47	P.Rft	6049/-
16.	P/W wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc com plete . (S.I.NO:5 P.33)	1x11 Nos:	497/-	Each	5467/-
17.	P/F wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc com plete . (S.I.NO:5 P.33)	1x14	497/-	Each	6958/-
18.	P/F distribution board double shuttter to accommodate circuit breaker for other similar jobs onrurface ( s.i.no: 8 .p.13)	1X1.50	907/96	P.Sft	1362/-
19.	P/F bulb 100 WATTS (s.i.no: 7.p33)	1x12 Nos:	25/-	Each	300/-




S.No	Item of Work	Qty	Rate	Unit	Amount
20.	P/F B.C brass holder etc as required etc complete	1x36	54/79	Each	1972/-
21.	P/F Electric call bell 220/250 volts 70mm. (S.No. 21 P.No. 11)	1x02	150/70	P. No.	301/-
22.	P/F flush type B C Brass centre Swiveling type Button holder. (No. 02 P No. 14)	1x02	25/19	P. No.	50/-
23.	Erection of ceiling fan i/c wiring of down rod with 1/1.13m(3/.092)pvc wire fixing of regulators blade canopy etc as required (S.I.NO:3P.14)	1x23	82/16	P. No.	1890/-
<b>Total Rs:</b>					<b>114988/-</b>

PART (B) NON SCHEDULE ITEM

01.	Supplying & fixing 56" size Ceiling Fans. (G.F.C & Pak Fan)	1x23	3400/-	Each	78200/-
<b>Total Rs:</b>					<b>78200/-</b>

  
CONTRACTOR

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) DEPTT:  
GHOTKI

## Bid Evaluation Report

BER-3

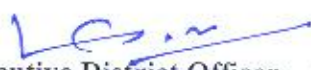
1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
3. Tender Description/Name of work: Up-Gradation of M.S to H.S in Sindh 2005-06 Prog: ADP No: 1152/1162 @ GMS Pir Bux Gabol (Electrification) Taluka M.Mathelo.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8703
6. Total Bid documents sold: 3 Nos:
7. Total Bid Received: 3 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 2 Nos:
11. Final Bid Opening date: 09/06/2011

### 12. Bid Evaluation Report:


S.N o.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/S Modern (Electric Works)	215036/-	1 <sup>st</sup>	A) 1.0%Below B) --	Accepted Being Lowest rate quoted by the bidder	
2	M/S Farhan Enterprises	215611/-	2 <sup>nd</sup>	A) 0.50% Below B) --	Rejected due to highest rate quoted by the bidder	
3	M/S Doltani (Electric Works)	215841/-	3 <sup>rd</sup>	A) 0.30% Below B) --	Rejected due to highest rate quoted by the bidder	

Signature of Members of the Committee.

Chairman

  
Executive District Officer  
Works & services Department  
Ghotki @ Mirpur Mathelo

Member

  
Assistant Accounts Officer  
Education Works Division  
Ghotki

  
District Officer  
Education Works (W&S)  
Department Ghotki

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

**CONSTRUCTION EVALUATION FORM**


TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF  
WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER: 06 No:
- 5) BRIEF DESCRIPTION OF CONTRACT: Up-Gradation of M.S to H.S in Sindh 2005-06 Prog: ADP  
No: 1152/1162 @ GMS Pir Bux Gabol (Electrification) Taluka M.Mathelo.
- 6) FORUM THAT APPROVED THE SCHEME: P.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 189000/-
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs: 216200/-
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011@ 2:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
- 12) NUMER OF BIDS RECEIVED: 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
- 14) BID EVALUATION REPORT: Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S Modern Electric Works
- 16) CONTRACT AWARD PRICE: Rs: 215036/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(I.E 1<sup>st</sup> M/S Modern Electric Works, 2<sup>nd</sup>, M/S Farhan Enterprises, 3<sup>rd</sup>, M/S Doltani Electric Works)
- 18) METHOD OF PROCUREMENT USED:- (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE \_\_\_\_\_
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) SINGLE STAGE - ONE ENVELOPE PROCEDURE \_\_\_\_\_

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

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

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

21) ADVERTISEMENT:

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

Yes <input checked="" type="checkbox"/>	ID NO. 8703
No	

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

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

22) NATURE OF CONTRACT

Domicile/ local <input checked="" type="checkbox"/>	Int: <input checked="" type="checkbox"/>
--	--

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATION BID / BEST EVALUATION BID  
(If case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?

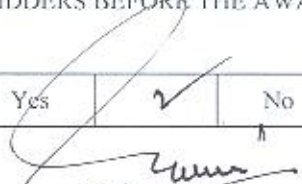
Yes	<input checked="" type="checkbox"/>	No	
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT  
AT THE TIME OF OPENING OF BID?

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

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

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

34) DEVAITION FROM QUALIFICATION CRETERIA  
(If yes, give detailed reasons)

Yes	
No	✓

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

Yes	✓	No	
-----	---	----	--

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PRIMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

Yes		No	✓
-----	--	----	---

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

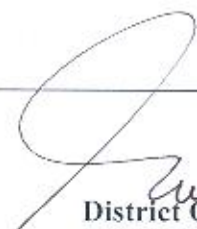
Yes		No	✓
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	✓

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

FOR OFFICE USE ONLY

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

OFFICE OF THE  
DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTKI

No. DO (EWGYTC) 2069/2011  
Dated 11.6.2011

To,

M/S Modern Eled Stone  
Government Contractor  
Ghotki

SUBJECT:

upgradation of M.S. in to H.S. in RPA 2005-06 P.P.O.  
GMS Pin Rom Gable

Reference

Your B-1 Tender opened on 9.6.2011

The following rates quoted by you for the above mentioned work is found reasonable and therefore hereby accepted, and also B-1 agreement amounting to Rs: 215039/- rates sanctioned.

- |    |   |                |
|----|---|----------------|
| 1) | New composite schedule of rates Building item of 2004             | @Rs: _____     |
|    |   | @Rs: _____     |
| 1) | New Composite Schedule of Rates Building item of 2004             | @Rs: _____     |
| 2) | Schedule of Rates for Internal W/S External W/S Filling item 2004 | @Rs: _____     |
| 3) | Highway Schedule of Rates 2004                                    | @Rs: _____     |
| 4) | Public health Engineering Schedule Of Rates 2004                  | @Rs: _____     |
| 5) | New Electric Schedule of Rates 2004                               | @Rs: 19.01/126 |
| 6) | Non Schedule item   | @Rs: 78200/-   |

1. You are therefore requested to please start the work within 7 days of the issue of this work order under intimation to the Deputy District Officer Education Works complete the work in ( 5 ) Months
  2. You are further directed to attend this office within seven days the date of this work order and complete tender documents.
  3. The stipulated date of start and completion is fixed as \_\_\_\_\_ and \_\_\_\_\_ respectively with should be read strictly.
  1. The work is to be carried out as per PWD specification
  2. No cartage for any material which either arranged by or supplied by govt. will be separate.
  3. No. premium will be allowed on Non Schedule items.
  4. Bholar / Sui Quarry sand will be used.
  5. Difference of Cement, Bricks, and Wood Work will be paid separately.
- The receipt of this letter may please be acknowledge.

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI

\* Copy is forwarded along with schedule B to the Deputy District Officer Education Works, Poruj, Ghotki for information and submits progress. He should report actual date of start to this office and submit progress report as required under clause (2) of the agreement the expenditure may not exceed beyond the estimate cost over the per miss able limit.

DISTRICT OFFICER  
EDUCATION WORKS  
GHOTKI



**SCHEDULE "B"**

**NAME OF WORK- INTERNAL ELECTRIFICATION FOR UP-GRADATION OF MIDDLE SCHOOL TO HIGH SCHOOL IN SINDH 2005-06 PROGRAMME ADP NO. 1152/1262 GHS PIR BUX GABOL TALUKA KHANGARH.**

S.No	Item of Work	Qty	Rate	Unit	Amount
1.	Wiring for light or fan point with 1/1"13 (3//029) pvc insulated wire PVC In casing and capping.(S.I No. 18 P-3)	62 Points	538/51	P.Point	33388/-
2.	Wiring for plug point with 1/1.13 (3/.029) PVC insulated wire in casing and casing(S.I No.20 P-3)	1x10Nos:	269/03	P.Point	2690/-
3.	Wiring for mains with 2-7//.029 PVC wire on PVC casting and capping (S.I No.72 P-8)	1x80	28/38	P.Rft	22704/-
4.	P/F A.C on way s.p 5amps switch flush type on a given prepared board ( s.i.no" 1p.10)	1x62	34/38	Each	2132
5.	P/F flash type 2 pin 5 amps s.p plug socket switch and shoes unit on prepared board recessed nthe wall or col: ( S.I.NO: 10 P.10)	1x10	58/58	Each	586/-
6.	P/F double s.w board to accommodate main or sub main control switch & for other similar jobs on surface (S.I.NO:1P.13)	1x7.0	105/88	P.sft	741/-
7.	fixing A.C ceiling fan regulator on S.W board	1x23 Nos:	91/30	Each	2100/-
8.	Mid steel bar fan clamps 15.8 m dia suitable for R.C.C roof (S.I.No. 1P-14)	1x23 Nos:	141/01	Each	3243/-
9.	Providing & fixing S.W cnopy block & baklite ceiling rose on S.W black.(S.R No. 3 P-14)	1x23	44/-	Each	1012/-
10.	Providing circuit Breaker 6amps to 63 amps s.p i/c fixing on a prepared board & n/c (S.I.NO: 1P.20)	1x15	442/02	Each	6630/-
11.	Providing and circuit Breaker 6amps s.p i/s fixing on a prepared board & N/connection (S.I No. 4/.20)	1x01 No:	6157/06	Each	6157/-
12.	P/F Eathing set with 2x2x1/4" coper plate buried in the ground at a depth of 12" or less if water from the ground level with salt & charcoal etc i/c making the pit 12" deep by excavation of all type fo soil earth plate to be connection with no: 8 swg bare copperwire run in 1/2" g.i pipe straight from the earth plate upto the metallic electrical scary i/c providing necessary Tee. (S.I.NO.2 P.26)	1x01 No.	2570/37	Each	2570/-
13.	P/F surface type 3 pin 15 amps, s.p surface plugs socket, switch ans shoe unit on Metal board. (S.No. 17 P.No. 11)	1x03	166/97	Each	501/-
14.	Wiring for main with 2-7/1.35 (7/.9-52) pvc insulated wire in 25 mm (1" ) pvc conduit fitted (S.I. NO: 09. B.P.04)	1x80	34/36	P.Rft	6185/-
15.	Wring for man 2/17/0.36 PVC Insulted wring in 25 mm (1") PVC casting & capping (S.No. 73 P.No. 08)	1x200	30/47	P.Rft	6049/-
16.	P/W wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc com plete . (S.I.NO:5 P.33)	1x11 Nos:	497/-	Each	5467/-
17.	P/F wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc com plete . (S.I.NO:5 P.33)	1x14	497/-	Each	6958/-
18.	P/F distribution board double shulfter to accommodate circuit breaker for other similar jobs onsurface ( s.i.no: 8 . p.13)	1X1.50	907/96	P.sft	1362/-
19.	P/F bulb 100 WATTS (s.i.no: 7.p33)	1x12 Nos:	25/-	Each	300/-




S.No	Item of Work	Qty	Rate	Unit	Amount
20.	P/F B.C brass holder etc as required etc complete 1x36		54/79	Each	1972/-
21.	P/F Electric call bell 220/250 volts 70mm. (S.No. 21 P.No. 11) 1x02		150/70	P. No.	301/-
22.	P/F flush type B C Brass centre Swiveling type Button holder. (No. 02 P No. 14) 1x02		25/19	P. No.	50/-
23.	Erection of ceiling fan i/c wiring of down rod with 1/1.13m(3/.092)pvc wire fixing of regulators blade canopy etc as required (S.I.NO:3P.14) 1x23		82/16	P. No.	1890/-
<b>Total Rs:</b>					<b>114988/-</b>

PART (B) NON SCHEDULE ITEM

01.	Supplying & fixing 56" size Ceiling Fans. (G.F.C & Pak Fan) 1x23		3400/-	Each	78200/-
<b>Total Rs:</b>					<b>78200/-</b>

  
CONTRACTOR

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) DEPTT:  
GHOTKI

## Bid Evaluation Report


1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
3. Tender Description/Name of work: Up-Gradation of Secondary School to Higher Secondary School in Sindh 2005-06 Prog: ADP No: 1153/1262 @ GHS Hayat Pitafi (Electrification) Taluka M.Mathelo.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8703
6. Total Bid documents sold: 3 Nos:
7. Total Bid Received: 3 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 2 Nos:
11. Final Bid Opening date: 09/06/2011

### 12. Bid Evaluation Report:


S.N o.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/S Doltani (Electric Works)	694715/-	1 <sup>st</sup>	A) 0.85% Below B) --	Accepted Being Lowest rate quoted by the bidder	
2	M/S Darshan (Electric Works)	696696/-	2 <sup>nd</sup>	A) 0.40% Below B) --	Rejected due to highest rate quoted by the bidder	
3	M/S M.B (Electric Works)	698018/-	3 <sup>rd</sup>	A) 0.10% Below B) --	Rejected due to highest rate quoted by the bidder	

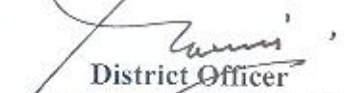
Signature of Members of the Committee.

Chairman

  
Executive District Officer  
Works & services Department  
Ghotki @ Mirpur Mathelo

Member

  
Assistant Accounts Officer  
Education Works Division  
Ghotki

  
District Officer  
Education Works (W&S)  
Department Ghotki

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

**CONSTRUCTION EVALUATION FORM**

TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF  
WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: Provincial
- 3) TITLE OF THE CONTRACT: Construction of School Building
- 4) TENDER NUMBER: 07 No:
- 5) BRIEF DESCRIPTION OF CONTRACT: Up-Gradation of Secondary School to Higher Secondary School in Sindh 2005-06 Prog: ADP No: 1153/1262 @ GHS Hayat Pitafi (Electrification) Taluka M.Mathelo.
- 6) FORUM THAT APPROVED THE SCHEME: P.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 600000/-
- 8) ENGINEER'S ESTIMATE Rs: 698500/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011 @ 2:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
- 12) NUMER OF BIDS RECEIVED: 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
- 14) BID EVALUATION REPORT: Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S Doltani Electric Works
- 16) CONTRACT AWARD PRICE: Rs: 694715/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(I.E 1<sup>st</sup> M/S Doltani Electric Works , 2<sup>nd</sup>, M/S Darshan Electric Works, 3<sup>rd</sup>, M/S M.B Electric Works)
- 18) METHOD OF PROCUREMENT USED:- (Tick one)

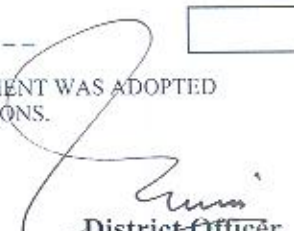
a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_

b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_

c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_

d) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_

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

  
District Officer  
Education (W&S) Deptt:  
Ghotki

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

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

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

21) ADVERTISEMENT:

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

Yes <input checked="" type="checkbox"/>	ID NO. 8703
No	

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

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

22) NATURE OF CONTRACT

Domicile/ local	<input checked="" type="checkbox"/>	Int:	
--------------------	-------------------------------------	------	--

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATION BID / BEST EVALUATION BID  
(If case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?

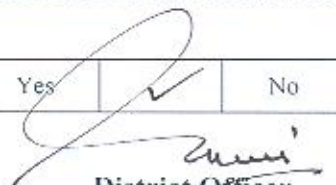
Yes	<input checked="" type="checkbox"/>	No	
-----	-------------------------------------	----	--

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

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

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

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

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

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

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

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

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

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

34) DEVAITION FROM QUALIFICATION CRETERIA  
(If yes, give detailed reasons)

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

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

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

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PRIMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

Yes		No	<input checked="" type="checkbox"/>
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37) WHERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT  
IN THE CONTRACT (BANK GUARINTEED ETC.)?

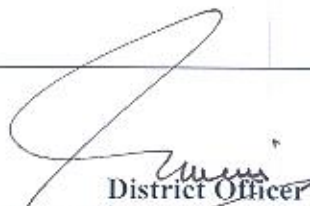
Yes		No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

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

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

FOR OFFICE USE ONLY

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

OFFICE OF THE  
DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTKI

No. DO (EWG)TC/2095 /2011  
Dated 11.6. /2011

To,

*M/S Dattan Eled*  
Government Contractor  
Ghotki

SUBJECT:

*upgrd. of Sec. School to Higher Secondary School 205.06 Proj. GHS Hayat Pich*

Reference:

Your B-1 Tender opened on 9.6.2011

The following rates quoted by you for the above mentioned work is found reasonable and therefore hereby accepted, and also B-1 agreement amounting to Rs: 6947157 /- rates sanctioned.

- |    |   |                         |
|----|---|-------------------------|
| 1) | New composite schedule of rates Building item of 2004             | @Rs: _____              |
|    |   | @Rs: _____              |
| 1) | New Composite Schedule of Rates Building item of 2004             | @Rs: _____              |
| 2) | Schedule of Rates for Internal W/S External W/S Fitting item 2004 | @Rs: _____              |
| 3) | Highway Schedule of Rates 2004                                    | @Rs: _____              |
| 4) | Public health Engineering Schedule Of Rates 2004                  | @Rs: _____              |
| 5) | New Electric Schedule of Rates 2004                               | @Rs: <u>19.157</u> Ali. |
| 6) | Non Schedule item   | @Rs: <u>170000</u>      |

1. You are therefore requested to please started the work within 7 days of the issue of work order under intimation to the Deputy District Officer Education Works complete the work in ( 5 ) Months
2. You are further directed to attend this office within seven days the issue of this work order and complete tender documents.
3. The stipulated date of start and completion is fixed as \_\_\_\_\_ and \_\_\_\_\_ respectively with should be read strictly

1. The work is to be carried out as per PWD specification
  2. No cartage for any material which either arranged by or supplied by govt. will be separate.
  3. No. premium will be allowed on Non Schedule items.
  4. Bholar / Sui Quarry sand will be used.
  5. Difference of Cement, Bricks, and Wood Work will be paid separately.
- The receipt of this letter may please be acknowledge

DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI

Copy is forwarded along with schedule B to the Deputy District Officer Education Works *Redd* information and submits progress. He should report actual date of start to this office and submit progress report as required under clause (2) of the agreement the expenditure may not exceed beyond the estimate cost over the per miss able limit

DISTRICT OFFICER  
EDUCATION WORKS (W&S)  
GHOTKI

SECONDARY SCHOOL IN SINDH 2005-06 PROGRAMME GHIS HAYAT  
PIUTAFI TALUKA M.MATHELO (ELECTRIFICATION).

S.No	Item of Work	Qty	Rate	Unit	Amount
1	Wiring for light or fan point with 1/1"13 (3//029) PVC insulated wire PVC In casing and capping.(S.I No. 18 P-3)	196	538/51	P.Point	105548/-
2	Wiring for plug point with 1/1.13 (3/.029) PVC insulated wire in casing and casing(S.I No.20 P-3)	1x22 Nos:	269/03	P.Point	5918/-
3	Wiring for mains with 2-7/.029 PVC wire on PVC casing and capping (S.I No.72 P-8)	1x3300	28/38	P.Rft	93654/-
4	Wiring or main with 2(7/0.36) PVC insulated wire in casing capping S.I.No.(g)3 P-08)	1x1000	30/47	P.Rft	30470/-
5	Wiring for main with 2-7/1.35 (7/.9-52) pvc insulated wire in 25 mm (1" ) pvc conduit filed (S.I. NO: 09. B.P.04)	1X200	34/36	P.Rft	6872/-
6	Wiring for mains with (2-7/1/04) 07/044 PVC wire on PVC on surface (S.I No. 72 P-8)	1x1500	32/73	P.Rft	16365/-
7	P/F A.C on way s.p 5amps switch flush type on a given prepared board ( s.i.no" 1p.10)	1x196	34/38	Each	6738/-
8	P/F flash type 2 pin 5 amps s.p plug socket switch and shoe unit on prepared board recessed nthe wall or col: ( S.I.NO: 10 P.10)	1x22	58/58	Each	1289/-
9	P/F Flush surface type 3 Pin 15 Amps, S.P surface Plug socket, switch and shoe unit on given metal board & covered with plastic cover. (S.No: 17 P.No 11)	1x10	166/97	Each	1670/-
10	P/F A.C or D.C electric bell 200/250 volts 70 mm (S.I No. 21 P-11)	1x02	150/70	Each	301/-
11	P/F flush type electric bell push button S.23 P-12	1x02 Nos:	25/19	Each	50/-
12	P/F double S.W board to accommodate main or sub main control switches and for other similar jobs on surface (S.I No.1 P-13)	1x20	105/88	P.Sft	2118/-
13	P/F B.C brass holder etc as required etc complete	1x139	54/79	Each	7616/-
14	Fixing A.C ceiling fan regulator on S.W board	1x52	91/30	Each	4748/-
15	P/F Mid steel bar fan clamps 15.8m dia suitable for R.c.c roof (S.I.NO: 1P-14)	1x52 Nos:	141/01	Each	7332/-
16	Errection of ceiling fan i/c wiring of down rod with 1/1.13m(3/.092)pvc wire fixing of regulators blade canopy etc as required (S.I.NO:3P.14)	1x52	82/16	Each	4272/-
17	Providing & fixing S.W cnopy block & baklife ceiling rose on S.W black.(S.R No. 3 P-14)	1x52	44/-	Each	2288/-
18	Providing circuit Breaker 6amps to 63 amps s.p i/c fixing on a prepared board & n/c (S.I.NO: 1P.20)	1x40	442/02	Each	17680/-
19	Providing circuit Breaker 50 amps to 60 amps t.p i/c fixing on a prepared board & n/connection (S.I No.4)	1x03 Nos:	6157/43	Each	18472/-
20	P/F distribution board double shuttler to accommodate circuit breaker for other similar jobs on surface ( s.i.no: 5 p.13)	1x9	907/96	P. Sft	8172/-

*BHS*



17) Earthing set with 2x2x1/4" copper plate buried in the ground at a depth of 12" or less if water from the ground level with salt & charcoal etc i/c making the pit 12" deep by excavation of all type fo soil earth plate to be connection with no: 8 swg bare copperwire run in 1/2" g.i pipe straight from the earth plate upto the metallic electrical scary i/c providing necessary Tee. (S.I.NO.2 P.26)

	1x3 No.	2570/37	Each	7711/-
22	P/F wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc com plate. (S.I.NO:5 P.33)			
	1x22 Nos:	497/-	Each	10934/-
23	P/F Energy Saver 24 Watts on existing Holders.			
	1x110	497/-	Each	54670/-
24	P/F bulb 100 WATTS (s.i.no: 7.p33)			
	1x10 Nos:	25/-	Each	250/-
25	P/F on prepared board iron plates Bus bar 200 Amps i/c fixing on prepared board.			
	1x1 Nos:	8038/25	Each	8083/-
26	P/F Circuit breaker 200 Amps T/P i/c fixing on prepared board.			
	1x1 Nos:	17206/06	Each	17206/-


<b>Total Rs:</b>	<b>440382/-</b>
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**PART (B)**

01	Supplying Ceiling Fans 56" size			
	1x50	3400/-	Each	170000/-

<b>Total Rs:</b>	<b>170000/-</b>
------------------	-----------------

*Asst. Dy. S.O.*  
CONTRACTOR

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) DEPTT:  
GHOTKI

## Bid Evaluation Report

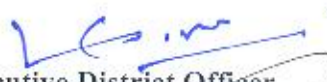
1. Name of Procuring Agency: District Officer Education Works Division Ghotki.
2. Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
3. Tender Description/Name of work: AOR/SR Repair Renovation GHS Gulu Pitafi (Electrification Work) Taluka M.Mathelo.
4. Method of Procurement: Comparative Bid
5. tender Published: SPPRA Authority Website I.D No: 8703
6. Total Bid documents sold: 3 Nos:
7. Total Bid Received: 3 Nos:
8. Technical Bid Opening date: (if applicable) No (Provide details in separate form)
9. No: of Bid technical qualified (if applicable): No
10. Bid(s) Rejected: 2 Nos:
11. Final Bid Opening date: 09/06/2011

### 12. Bid Evaluation Report:


S.N o.	Name of Firm of Bidder	Cost offered by the Bidder	Ranking in items of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/S Abu Bakar (Electric Works)	308649/-	1 <sup>st</sup>	A) 0.90% Below B) --	Accepted Being Lowest rate quoted by the bidder	
2	M/S M.B (Electric Works)	310424/-	2 <sup>nd</sup>	A) 0.20% Below B) --	Rejected due to highest rate quoted by the bidder	
3	M/S Doltani (Electric Works)	310550/-	3 <sup>rd</sup>	A) 0.15% Below B) --	Rejected due to highest rate quoted by the bidder	

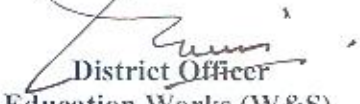
Signature of Members of the Committee.

Chairman

  
Executive District Officer  
Works & services Department  
Ghotki @ Mirpur Mathelo

Member

  
Assistant Accounts Officer  
Education Works Division  
Ghotki

  
District Officer  
Education Works (W&S)  
Department Ghotki

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

**CONSTRUCTION EVALUATION FORM**


TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF  
WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
- 2) PROVINCIAL / LOCAL GOVT. / OTHER: District Government.
- 3) TITLE OF THE CONTRACT: Repair of School Building
- 4) TENDER NUMBER: 09 No:
- 5) BRIEF DESCRIPTION OF CONTRACT: AOR/SR Repair Renovation GHS Gulu Pitafi  
(Electrification Work) Taluka M.Mathelo.
- 6) FORUM THAT APPROVED THE SCHEME: D.D.W.P
- 7) TENDER ESTIMATED VALUE: Rs: 50000/-
- 8) ENGINEER'S ESTIMATE Rs: 310900/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT): 03 Months
- 10) TENDER OPENED ON (DATE & TIME): 09-06-2011 @ 2:00 P.M
- 11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
- 12) NUMER OF BIDS RECEIVED: 03 Nos:
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
- 14) BID EVALUATION REPORT: Attached  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER: M/S Abu Bakar Electric Works
- 16) CONTRACT AWARD PRICE: Rs: 308649/-
- 17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(I.E 1<sup>st</sup> M/S Abu Bakar Electric Works , 2<sup>nd</sup>, M/S M.B Electric Works, 3<sup>rd</sup>, M/S Doltani Electric Works)
- 18) METHOD OF PROCUREMENT USED:- (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE\_\_\_\_\_
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE\_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) SINGLE STAGE – ONE ENVELOPE PROCEDURE\_\_\_\_\_

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

  
**District Officer**  
**Education Works (W&S) Deptt:**  
**Ghotki**

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT: Executive District Officer Works & Services Department Ghotki @ M.Mathelo

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

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

21) ADVERTISEMENT:

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

Yes <input checked="" type="checkbox"/>	ID NO. 8703
No	

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

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

22) NATURE OF CONTRACT

Domicile/ local <input checked="" type="checkbox"/>	Int:	
--	------	--

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN THE BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDING?

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

27) WHETHER THE SUCCESSFUL BID WAS LOWEST  
EVALUATION BID / BEST EVALUATION BID  
(If case of Consultancies)

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

28) WHETHER THE SUCCESSFUL BIDDER WAS  
TECHNICALLY COMPETANT?

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

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

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

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the evaluation report)

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

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

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

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

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

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

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

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

34) DEVAITION FROM QUALIFICATION CRETERIA  
(If yes, give detailed reasons)

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

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

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

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO  
THE SUPPLIER'S PRIMISES IN CONNECTION WITH THE PROCURMENT? IF SO, DETAILED TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROD.

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

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

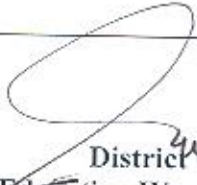
Yes		No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

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

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

FOR OFFICE USE ONLY

  
District Officer  
Education Works (W&S) Deptt:  
Ghotki

OFFICE OF THE  
DISTRICT OFFICER EDUCATION WORKS (W&S) GHOTKI

No. TC/EWG/2605/2010  
Ghotki Dated 14/6/2010

To,

M/S Abu Bakar Elect,  
Govt Contractor.

SUBJECT: A/R Bill Remuneration of GHS Galu Piteji Elect.

Reference: Your B-1 Tender opened on 9.6.2011

The rate quoted by you for the above mentioned work at 19.10% Above (Rupees ~~None~~ <sup>Not</sup> ~~one~~ <sup>one</sup> ~~zero~~ percent above) only, On composite Building schedule of rates (Part-A) and at — % Above of rates (Part-B) entered in schedule B has been accepted by the Executive District Officer Works & Services Department Ghotki vide his letter No: EDO/W&S/BB/ Dated:

You are requested to supply this office a copy a partner ship deed/ Registration deed the firm and power of attorney in the shape of any partner employee of the firm who is authorize too sign bills receive payment and instruction in respect of this work.

You are requested to please attend this office within seven days to complete the tender documents.

You are requested to start the work with in seven days after issue of this work order under the supervision of the Deputy District Officer Education Works

The stipulated date of start completion is fixed as \_\_\_\_\_ and \_\_\_\_\_ respectively.


- 1) The work to be carried out as per PWD specification.
- 2) No cartage for any material either arranged by you or supplied by a Govt: will paid separately.
- 3) No premium will be allowed on any Non-Schedule items involving of cement
- 4) No escalation of cement will be paid separately.

The receipt of this letter may please be acknowledged.  
The stipulated time of completion (3 Months)

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) Deptt.  
GHOTKI.

Copy forwarded with compliments to:

1. The Executive District Officer Works & Services Ghotki @ M.Mathelo for favour of information.
2. The Deputy District Officer Education Works <sup>Beedp 544</sup> information and necessary action. He should report actual date of start to this office and submit progress report as required under clause (2) of the agreement.

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) Deptt.  
GHOTKI

SCHEDULE "B"

NAME OF WORK- M/R TO GOVT. (B) HIGH SCHOOL @ GULU PITAFI  
TALUKA M.MATHELO (ELECTRIFICATION).

S.No	Item of Work	Qty	Rate	Unit	Amount
1.	Wiring for light or fan point with 1/1"13 (3//029) pvc insulated wire PVC In casing and capping.(S.I No. 18 P-3)	108	538/51	P.Points	58159/-
2.	Wiring for plug point with 1/1.13 (3/.029) PVC insulated wire in casing and casing(S.I No.20 P-3)	1x14Nos:	269/03	P.Point	3766/-
3.	Wiring for mains with 2-7/.029 PVC wire on PVC casting and capping (S.I No.72 P-8)	1x600	28/38	P.Rft	45408/-
4.	Wiring for main with 2-7/1.35 (7/.9-52) pvc insulated wire in 25 mm (1" ) pvc conduit fitted (S.I. NO: 09. B.P.04)	1X500	34/36	P.Rft	17180/-
5.	P/F A.C on way s.p 5amps switch flush type on a given prepared board ( s.i.no" 1p.10)	1x108	34/38	Each	3713/-
6.	P/F flash type 2 pin 5 amps s.p plug socket switch and shoe unit on prepared board recessed nthe wall or col: ( S.I.NO: 10 P.10) (P.No.11, S.No.17)	1x14	58/58	Each	820/-
7.	P/F Flush surface type 3 Pin 15 Amps, S.P surface Plug socket,switch and shoe unit on metal board recessed in the walls or columns and covered with plastic sheet .	1x03	166/97	Each	501/-
8.	P/F double S.W board to accommodate main or sub main control switches and for other similar jobs on surface (S.I No.1 P-13)	1x07	105/88	Each	741/-
9.	P/F B,C brass holder etc as required etc complete	1x58	54/79	Each	3178/-
10.	Fixing A.C ceiling fan regulator on S.W board P.No: (14, S.No.1)	1x34 Nos:	91/30	Each	3104/-
11.	Providing & fixing S,W cnopy block & baklite ceiling rose on S.W black.(S,R No. 3 P-14	1X34	44/-	Each	1196/-
12.	Providing circuit Breaker 6amps to 63 amps s.p i/c fixing on a prepared board & n/c (S.I.NO: 1P.20)	1x18	442/02	Each	7956/-
13.	P/F Circuil breaker 200 Amps T/P i/c fixing on prepared board.	1x01	17206/06	Each	17206/-
14.	P/F distribution board double shultter to accommodate circuit breaker for other similar jobs onsurface ( s.i.no: 5 . p.13)	1x6.0	907/96	P.Sft	5448/-
15.	P/F circuit Breaker 100 amps 1.14 i/c fixing on prepared board & N/connection (P.No.20 S.No. 4)	1x02 Nos.	9138/25	Each	18277/-
16.	P/F Eathing set with 2x2x1/4" coper plate buried in the ground at a depth of 12" or less if water from the ground level with salt & charcoal etc i/c making the pit 12" deep by excavation of all type fo soil earth plate to be connection with no: 8 swg bare copperwire run in 1/2" g.i pipe straight from the earth plate upto the metallic electrical scary i/c providing necessary Tee. (S.I.NO.2 P.26)	1x02 Nos:	2570/37	Each	5141/-

*Handwritten signature*

S.No	Item of Work	Qty	Rate	Unit	Amount
17.	P/F energy saver 24 Watts on Existing holder.	1x53	497/-	Each	26341/-
18.	P/W wall bracket light fancy type superior quality i/c necessary electric connection and fixing on wall or ceiling etc complete. (S.I.NO:5 P.33)	1x14 Nos:	497/-	Each	6958/-
19.	P/F bulb 100 watts : 7 P-33)	1x08 Nos:	25/-	Each	200/-
20.	P/F Wiring for main with 2-7/044 PVC insulated (S.I No.8,9 No. 73)	1x250	37/86	Each	9465/-
21.	P/F on prepared board include bus bars with 2 copper strips of 100 Amps: 19 mm x 4 mm 3/4 x 5/32 section with clamber over of all size 1828 x 254 m 72" x 10 (S.01 No. 06-P-18).	1x01	3148/75	Each	3149/-
22.	Wiring for main with 7/036 PVC insulated wire in casing & capping. (P.No. 8.5 S.No. 73)	1x500	30/47	P.Rft	15235/-


Total Rs:	253442/-
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**PART "B"**

1.	Supplying 56" size ceiling fan etc complete	1x02 Nos.	3400/-	Each	6800/-
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Total Rs:	6800/-
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CONTRACTOR

  
DISTRICT OFFICER  
EDUCATION WORKS (W&S) DETT:  
GHOTKI