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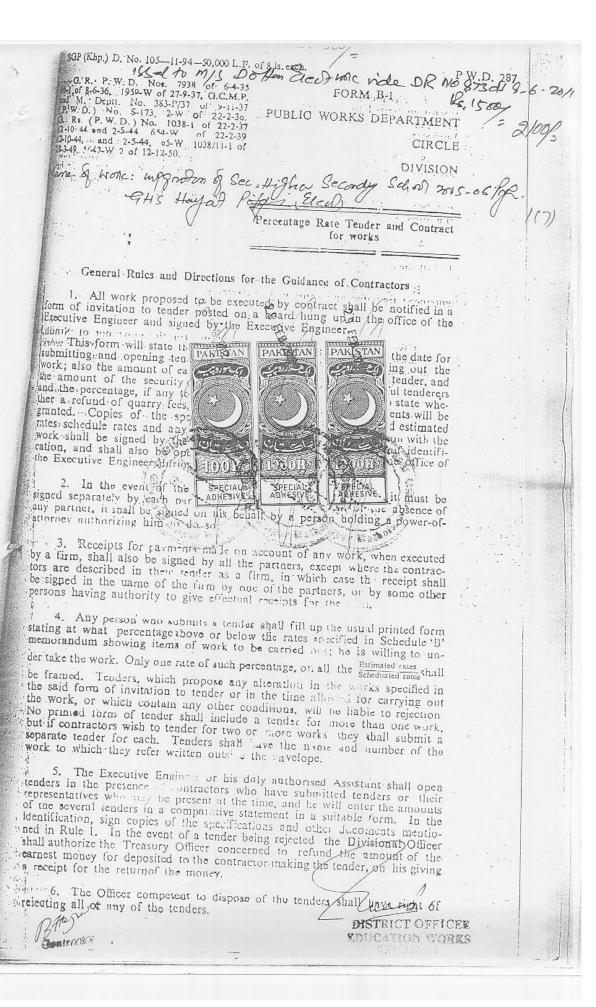
4. Any person who submits a tender shall fill in the roun of sixty of many stating at what, percentage have or below the ratio of all files in the late 18 memorandum showing items of work to be carried on the is willing to the der take the work. Only one rate of such percentage, on all the frainced described in the framed. Tenders, which propose say alterative in the case of appetite in the said form of invitation to tender or in the time above of for carrying our time work, or which contain we attend conditions, are not at a superior of to permed form of tender shall include a tender for more than the very tender of the permed for each. Tenders shall have the none can be accorded by work to which they refer written outside no environce.

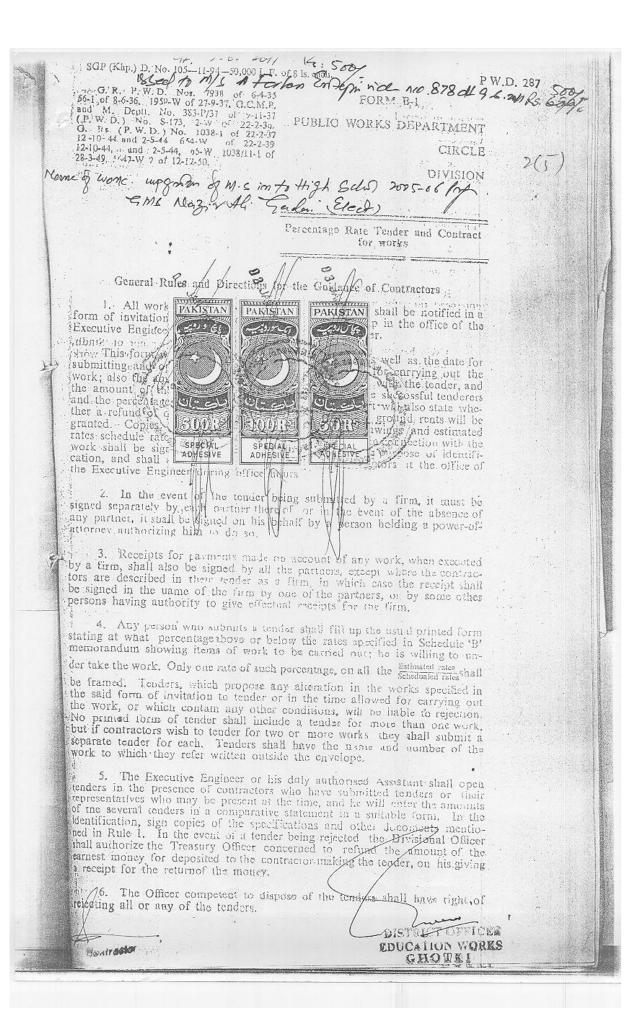
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FORM B-L

PUBLIC WORKS DEPARTMENT CIRCLE

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Percentage Rate Tender and Concret 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. Addings to second studies

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 entrying out the submitting and opening tenders, and the time allowed for energing out the work; also the amount of carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the succossful tenderers and the percentage, if any to be deducted from bills. It will also state whegranted. Copies of the specifications, option dues and ground rents will be rates schedule rates and any other locuments and dawings and estimated work ship the frequency from the formula for the propose of identification, in the frequency from the particular formula for the particular formula for the frequency from the particular formula for the frequency from the formula for the particular formula for the frequency formula for the formula for the particular formula for the formula for t

signed a firm, it must be T of the absence of any pay bolding a power-of-By a fin which the contrac-ise the receipt shall , on by some other firm. stors arc be signe persons

4. Any reison who submitted terms shall him up the ward printed form thating at what percentage above below the cate position. Schedule B' memorandum showing items of port to be can be a busy willing to unstanding the standard response to the best of the bes der take the work. Only one rate of such percentage, on all the Estimated 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 exerying our the work, or which contain any other conditions, will be hable to rejection. No princed 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 comparation of the several tenders in the severa of the soveral tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other decoments 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, or his giving

6. The Officer competent to dispose of the tenders will have man by tracecting all or any of the tenders.

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Journal

of. 9-6- 2011. R. Sooy SOP (Khp.) D. No. 105-11-94-50,000 L.W. of 8 is, each. / 6. R. P. W. D. Noz. 7938 of 6-4-35 56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.F. and M. Depti. No. 383-P/37 of 2-1-1-37 (P. W. D.) No. 5-173, 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 22-2-39 12-10-44, and 2-5-44 e5-W 1038/11-1 of 28-3-49, 5/47-W 2 of 12-12-50. FORM B-L. PUBLIC WORKS DEPARTMENT O. R. (P.W.D.) No. 1038-1 of 22-2-30.

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

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- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner there of, 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.
- by a firm, shall also be signed by all the partners, except where the contractors are described in their render as a firm, in which case the receipt shall be signed in the name of the fum by one of the partners, or by some other persons having authority to give effectual receipts for the fum.
- 4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates aprecified 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 Basimated 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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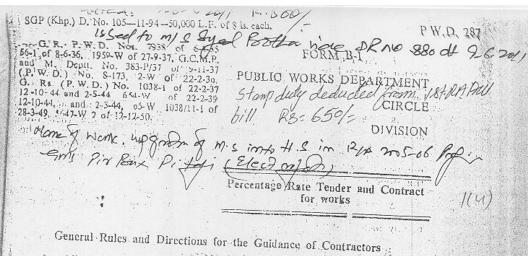
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(P.W. D.) No. 5-173, 2-W of 22-2-30. PUBLIC

G. R. (P. W. D.) No. 1038-1 of 22-2-37

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12-10-44, and 2-5-44, 05-W 1038/11-1 of 12-28-3-49, 42-W 2 of 12-12-50. had DR 10, 882 dl 9.6.200 Percentage Rate Tender and Contract 107 FORES ... substitution of 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. had the specimen of Sudba whom 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 enrying out the work; also the amount of carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the succossful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, 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 it 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-ofattorney 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 region as a firm, in which case the receipt shall be signed in the name of the fum by one of the pastners, or by some other persons having authority to give effectival receipts for the firm. 4. Any person wno submits a tender shall fill up the usual printed form stating at what percentageabove or below the rates apscified 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 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 torm 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 unice 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 Jecomous mentioned in Rule 1. In the event of a tender being rejected the Prvisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making he teader, on his giving a receipt for the returnof the money, 6. The Officer competent to dispose of the trade's shall lines reiccting all or any of the tenders. w DISTRICTOFFICER EDUCATION WORKS GROUK!



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- 4. Any person was submits a tender shall fill up the usual printed form stating at what percentage tovo 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 Estimated rates shall be framed. Touders, 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 throne 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 lines their of rejecting all or may of the tenders.

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DIVISION PW.D. 287

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Percentago 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 hang up in the office of the Executive Engineer and signed by the Executive Engineer.

Albury to not will state the work to be carried out, as well as the date for submittings and opening tenders, and the time allowed for carrying out the two amount of carnest 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 when and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, 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. cation, and shall also be open for inspection by contractors it the office of the Executive Engineer during office hours

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4. Any person who substitute a tender shall fill up the usual printed form stating at what percentage above or below the rates apscified 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 Retinated 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 princed form of tender shall include a tender for more than one work, 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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DISTRICT OFFICER EDUCATION WORKS GMOTEL

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night real applicable, and in default thereof to torfeit and pays to Govern-

11.14-17.11 Receipt No. from Government Treasury or sub-Treasury at manife respect of the sum of Races and is herewith forwarded representing the earnest money ((a) the full walkered

"Amount to be received in worth zno figures

which is to be absolutely; forfeited to Coverament should be not deposit

Strike out (a) is no ch is necurity deposit in to be taken.

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

day of

\*\*Strike out (b) if any eash securf-ty deposit is to be isken.

Dated the 1 Rs. 315036 Rop. Two loca Fifee of in home = think in (e:Witnesses ( ) ::

\*\*Signature of cobatterion of tender

สหรับสายการ (คำระย bs(Address)

"" Signature of witness to confra-

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accepted.

The above tender is hereby accepted by me on behalf of the Covernor

Executive Engineer

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Division (or his duly authorized Assistant)

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Condition of Contract

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

the contractor) shall (A) [ (within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and 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 denosited for more then twelve months) a sum sufficient with the amount of the carnest 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 carnest money deposited by him.) amount deduct such sum as well (With the carnest 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 security deposit as 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. I percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other issums of money payble 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 sims, which is due or may be one due to the contractor under is due or may be ome due to the contractor under and in the event of his security deposit being redthis contract uced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in each 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 each, 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

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(e). To rescind the control (of which resolute notice in writen to the portnetor, under the band of the Executive Engideer shall be conclusive evidence,), and in that case the security deposit of the contractor shall stand forfgated, and be absolutely at the disposal of the Government, the contractor is the contractor.

of lin skin (b). To employ iabour 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 Property and the final and conclusion against the contractor with the final and conclusion against 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 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 in 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 faforesaid, 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 to certified.

guilbor Clause 4. - If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithatanding 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 cap particular position of the verse is unsatisfactory.

half of 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 exercise able, 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 Enotwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared oliable to pay compensation amounting to the whole of his security deposit candather liability of the contractor for past and future compensation shall tremain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) for (c) of clause 3, he may, if he so desires, take possession of all for any tools, plant, materials and stores in or upon the works, or the waite thereof or belonging to the contractor, or precured by him and intended to be used for the execution of the work or any part thereof, paying or fallowing 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 conthe Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may, after giving notice in writing to the contractor of 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 are move them at the contractor's expense or sale than by auction or private sale on account of the contractor and at his risk in all respects, and the certificate amuont of the proceeds any expense of any such removes and the certificate amuont of the proceeds any expense of and such sale shall be first ICP COPICES.

Contractor remaution not taken

Gouse 45.—If any materials, such as stones metal, bajil, 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 canway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government, on this account.

concessionary fre ight charges form

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 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 aircars 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 Asserably is a partner in the contract

Partnership M L.A'S 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 Sate

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

Interest or share Government vervant in the

Clause-51.-The contractor will not be allowed to withdraw his and ask for the return of ernest 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 carnest money shall be forfieted.

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 alf 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 Office Structure Western Western

Ednowins Works ( Waccomptant.

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

on foing med Contractor. 少。6篇:

Executive Engineer,

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#### SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item o	Quantities		Tenders rates				Total	
	Quantities estimated but may be more or less		In figures		In words	Unit	amount according to estimated quantities	
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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 filted in, in ink and the total of the entries in the last column should be struck by the contracter 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,

Signature ( Miractor)

DESTRICT DIFFICER

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CHASERAL Engineer

Note-To be continued on additional slicets if found necessary

SGF (Khp.) D. No. 105-11-94-50,000 L.F. of 8 is, each. PWD 280 PW.D. 287 G. R. P. W. D. Nos. 7938 of 6.4-35

16-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.

16-2 of M. Depit. No. 383-P/37 of 9-11-37

(P. W. D.) No. 8-173, 2-W of 22-2-39

12-10-44 and 2-3-44, 654-W of 22-2-39

12-10-44, and 2-3-44, 65-W 1038/H-1 of 28-3-49, 641-W 2 of 12-12-50.

olane & work in grand of M. s into H. s im 12/12 205-06/ (Electon) 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. Addition to the the first on the Contract of the forther 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 enrying 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, royalities, 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 identifi-cation, and shall uso 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-Figures authorizing him to do so.
- by a firm, shall also be signed by all the partners, except where the contractors are described in their render as a firm, in which case the receipt shall be signed in the name of the furn 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 apacified 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 Estimated 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 princed form of tender shall include a tender for more than one work, they shall submit a 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 decoments 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 tearnest money for deposited to the contractor making the tender, on his giving ma receipt for the returnor the money.

6. The Officer compelent to dispose of the tenders shall lines right of leeting all or any of the toders.

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as applicable, and in default thereof to forfeit and payly to Goyante of money mentioned in the said conditions. Receipt No.

Receipt No.

Sub-Treasury at dated from Government Treasury or including forwarded representing the carnest money [(a) the full value of

The full amount of security deposit specified by Goevenment on account of retained by Goevenment on account of retained by Goevenment on account of retained by the full value of which shall be retained by the source of which shall be retained. rotained, by the Goveniment on account of the scourity deposit specified in clause I (B) of the condition ).

Dated the IRs: 215151/\_ Kyp. -gfal book 💻 in (e.Witnesses esa) One in the manufacture. (Address-)

((Occupation) MERCHANT CARREST

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

Executive Engineer "

Division (or his duly authorised Assistant)

Dated the

day of

Condition of Contract

Clause 1.—The Person whose tender may be accepted (herrinafter called the contractor) shall (A) [ ( within one day for a contract of Rs. 1,000 or.

'oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and or 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 each or Govt: Securities endorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the lime of making any payment to him for work done under the contracts to deduct-such sum as well (With the carnest money deposited by him.) amount contract may be deducted from, or paid by the side of a sufficient part of histocourty deposit, or from the interest arising therefrom, or from any signs which is due or may be one due to the contractor under this contract and in the event of his security deposit being reducedaby reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government accurities endorsed as aforesaid any sum or sums which may leave been deducted from organized by sale of his security deposit or any part thereof. The security deposit referred to, when paid is each may at the cost of the depositor, be pressly desired. In writing,

DISTRICT OFFICES LEBUCATION WORKS "Amount to be specified in words said tigarco

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o Strike out (b) if any each recursty deposit is to be

"Signatura of cobraistica of tender \*\*\* Signature of vitners to contra-dur's fignature.

recurry deposits.

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(e) To rescind the contract (of which rescision notice in writen to the ontisetor, under the band of the Executive Engideer shall be conclusive evidence, and in that case the security deposit of the contra7tor shall stand pleated, and be absolutely at the disposal of the Government.

of line (b). To employ iabour paid by the Public Work Department and to the Angular (b): To employ tabour paid by the Public Work Department and to the apply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the lahour and the price of the materials (as Engineer shall be final and conclusive against the contractor) and crediting thin with the value of the work done, in all respects in the same manner sand out the same rates as if it had been carried out by the contractor under this terms of this contract; and in that case the certificate of the Executive

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 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 baving 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 faforesaid, 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 to 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 claure 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 corepensation, for any loss sustained by him owing to such action.

progress of see

hard the clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions bereof and such powers shall incrwithstanding be exerciseable in the event of any future case of default that the contractor for which under any clause or clauses hereof he is declared the blestos pay compensation amounting to the whole of his security deposit translather liability of the contractor for past and future compensation, shall brefrain unaffected. In the event of the Executive Engineer taking action under the Executive Engineer taking action to the Executive Engineer ta all portany tools, plant, materials and stores in or upon the works, or the religional tools, plant, materials and stores in or upon the works, or the visite 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 the contractor, or the contractor of the works, foreman or other authorized agent requires the contractor, or the contractor of the works, foreman or other authorized agent requires the contractor of the contractor of the works, foreman or other authorized agent requires the contractor of the contra the to remove such tools, plant, materials, or stores from the premisest within time to be specified in such notice, and in the event of the contractor failing to compaly with any such requisition, the Executive Engineer may remove them by auction or brivate cals on account of the contractor and at his risk in all respects, and the certificate of the Engineer as to the expense of any such removal and the support of the proceeds any expense of and such sale shall be final and the WORKS

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clusive against the contractor. الرياد

affaither that payment only and not as payments for work ctually done the charge for more ctually done the charge for the charge from requiring the bands unsound, imperfect or unskilly, work to be removed or taken away the constructed, or re-erected not shall any such provided by considered for any out the considered first the accounts of the contract of the first in any other way the property of the Engineer-in-charge as to the final petitement and adjustment of the accounts of otherwise, or in any way that you of effect the contract. The final fill shall be submitted by the contractor will him one month of the date taken for the accounts of the work otherwise will be submitted by the contractor will him one month of the date taken for the accounts and of the work otherwise bandlines for the charge's certificate of the measurements and of the total amount bandline for the works shall be final and binding on all parties, and pinding on all parties.

Control of the second of the s

le Claise 9.—The rates for several items of works estimated to cost more light Ks. 1,000 agreed to within, shall be valid only when the item concerned secretarions. In cases where the items of work are not accepted as having been completed full in accordance with the sanctioned toechications. In cases where the items of work are not accepted as iso completed the Engineer-in-charge may make payment on account of such items at the reduced rates as he inay consider reasonable in the preparation of life 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 Engine-incharge.

The progress of the work may justify for all work executed and application of the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the explicitly of ten days from the presentation of the bill, at any time depute a support of the measure up the said work in the presence of the contractor of his authorised agent, whose countersignature to the measurement list, will be sufficient warrant and the Engineer-in-charge may prepare a bill from such that which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

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 tander 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 appropriate provided for such work.

Hills to be on pri-

in Clause: 12,-- If the apecification of estimate of the work provides for ther 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 (auch material and stores, and the This cale to be charged therefore as hereinafter mentioned being wy far as pracdicable for the convenience of the contractor but not so as in any way to wohuld the meaning of effect of this contract specified in the schedule or mentorandum bereto anuexed) the contractor shall be supplied with such inaterials and stores as may be required from time to time to be used by thinafor the purposes of the contract only and the value of the full qualitity cosothermaterials and stores so supplied shall be set off or deducted Roontract, or otherwise, or from the security deposits, or the preceeds of sale thereal, if the security deposits is held in Government securities, the same or tacinflicient portion thereof shall in that case be sold for the purpose. All smathridaenthalied to the contractor shall remain the absolute property of flower mississand shall on mo account be removed from the sire 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 comenlesign or retermination of the contract shall be resunded to the P.W.D. 1810166 in it is indicated the property of the contract shall be resunded to the P.W.D. 1810166 in it is indicated to result in the consent of the Engineer-in charge until its shall have no claim except with the consent of the Engineer-in charge until its shall have no claim. for compensation on account of any such material supplied to lim as aforeequid to the remaining unused by him or for, any wastage in or damage to any such auterials,

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boots on the lead to the contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as legards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialled by the parties. Its said specification being a part of the contract. The contractor shall also

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inat 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 in accordance with the contract, it shall be lawful for the Engineer-incharge ntimate 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 inactiverently 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 inaterials 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 writing intimation aforesaid, the contractor shall be liable to pay compensation of any such failure the Engineer-in-charge may rectify or remove, and receive the work or remove and replace the materials or articles complained of any such failure the Engineer-in-charge may rectify or remove, and receive 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 this 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 contract-or 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, which himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders with to the contractor's duly authorised agent shall be considered to have when same force an effect as if they had been given to the contractor himself.

Works to be op-

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 many 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 for his subordinate-in-charge of the work; and if any work shall be covered thin or placed beyond the reach of measurement without such notice having sheen 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

Netico to be given before works 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 that 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, for from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor thatis for damage does, and fee lesperfections for three months offer certificate.

Clause 21.2 The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the P.Contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite for 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

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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 a and in addition the contractor shall not be entitled to recover -1017 be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation sum payable by a contractor by way of compensation sum payable by a contractor by way of compensation sum payable by a contractor by way of compensation sum payable by a considered as a reasonable compensation to be compensationable sationate be applied to the use of Government without reference to the actual of compensation with a sationate because the same and whather any damage has for has not been required to the compensation with bloss or damage sustained, and whether any damage has for has not been thousanderwith sustained. The control of sustained and sustained are the sustained of th

soulder become 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 firm to be notified by the contractor to the firm to be notified. Reminder in charge for his information. Engineer-in-charge for his information in the most engineer a granulo on

Works to be un-

Clause 29.—All works to be executed under the contract shall be exencented secunder the direction and subject to the approval invall respects of Superintending bether Superintending Engineer of the circle for the time being, who shall be entited to be the circle for the time being, who shall be entited to be the circle for the time being. Inleditordirect at what point or points and in what manner, they are to be comm-sasso') ... 'no say encedyand from time to time carried on, which is a some only on sader sabsection (t) of the or in the at the and the on beneff of the association.

Decision of Supdig: Enginee to be final.

noir Clause 30. Except where otherwise specified in the contract and subject to this 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 of the drawings, and instructions hereinbefore mentioned and as to the quality of the specifications. 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 a managed or these conditions or otherwise concerning the works, or the execution specific all sained failure to execute the same, whether arising, during the progress of the work,

or after the completion or abandoninent thereof.

or after the completion or after the completion of the completio for the work, hor any part thereof or in making up any articles required therefor not in connection therewith, unless he has obtained permission in about sentence, writing from the Engineer-in-charge to obtain such stores and articles else-with the rest of the stores. where 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. .... sto aime at leost price which for the purpose of the contract shall include of carriage and all other expenses whatsoever, which shall have been ringurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes himp sums in respect of part of the work, the contractor shall be entitled to a Lump sum in in and proving payment in respect of the items of work involved or the part or the work in the calmites, ? question at the same rates as are payable under this contract for such items, the bart of the work in question is not in the opinion of the Springer of the market or if the part of the work in question is not in the opinion of the Engineer to be in any or in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificates 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.

boyolla od ton Para de la 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 saccordance with the Divisional specification, and in the event of there being a to Divisional specification, than in such case the work shall be carried out win rell respects in accordance with the instructions and requirements of the Engineer-in-charge...

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Juse 45 .- If any materials, such as stones metal, baju, sand etc. are required to be conveyed by rail, the contractors will be granted certificates light charges form the effect that the materials are regular for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the ranges. In case, however, such a concession is withdrawn by the railway at any time during the durrency of the contract, no glaim shall be preferable against Government. on this account.

Clause 46 .- When tendered rates are the same proference 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 acceptance of tenders when tendered raics 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 Laud Revenue.

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Partnership of M L.A'S for bidden.

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Superintending Engineer

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Chief Engineer

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Government

Six months.

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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. Jelrenlar Vienno No. 1015 W. dated 14th September, 1937, and subsequent orders issued in this connection.

Assistant Account Office

Edysten Water Willow tant.

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 inc.

Ohmorid- m.-Contractor.

DISTRICT OF TONY, EDUCATION WORKS Egothery Engineer, Division

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#### SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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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 contracter 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)

DISTRICT COMPLETE CHAST CHAST

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Note-To be continued on additional sheets if found necessary

SGP (Khp.) D. No. 105—11-94—50,000 L.F. of 8 is. each.	PW.D. 287
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Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors ::

I. 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.

Adhard to proposed 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 carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the succossful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, 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 it 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 outther there of, 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.
- 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 appetited in Schedule B' memorandum showing items of work to be carried on the is willing to under take the work. Only one rate of such percentage, on all the Estimated 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 princed 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 outs to the unvelope.
- 5. The Executive Engineer or his daly authorised Assistant shall open tenders in the presence antractors who have submitted tenders or their representatives who have 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 Jocoments 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 meannest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

orelecting all or any of the tenders.

DISTRICT OFFICER

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(a), To rescind the contract (of which rescision notice in writen to the contrastor, under the band of the Executive Engideer shall be conclusive evidence, and in that case the security deposit of the contra7tor shall stand ated, and be absolutely at the disposal of the Government, because

of lin (b). To employ iabour 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 lahour 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 sand out 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 iff 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 befinal 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 faforesaid, 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 to certified.

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 position of the work is unsatisfactory.

boling Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions bereof and such powers shall motwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared oliable to pay compensation amounting to the whole of his security deposit candathe liability of the contractor for past and future compensation, shall Gremain unaffected. In the event of the Executive Engineer taking action under -sub-clause (a) for (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 salto thereof or belonging to the contractor, or procured by him and intended sto becaused 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 conhim to remove such tools, plant, materials, at stores from the premises! within my developed 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 secount of the contractor and at his risk is all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the cartificate amuont of the proceeds any expense of and such sale shall be final and condusive against the contractor

Contractor rem-sins liable topay compensation if action not takee under clause 3

Power to take possession of or require comoval of or sell, cont-

DISTANTANTANTICE

Giause 45 .- If any materials, such as stones metal, bajui, sand etc. are vired 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 tanway. In case, ... however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government.

coocesionary frelgli charges form 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 acceptance of teaders when tendered rates are same;

Clause of.-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 Assetubly is a partner in the contract

Partnership M L.A'S of bidden.

Clause 49-1/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

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

loterest or share Government ervant in the Work

Clause-51.- The contractor will not be allowed to withdraw his and ask for the return of ernest 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 carnest money shall be forfieted.

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 to 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 arbitratio, to such person as may be appointed in this behalf by Chief Engineer, (Irregation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of inoney, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred;

Certified that the Tend: has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide G vernment P. W. B. direplan Memo No. 115 W. dated 14th September, 1937, and subsequent orders issued in the country of the coun

ABBATA COMPETANT.

Certified that I have note

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content of Government P. W. D. Circular Memorandum No. 1006-1 date 1st February, 1950, wherein the responsibility of getting the tender clacked efficiently is placed

Objanisquare Contractor.

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on day.

#### SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Quantities estimated but may be more or less	Quantities	mtities.	Tenders rates				Total	
		In fig	ures	In words	- Unit	Total amount according to estimated quantities		
			Rs.	Ps.				
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Note 1-All work shall be carried out as per Public works Departments Head-book and other specifications of the Division or as directed.

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Signature of Contractor)

Signature of Engineer (Signature of Engineer)
Assistant Engineer

Note-To be continued on additional sheets if found necessary

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

PW.D. 287

G. R. P. W. D. Nos. 7938 of 6.4-35 61, of 8-6-36, 1950-W of 27-9-37, G.C.M.P. and M. Depit. No. 383-P/37 of 9-11-37 (P. W. D.) No. 5-173, 2-W of 22-2-30, PUBLIC WORKS DEPARTMENT G. Rs. (P. W. D.) No. 1038-1 of 22-2-37 12-10-44 and 2-5-44 6-4-W of 22-2-39 12-10-44 and 2-5-44 6-4-W of 22-2-39 12-10-44 and 2-5-44 6-4-W of 22-2-39 12-10-44, ... and : 2-5-44, o5-W 28-3-49, \*/-47-W 2 of 12-12-50. o5-W 1038/11-1 of

From of Sec. Higher Secondy School 2015-06,

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 ourther there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person bolding a power-ofattorney 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 furn by one of the partners, or by some other persons having authority to give effectual receipts for the
- 4. Any person wno 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 or the is willing to under take the work. Only one rate of such percentage, or, all the Estimated 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 ave the name and number of the work to which they refer written outs' o the invelope.
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6. The Officer competent to disposo of the tenders shall lines sight of prejecting all or any of the tenders.

nidice compared and in default thereof to forfeit and pays to Govern-

Receipt No. dated from Government Treasury or sub-Treasury at the forwarded representing the earnest money. [(a) the full value of the sum of Rs. The full amount of security deposit specified to 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 deposite, as aforesaid 1 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 recified in words and figures

Strike out (a) is no ca is accurity deposit in to be

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

"Slunature of co-ntractor before submission of tender "Signature of witness to condus-

"Signature of the officers by

Dated the off at breat a

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The above tender is hereby accepted by me on behalf of the Governor of Sind. Rs: 6947157- Sixlac Ninny For the Engineer 21:3411-

Seven Hurold Fifteen ogy !

Division for his duly authorized Assistanti THU CANAD WAY

19Active Engineer

Dated the

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day of

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Condition of Contract

ecursy deposits.

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

the contractor) shall (A) [ (within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and coon, 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 denosited for more then twelve months) a sum sufficient with the amount of the carnest 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 the contractor for work done under the contract or making any payment to the contractor for work done under the contract or making any payment to the contractor for work done under the contract to make up the full amount of S. ... percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payble 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 sims, which is due or may be one due to the contractor under this contract and in the event of his security deposit being reducedaby 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 desiredethis in writing.

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(a), To rescind the contract (of which rescision notice in writen to the contractor, under the band of the Executive Engideer shall be conclusive evifor eated and be absolutely at the disposal of the Government, because of the contract of the

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

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Action when the particular precision of the work

Executive Engineer by the clause 3 and 4 thereof shall have become exercise. able, 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 Enotwithstanding be exerciseable in the event of any future case of default bythe contractor for which under any clause or clauses hereof he is declared olisble to pay compensation amounting to the whole of his security deposit candathe 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) for (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 Storberused for the execution of the work or any part thereof, paying or solvents and 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 alterthe Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contactor of his clerk of the works, foreman or other authorized agent require the importance of the contactor of his clerk of the works, foreman or other authorized agent require the importance of the contractor and at his risk in all respects, and the certificate almost of the proceeds any expense of and such sale shall be final and contractor.

The entire the contractor of the contractor and at his risk in all respects, and the certificate almost of the proceeds any expense of and such sale shall be final and contractor.

Contractor recacompensation action not takes under clause

of or sell, or large

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Gentrant ..

The bapteted and shall not proclude the Engineer-in-charge from requiring the bapteted and shall not proclude the Engineer-in-charge from requiring the bapteted and shall interfect or imagified, work to be removed or taken away the base distributed or the dumperformance of the confidence of the considered or the accounts of the conclude determine or effect in any other way the inverse of the Ingineer-in-charge as to the final settlement and adjustment of the accounts of otherwise, or in any way therefore the contract. The final Hill shall be submitted by the contractor within one month of the date they for the completion of the work otherwise Englisher for the works shall be final and binding on all parties.

Alterthinement Allenter of the Pigen has columbiling overlette.

Je Chiese 9. The rates for several items of works estimated to cost more Half River 1.000 agreed to within, shall be valid only when the item concerned to accordance with the sanctioned to be circulated as having been completed full in accordance with the sanctioned becircations. In clases where the items of work are not account of such items (Completed the Eligheer-in-charge may make payment on account of such items at valid reduced rates as he may consider reasonable in the preparation, of linal or on account bills.

Payment at teduced rates on secount of item of work not accepted as completed to be at the direction of the Engine-incharge.

Of Chase 10.—A bill shall be submitted by the contractor as frequently as the property of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or gause to be taken the requisite measurements for the purpose of having the same Verified and the claim, as for as admissible, adjusted, if possible before the explition 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 of his authorised agent, whose countersignature to the measurement list, will be sufficient warrant and the Engineer-in-charge may prepare a bill from such wolfs.

hill to be eab-

Clayse 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 tander or in the case of any extra work ordered in pursuance of these sponditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

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Bentrant

Bills to be on pri-

the clause 12.—If the specification of estimate of the work provides for the ruse of any special poscription 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 sprovided by the Engineer-in-charge (such material and stores, and the optical to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor out not so as in any way to scould the meaning of effect of this atract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such imaterials and stores as may be required from time to time to be used by thimsforthe purposes of the contract only and the value of the full quantity robother materials and stores so supplied shall be set off or deducted decontract or otherwise, or from the security deposits, or the proceeds of sale that 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 smathridismalphied to the contractor shall remain the absolute property of flovernments: and shall on page account be remained to the street of the work, lands 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 of the contract shall be refunded to the P.W.D. island, but the contractor shall not refunded to the P.W.D. island, but the contractor shall not be indicated to the P.W.D. island, but the contractor shall not be indicated to the p.M.D. island, but the contractor shall not refunded to the P.W.D. island, but the contractor shall not be indicated to the p.M.D. island, but the contractor shall not refunded to the P.W.D. island, but the contractor shall not for any wasting in or damage to any such materials supplied to him is affored.

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budoenn die den to Clause 13.—The contractor shall execute the whole and every pair 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 mitialled by the parties, the said specification being a part of the contract. The contractor shall also DISTRICT OFFICER

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-incharge 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 of at the rate of one percent. On the amount of the estimate for every day timot exceeding ten days, during which the failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and researched 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 contraction. 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 retire 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 contract-or 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 list subordinate to visit the work shall have been given to the contractor, wither himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders rigiven 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.

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Contractor or responsible apent 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 may 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 for his subordinate-in-charge of the work; and if any work shall be covered in 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 in 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 workflog, 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. The from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor imble for damage doss, and for imperfections for three months after certificates.

Clause 21.—The contractor shall supply at his own cost all material contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite for proper for the execution of the work, whether in the original, altered for 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 scalladdings, etc.

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

Clause 27.—All sums payable by a contractor by way of compensation sum payable by suinderbelany, of these conditions shall be considered as a reasonable compensation shall be considered as a reasonable compensation of dered as reasonable compensation with off to be considered as a reasonable compensation of the use of Government without reference to the actual of dered as reasonable compensation with the actual of the use of Government without reference to the actual of the use of Government without reference to the actual of the use of Government without reference to the actual of the use of Government without reference to the actual of the use of Government without reference to the actual of the use of t lose or damage sustained, and whether any damage has for has not been compensated with sustained. The control guidence of the sustained of the control guidence of the sustained.

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Clause 29.—All works to be executed under the contract shall be executed under the contract shall be executed under the properties of the direction and subject to the approval invall respects of Superlies bether Superintending Engineer of the circle for the time being, who shall be entited to the contract shall be executed under the contract shall be ex laledatojdirect at what point or points and in what manner, they are to be comm-spaced as a second

Works to be un-der direction of Superintending partition Act

noire danse 30 mexcept where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then decision of the Superintending Engineer of the circle for the time in force, the decision of the Superintending Engineer of the circle for the time 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 working, and instructions hereinbefore mentioned and as to the quality of working and instructions hereinbefore mentioned and as to the quality of contract working in 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 a respective of these conditions or otherwise concerning the works, or the execution for the same whether arising during the progress of the work.

failfure to execute the same, whether arising, during the progress of the work, or lafter the completion or abandonment thereof. It best to the completion of abandonment thereof. It best to the case of the

Chile of the The state of Europe and articles of European or American manufacture of European or American and articles of European or American manufacture which may be required Government.

for the twork, hor any part thereof or in making up any articles required. therefor not in connection therewith, unless he has obtained permission in an interest with the Engineer-in-charge to obtain such stores and articles else-with the walue 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 contractor and if they are not entered in the said schedule, they shall be debited contract and if they are not entered in the said schedule, they shall be debited. to himpaticost price which for the purpose of the contract shall include to the contract shall be contract shall b ithe cost of carriage and all other expenses whatsoever, which shall have been in

nincurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to Lump rums in payment in respect of the items of work involved or the part or the work in the commenter of question at the same rates as are payable under this contract for such items, "face still begel for in-charge capable of measurement, the Engineer-in-charge may at his discretion the same such in the part of the work in question is not in the opinion of the Engineer-in-charge may at his discretion the same such as a standard or the same su 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.

on he was and not be allowed 210: Clause 333. - In the case of any class of work for which there is ino such specfication as is mentioned in Rule I such work shall be carried out in naccordance with the Divisional specification, and in the event of there being o to Divisional specification, than in such case the work shall be carried out vin all respects in accordance with the instructions and requirements of the

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suuse 45 .- If any materials, such as stones metal, bajii, sand etc. are required to be convoyed 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 thirway. In case, ... however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government.

Certificate tencestonary fre-

15.7-5

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 baving penumatic tyres.

Procedure acceptance of tenfaics 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 sirears 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 Assetubly is a partner in the contract

Partnemhip M L.A'S bidden.

Clause 49-1/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

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

Interest or share Government ervant in the

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

When the sanctioning authority for the tender is:-

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 meter is here in before provided for as has been so decided, every such a ter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of 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 is ued in Aleis confidention.

Division Works (Wise) Duple.

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 inc.

oppoint med Contractor.

TEMETHICE Engineer, 13 EDDO.

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Executive Engineer, Division ·

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### SCHEDULE B.

# Memorandum Showing Items of Work To be Carried out

i vi k	Quantities estimated		Tenders rates				Total	
No.	but may be more or less	Item of work	In figures		In words	Unit	Total amount according to estimated quantities	
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Special Control		2						
Note				1				

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 contracter 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 Confractor)

DISTRICT OFFICER

Executive Engineer (Signature of \_\_\_\_\_\_)

Assistant Engineer

Off. 9.6. 201/. Q: 500

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

PW.D. 287

PW.D. 287

PW.D. 287

PW.D. 287

PORM B-1

And M. Deptt. No. 383-1937 of 2-1-37

(P.W.D.) No. 5-173, 2-W of 22-2-30.

G. 18 (P.W.D.) No. 1038-1 of 22-2-37

12-10-44 and 2-5-44 654-W of 22-2-37

12-10-44, and 2-5-44, 05-W 1038/11-1 of 28-3-49. MA-W of 12-12-50.

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

Submitting and opening tenders, and the time allowed for carrying out the work; also the amount of carnest 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 whegranted. Copies of the specifications, designs and drawings and estimated work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors it 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 outtier there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-
- 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 persons having authority to give effectual excepts for the firm.
- 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 noder take the work. Only one rate of such percentage, on all the Estimated 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, soparate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
- 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 shall authorize the Treasury Officer concerned to refund the amount of the specifications and other Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the arccept for the returnof the money.

6. The Officer competent to disposo of the tensions shall have right, of

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nights come the control of the control of the control and apply to Govern-

ministra i la prodica ye en la Receipt No. dated from Government Treasury or sub-Treasury at a property of the sum of Rs. 2 and is hierewith forwarded representing the carnest money [(a) the full value of

which is to be absolutely, forfeited to Government should ij are ballingin

which is to be absolutely, priested to Government should we not deposit the full amount of security deposit specified in the shove memorandum in accordance with Clause I (A) of the said conditions, otherwise the said sum of Rs. . . . shall be retained by Government on account of such security deposits as a foresaid large that he will be retained by the said to the said security deposits as a foresaid large that he will be retained by the said to such security deposite as aforesaid ] or. (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause I (B) of the conditions;]. \*\*

Dated the off hi boars

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bs((Address)) :

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"Signature of contractor before, su-bmission of tender to, etgtangic\*\*\* without to comin-

"Amount to be specified in words and Spotes

Strike out (a) H.

no La h occupity deposit is to be

\*\*Strice out (b)
if any cash recurity deposit is to be
saken.

token.

The above tender is hereby accepted by me on behalf of the Sayernor of Sind. 215036 Two last Heen the Harty Engineer

Division destruction Assistant) EDUCATION WORKS

Dated the

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Condition of Contract

recurry deposits.

"Bignatore of the officers by whom suppored.

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

the contractor) shall (A) [ (within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and Lovon, upto a limit of ten days, for a contract of Es. 10,000 or more of the receipt by him of the netification of the acceptance of his tender ) deposit with the Executive Ungineer in cash or Govi; Securities endorsed to Executive Engineer (if denosited for more then twelve months) a sum sufficient with the amount of the carnest 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 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 this contract and in the event of his security deposit being reducedaby reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in each or with Covernment securities endorsed as aforesaid any sum or sums which may have been deducted from, orgraised 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 the the depositor has expressly desired this in writing

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against their final payment only and not as payments for work equally done the Engineer in charge from requiring shy work unsound imperfect or dinskilly) work to be removed or taken away Is an admission of the due performance of the configuration any part thereof it they respect or the accounty of any claim; nor shall it conclude, determine or effect in any other way the propert of the Engineer in charge as to the final settlement and adjustment of the accounts or otherwise, or in any way Wary of reffect the contract. Tre final Bill shall be submitted by the contractor within one month of the date tized for the completion of the work otherwise Enginees his charge's certificate of the measurements and of the lotal appoint payable for the works shall be final and binding on all parties. .. which that The second second

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Le Claire "9.—The rates for several items of works estimated to cost more light Ps." 1.000 agreed to within, shall be valid only when the item concerned accepted as having been completed full in accordance with the sanctioned specifications. In cases, where the items of work are not accepted an association of the Elighieef-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of lithal or on account bills.

Payment at red-uced rates on acc-ount of Hem of work not accepted as completed to be at the direction of the Enginee-inchatgo.

Of Chase 10.—A bill shall be submitted by the contractor as frequently as the profirest of the work may justify for all work executed and application of the interpretation of the purpose of having the same vertical and the claim, as for as admissible, adjusted, if possible before the explicit ten days from the presentation of the bill, at any time deputy a subordinate to measure up the said work in the presence of the contractor. explify of ten days from the presentation of the bill, at any time depute a supporting to be assure up the said work in the presence of the ephtractor of his authorised agent, whose countersignature to the measurement list, will be sufficient warrant and the Engineer-in-charge may prepare a bill from such while will be binding on the contractor in all respects.

Bill to be Bill to be sub-mitted monthly,

of star are The contractor shall submit all bills on the printed forms to Clouge 11. The contractor shall submit all bills on the printed forms to be by the printed forms to be by the bills that always be entered at the rates specified sharges, to be made in the bills shall always be entered at the rates specified in the tander or in the case of any extra work ordered in pursuance of these iconditions, and not mentioned or provided for in the tender at the rates hereinaffer provided for such work.

Bills to be on pri-

Store supplied by Constancet

to Clause: 12,-11, the appointion of estimate of the work provides tof theruse 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 opliced 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 anaicxed) the contractor shall be supplied with such ematerials and storce as may be required from time to time to be used by himsforthe purposes of the contract only and the value of the full quantity cold the materials and stores so supplied shall be set off or deducted chontract, 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 thereof, if the security deposits is held in Government securities, the same or a sinflicient portion thereof shall in that case be sold for the purpose. All ematerials sulpplied to the contractor shall remain the absolute property of flowernment and shall, on no account be removed from the sire of the work, landeshall 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, of determination of the contract shall be refunded to the P.W.D. is 1916, Insincer-in-charge so requires by a notice in writing the properties than the consent of the Engineer-in-charge and he shall have no claim 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 allowed. for compensation on account of any such material supplied to him as afores said but, remaining unused by him or for, any wastage in or damage to any wehimsterials. till bingognid

to Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like monner 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 aball) also

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that any materials or articles provided by him for the execution of the work oars, 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-incharge of ntimate 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 icso, 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 of at the rate of one percent. On the amount of the estimate for every day binot exceeding ten days, during which the failur eso 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 contracmaterials as described above may be accepted or made use of; it shall be rowithin his discretion to accept the same at such reduced rates as he may fla therefore.

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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 Psupervision 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, possible agent duly accredited in writing present for that purpose, Orders siven 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.

Contractor or

notice in 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 of his subordinate-in-charge of the work; and if any work shall be covered diprior placed beyond the reach of measurement without such notice having sibeen 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

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 worklog, or any building, road, fence, enclosure of grass land of cultivated ground dom, and fee less reflections to the premises on which the work or any part the verfections. continuous to the premises on which the work or any part thereof is being extented, 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-vi-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 hat may then be due or may thereafter become due to the contractor. "br' from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

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ereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under a Assignse 3, thereof and in addition the contractor shall not be entitled to recover 1817 be paid for any work therefore actually performed under the contract.

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Clause 29.—All works to be executed under the contract shall be exeaccuted sunder the direction and subject to the approval invall respects of Specimendies
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noire die 30. Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then 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 of the specifications, designs of the specification, designs of the specification, designs of the specification, designs of the specifications, designs of the specifications, designs of the specifications, designs of the specifications, designs of the specifications of th

failure to execute the same, whether arising, during the progress of the work, or lafter the completion or abandonment thereof.

and articles of European or American manufacture which records a stores are an articles which records a stores are an articles and articles of European or American manufacture which records a stores are an articles and articles are all stores are an articles and articles of European or American manufacture which records a stores are all stores are a 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 and polyred therefor not in connection therewith, unless he has obtained permission in a not seed and articles, else-one and articles, else-one and articles, else-one and articles. where: 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. sto 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 were rincurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to Lump sums in payment in respect of the items of work involved or the part of the work in the materials and the work in the state of the work in the question at the same rates as are payable under this contract for such items, and beyed or in-charge capable of measurement, the Engineer-in-charge may at his discretion writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to bun under the provisions of this clause.

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sto 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 naccordance with the Divisional specification, and in the event of there being a to Divisional specification, than in such case the work shall be carried out win rall respects in accordance with the instructions and requirements of the Engineer-in-charge.

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> DISTRICT OFFICER EDUCATION WORKS CHOTEL

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Clause 45 .- If any materials, such as stones metal, bajii, sand etc. are required to be convoyed 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 tantway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government, on this account.

Certificate for lghi charges form

13000

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 ders 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.

Receivery of ducs 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 conteact

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 Saic . 明明特

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

Interest or share Government cervant in the Work

Clause-51.—The contractor will not be allowed to withdraw his and ask for the return of ernest 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 carnest money shall be forlieted.

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 bened in this connection.

Assistant Account Officer Editorion Works | Websprogram tant.

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

Contrastor

Contractor.

Executive Engineer,

Exocuti)e Engineer,

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Division EDUCA-TON WORKS GHOTEL

### SCHEDULE B.

# Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	inntities timated t may be ore or less	Tenders rates				Total	
			In fig		In words	Unit	amount according to estimated quantities	
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and the state of t		a l'amorana agus			1		3	
Note	1—All work		e e se anno sante.	i		The state of the s		

Note 1-All work shall be carried out as per Public works Departments Field-book and stocked 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 contracter 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,

Signature of Contractor)

101 WOODO

Executive Engineer CER (Signature of CORRE)

Assistant Engineer

Note-To be continued on additional sheets if found necessary

dated 9.6. 2011 Re. 7501 Kalhoro vide DR. 882 SGP (Khp.) D. No. 105-11-94-50,000 L.F. of 3 la cach. P W.D. 287 66-1, of 8,6-36, 1950-W of 27-9-37, G.C.M.P. and M. Depti. 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 (P. W. D.) No. 1038-1 of 22-2-39 (P. 12-10-44, ... and : 2-5-44, 05-W 1038/11-1 of 28-3-49, 5-47-W 2 of 12-12-50. DIVISION Work: upgebra of P.S. into M.S 2005-06 Rep. @ Fips Donaga Icham Mangg. Percentago Rate Tender and Contract for morks General Rules and Directions for the Guidance of Contractors A 1. All work proposed to be executed by contract shall be notified in a form of invitation to tender pested on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer. falling to ma will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for entrying 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 succossful tenderers and the percentage, if any to be deducted from bills. It will also state whe-

ther a refund of quarry fees, coyalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 juspection by contractors it the office of the Executive Engineer during office hours

- 2. In the event of the tooger being submitted by a firm, it must be signed separately by each pertner there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-Sattorney authorizing him to do so.
- 3. Receipts for parinters made on account of any work, when executed by a firm, shall also be signed by all the pareners, except where the contractors are described in their series as a firm, in which case the receipt shall be signed in the name of the firm by one of the pareners, or by some other persons having authority to give effectual receipts for the firm.
- 4. Any person who submits a tentior shall fift up the usual printed form stating at what percentagerbove or below tile 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, out all the Buledward 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 torm of tender shall include a tender for more than one work, a separate tender for each. Tenders shall have the unner and number of the contact to which they refer written outside the considered aumber 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 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 Jucomots mentioned in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the contractor materials to the denosited to the contractor materials to tender, on his giving rearnest money for deposited to the contractor unising the tender, on his giving on receipt for the returnof the money,

of the 6. The Officer competent to dispose of the ready's shall lights perciceting all or any of the tenders.

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dated from Government Treasury or 1270 TAN 1 1 1 1 TEL, THE TRANSPORT OF THE Receipt No. sub-Treasury at is herewith forwarded representing the carnest mency (a) the full value of which is to be absolutely, forfeited to Government about we not deposit

relained, by the Govennment on account of the security deposit specified, meclause I (B) of the conditions 1. Po

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The above tender is hereby accepted by me on behalf of the Covernor of Sind. R: 624,197 2:x lactrumy For the one Histories Engineer

Lun BISTERICLE CONTROLLER Assistant EDUCATION WORKS ( 1) > 3; . + ...

Dated the

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· Condition of Contract

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

the contractor) shall (A) [ (within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and coson, 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 denosited for more then twelve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the amount of the carnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) (perint Government at the lime of making any payment to him for work done under the contracts to deduct such sum as well (With the carnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by 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 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 deductions a sufficient sum from up the full amount of .... percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payble 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 one 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 have thereof. The security, deposit referred to, when paid in each, may, at the cost of the depositor, be accorded into lettered bearing securities recovided that the depositor has exconverted, into interest-bearing securities provided the the depositor has ex-

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specified in words

"Amount to by

Strike out (n) # deposit is to be wken.

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if any each recurlty deposit is to be
taken.

"Sixostuto ofcopurizyon of tender \*\*\*Signature of witness or croudly ther's ofgreature.

"Signature of the

(a). To rescind the contract (of which rescision notice in writen to the contract, under the band of the Executive Engideer shall be conclusive evidence.), and in that case the scentity deposit of the contractor shall stand forfeated, and be absolutely at the disposal of the Government, because a transport

of him (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 lahour and the price of the materials (as to the correctness of which cost and price the correctness of which cost and price the correctness 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 out the same rates as if it had been carried out by the contractor under the terms of this contract, and in that case, the certificate of the Executive 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 in 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 faforesaid, the contractor shall fift 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 to certified.

guiban 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 of the work 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 of the work is unsattefactory.

half of 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 exercise able, and the same shall not have been exercised, the non-exercise thereof shall pot constitute a waiver of any of the conditions hereof and such powers shall motwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared eliable to pay compensation amounting to the whole of his security deposit conflather liability of the contractor for past and feture compensation, shall cremain unaffected. In the event of the Executive Engageer taking action under Testian unaffected. In the event of the executive Engineer taking action under sub-clause (a) for (c) of clause 3, he may, if he so desires, take possession of salter thereof or belonging to the contractor, or produced by him and intended to be used for the execution of the work or any part thereof, paying or salter not being applicable, at current market takes, to be certified by the Executive Engineer whose certificate thereof shall be final. In the other 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 promises if within an a such as the second of the contractor failing at time to be specified in such notice, and in the event of the contractor failing to be specified in such notice, and in the event of the contractor failing them at the contractor's expense or sale them by auction or private unit on a second of the contractor and at his risk to all respects, and the certificate amount of the proceeds any expense of any such recoval and the contractor and at his risk to all respects, and the certificate amount of the proceeds any expense of any such recoval and the contractor and at his risk to the expense of any such recoval and the certificate of the proceeds any expense of and such sais shall be final single-certificate.

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Power to take presented of or mento tomoval of or sell, cont-iscior's plant,

feathers that final payment only and not appropriate for work country done the foundation that the foundation of the fou Thy work unsound, imperfect or duskilly) work to be removed or taken awa Then addinished the dust performing of the tonified of any part thereof the any part thereof the any part thereof the any other way the transact of the frequencies as to the or effect in any other way the transact of the frequencies—charge as to the final settlement and adjustment of the accounts or otherwise, or in any war waryo priteffect the contract. The final lill shall be submitted by the contractor within one month of the date trach for the completion of the work otherwise Engineer lis-charge's certificate of the mersurements and of the total appound payable for the works shall be final and binding op all parties. in which may the Meditionership

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Le Capte 19, Inc. rates for several items of works estimated to cost more hard him 1,000 agreed to within, shall be valid only when the item concerned to cost proced having been completed full in accordance with the sunctioned specifications. In cases where the items of work are not account of such items completed the Eligineer-lin-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of limit 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 Enginee-in-Chaigo.

the progress of the work may justify for all work executed and not inclined in any previous bill and the Engineer-in-charge shall take or same to taken the requisite measurements for the purpose of having the same yerified and the cialin, as for as admissible, adjusted, if pussible before the explicitly of ten days from the presentation of the bill, at any time depute a expiry, of ten days from the presentation of the bill, at any time deputy, a first the surface of the said work in the presence of the epityactor for this authorised agent, whose countersignature to the presence of the contractor or his authorised agent, whose countersignature to the measurement list, will be shall be binding on the contractor in all respects.

Bill to be sobmitted monthly.

of som sill. The contractor shall submit all bills on the printed forms 19,080 had on application at the other of the Engineer in charge." The sharges, to be made in the bills shall always be entered at the rates specified mille tunder or in the case of any extra work ordered in pursuance of these reconditions, and not mentioned or provided for in the tender at the rates percupatter provided for such work.

Bills to be on pri-nted forms.

to Clause: 12 .- If the apecification of estimate of the work provides for ther use of any special georgiption of uniterials 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 quicek to be coursed therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to scoluted the meaning or effect of this contract specified in the schedule or memorandum hereto anagzed) the contractor shall be supplied with such imaterials and stores as may be required from time to time to be used by thim for the purposes of the contract only and the value of the full quantity cold their materials and stores so supplied shall be set off or deducted . looptract, or otherwise, or from the security deposits, or the preceeds of sale thereof, if the security deposits is held in Government securities, the same or ca chifficient portion thereof shall in that case be sold for the purpose All ematerials and pulicient to the contractor shall remain the absolute property of Hovernment and shall on no account be removed from the the 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 comenleting of determination of the contract shall be recorded to the P.W.D. ISLAND Julie, Engineer-in-charge so requires by a notice in writing there his chands jut the contract shall not be entitled to retiff any such matching except with the conscit of the Engineer-in-charge and the shall have no stall for compensation on account of any such material supplied to him as afore-said but remaining uppered by him or for the material supplied to him as afore-said but remaining uppered by him or for espid but, remaining unused by him or for, any wastigo in or damage to any such impurials. hadosin ar

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10 Clouse, 13, -- The commeter shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as fegures materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initially by the the said specification being a part of the centract. The gratractor shall also partios,

outed in sentences not with specifica-tions, drawings

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lethat any materials or articles provided by him for the execution of the work are, unsound, or, of a quality infector to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-incharge to intimate this fact in writing to the contractor and then not with standing the act 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 icso within a period to be specified and provide other proper & suitable inspired at his own proper by the Engineer-in-charge in the appriting intimation aforesaid, the confractor shall be liable to pay compensation platathe rate of one percent. On the amount of the estimate for every day Unnot exceeding ten days, during which the failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and reexecute the work or remove and replace the materials or articles complained for, 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 flz therefore.

equipment: 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 contract-or 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 ilisi subordinate to visit the work shall have been given to the contractor, Heither himself be present to receive orders and instructions, or have a res-Ponsible agent duly accredited in writing present for that purpose, Orders Friend 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. 5111

Works to be en-

Contractor sponsible agent to be proposed.

no. ... 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 many 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 of his subordinate-in-charge of the work; and if any work shall be covered "bup" or placed beyond the reach of measurement without such notice having Seben 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 in 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 workling, or any building, road, fence, enclosure of grass land of cultivated ground dose, and for language on the premises on which the work or any part thereof is being three ments elser 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 of therwise, by the Engineer-in-charge, the contractor shall make good the 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 suffi-

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Recept such special material, if any, as may in accordance with the secontract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary work requisite for proper for the execution of the work, whether in the original, altered for substituted form, and whether included in the specifications of other documents, forming part of the contract of referred to in these conditions or not ents, 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

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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 a bollanse,3, thereof and in, addition the contractor shall not be entitled to recover rent be paid for, any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation sum payable by a contractor by way of compensation sum payable by a contractor by way of compensation sum payable by a contractor by way of compensation sum payable by a contractor by way of compensation was of compensation of these conditions shall be considered as a reasonable compensation with satisfactor by the actual of compensation with the contractor of the actual of compensation with the conditions and whether any damage has for has not been required to be compensation with bloss or, damage sustained, and whether any damage has for has not been compensation with sustained.

estife lauge, 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 constitution of Engineer-in-charge, for his information.

Clause 29.—All works to be executed under the contract shall be exescutted squader the direction and subject to the approval in all respects of Supering
bether Superintending Engineer of the circle for the time being, who shall be entited and the subject to the superintending the subject to the superintending to be superintended to the superintending to be superintended to the super is ledge to clinic to time carried on what manner they are to be comm-region? 

noite die 30 Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then 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

Decision of Supdig: Engince to be final,

being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs the drawings, and instructions hereinbefore mentioned and as to the quality of the specification, designs the work work or as to any other question, and the specifications, and the specifications designs the specifications designs the specifications designs the specifications are specifications.

claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders in neuropages or these conditions of otherwise concerning the works, or the execution for the executi

failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

or after the completion or abandonment thereof.

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for the work bor any part thereof or in making up any articles required. writing from the Engineer-in-charge to obtain such stores and articles else- are and articles, else- are an articles. where 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. cto himeaticost price which for the purpose of the contract shall include we the cost of carriage and all other expenses whatsoever, which shall have been and all other expenses whatsoever, which shall have been and all other expenses whatsoever, which shall have been and all other expenses whatsoever, which shall have been and all other expenses whatsoever, which shall have been and all other expenses whatsoever, which shall have been and all other expenses whatsoever, which shall have been and all other expenses whatsoever, which shall have been and all other expenses whatsoever. rincurred in obtaining delivery of the same at the stores aforesaid.

Sums in respect of part of the work, the contractor shall be entitled to a Lump in the sum of the work in the contractor shall be entitled to be contracted to the work in the contractor shall be entitled to be contracted in the contractor in the payment in respect of the items of work involved or the part or the work in the sudanter of land question at the same rates as are payable under this contract for such items, flow will beyout in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificates 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. boviolla od ion pragamental are

specification as is mentioned in Rule I such work shall be carried out in which there is no such Action where no specification as is mentioned in Rule I such work shall be carried out in whichereless. naccordance with the Divisional specification, and in the event of there being o to Divisional specification, than in such case the work shall be carried out vin rall respects in accordance with the instructions and requirements of the

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required to be convoyed 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 ranway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be prescrable against Government, on this account.

Certificate for concessionary frelgin charges form the Rallway.

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 baving 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 Sage

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 ernest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfieted.

When the sanctioning authority for the tender is:-

Executive Engineer

One month.

Superintending Engineer

Two months.

Chief Engineer

Three months.

Government

Six anonalis.

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. broular Memo Noslotto W. dated 14th September, 1937, and subsequent orders issued in this connection.

Devision William

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 inc.

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DESCRIPTION OFFICES

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## SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item	Quantities estimated but may be more or less	ities ted Item of work by be br less	Tende	ers rates	1	Total amount according to estimated quantities
Item No.			In figures	In words	Unit -	
			Rs. Ps.			
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	. ,			Personal Property Control		

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 contracter 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,

Signature Medicintractor)

Executive Engined CER (Signal ALGA WORKS)
GVSS Stand Engineer

Note-To be continued on additional sheets if found necessary

188-2 to m/s Darskan Eledie Uale. vide DR: No. 879 at. 9-6-2011 Rs: 500 SGP (Khp.) D. No. 105-11-94-50,000 L.F. of 8 ls cach.
PWD 287

PW.D. 287

56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-1/37 of y-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 2-5-44 654-W of 22-2-39 12-10-44, and 2-5-44, 05-W 1038/11-1 of 28-3-49, 4/47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION Nome of wome. impgrades, of P.S in to M.S in RA in Sidh GPS Allah wony, Mahor (Elecotro).

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. Adbase to reason will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for enrrying 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 succossful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 it 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-ofattorney authorizing him to do so-
- by a firm, shall also be signed by all the partners, except where the contractors are described in their render as a firm, in which case the receipt shall be signed in the name of the furn 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 appelled 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 Estimated 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 princed 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 reparate 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 Mentification, sign copies of the specifications and other decoments mentioand in Rule I. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the searnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

stretening all or any of the tenders.

DISTRICTORE WENTER ATTIONS TO SEE

ntidite must from a district the said conditions.

and the control of the property of Receipt No. sub-Treasury at sub-Treasury or is herewith forwarded representing the earnest money [(o) the full value of the sum of Rs. 10 and the full value of the full which is to be absolutely, forfeited to Government should we not deposit the full amount of security deposit specified to the above memorandum. in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. ......shall be retained by Goevrnment on account of such, security, deposite, as aforesaid ], or (b) the full value of which shall be retained by the Govenrament on account of the security deposit specified in clause I (B) of the conditions ]. ..

to be specified in wards

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"Signature of the

Dated the

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The above tender is hereby accepted by me on of Sind. 109185 one numared behalf (or his duly

Dated the

Condition of Contract

day of

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

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the contractor ) shall (A) [ (within one day for a contract of Rs. 1,000 or. 'oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and Joson, 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 then 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 lime 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 a cresaid. All compensation other issues of money payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sule of a sufficient part of his bidescentity deposit or from the interest arising therefrom or from any his security deposit, or from the interest arising therefrom or from any sums which is due or may be one due to the contractor under and in the even of his security deposit being redthis contract. uced aby 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 so is which may have been deducted from or raised by sale of his security a Dosit or any part thereof. The security deposit referred to, when paid in case, may, at the cost of the depositor, be converted, into interest-bearing securities provided that the depositor has ex-

(a) To rescind the contract (of which rescision notice in writen to the contractor, under the band of the Executive Engideer shall be conclusive evidence.), and in that case the security deposit of the contractor shall stand for sated, and be absolutely at the disposal of the Government.

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supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the lahour 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 sand at the same rates as if it had been carried out by the contractor under Athe 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 fagainst 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 excess of the sum which would have been paid to the original contractor in 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 fasoresaid, 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 to certified.

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.

progress of any

stary Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall knotwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared nliable to pay compensation amounting to the whole of his security deposit randa the liability of the contractor for past and future compensation, shall be tremain 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 value 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 fallowing 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 coatractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises it within man a contract of the contra 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 of account of the contractor and at his risk in all respects, and the contractor of the Executive Engineer as to the expense of any such removed and and such sale shall be final and cover and exclusive against the contractor

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against the final payment only but not as payments for work ctually during the balling and shall not preclude the ingineer in charge from requiring the payment in the removed or taken away and be dustructed, or re-created not shall any such payment be considered in any admission of the dust performance of the represent of the receipted determine or effect in any other way the posters of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way way of the flect the contract. Tre final Bill shall be submitted by the contractor within one month of the date track for the, completion of the work otherwise buy able for the works shall be final and binding on all parties.

Angration of the distance of t

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

Payment at reduced rates on necount of item of work not accepted as completed to be at the direction of the Enginee-incharge.

Chase 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 yerified and the claim, as for as admisisble, adjusted, if possible before the explination 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 of 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.

Bilt to be eabmitted monthly.

configure 11. The contractor shall submit all bills on the printed forms 19, 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 tander 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 pri-

to Clause 12. If the apecification of estimate of the work provides for ther use of any special close iption 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 toobe provided by the Engineer-in-charge (such material and stores, and the quircel 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 scontrol the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such imaterials and stores as may be required from time to time to be used by himsfor the purposes of the contract only and the value of the full quantity ing the materials and stores so supplied shall be set off or deducted Recontract, or otherwise, or from the security deposits, or the proceeds of sale .thereof h if the security deposits is held in Government securities, the same or emathrials supplied to the contractor shall remain the absolute property of "Goods unitable surger of the software shall the tellored the site of the Mark 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 comenletion of the contract shall be refunded to the P.W.D. stone, thather the contract shall be refunded to the P.W.D. stone, thather the contract shall not be entitled to rettiff any such materials except with the consent of the Engineer-in charge and he shall have no old in for compensation on account of any such material supplied to lim as afondsaid but remaining unused by him or for any wastage in or damage to any suchimaterials.

More supplied by Gorentescot

bases in the nost substantial and work-man-like manner and both as folding materials are all other matters in strict accordance with the specifications lodged in coffice of the Executive Engineer and initialled by the parties the said coffication being a part of the contract. The contractor shall the

substant of the order of the or

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that any materials or articles provided by him for the execution of the work ats, 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-incharge and 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 inaterials or articles at his own proper by the Engineer-in-charge in the garriting intimation aforesaid, the contractor shall be liable to pay compensation olatathe rate of one percent. On the amount of the estimate for every day binot exceeding ten days, during which the failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and reexecute 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 contracmaterials as described above may be accepted or made use of; it shall be rowithin his discretion to accept the same at such reduced rates as he may flx-therefore. emilymeter

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, Heither 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 op-

Contractor responsible agent

Clause 19.—The contractor shall give not less than five days notice in arwriting 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 measu-'rement any work without the consent in writing of the Eugineer- in -charge for his subordinate-in-charge of the work; and if any work shall be covered bup 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

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 workflag, or any building, road, fence, enclosure of grass land of cultivated ground continuous to the premises of which the work or any part thereof is being received, or if any damage thall 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 Sotherwise, by the Engineer-in-charge, the contractor shall make good 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 fingineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, for from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor Mablo for dose, and for im. portections three mouths after

Clause 21. The contracto shall supply at his own cost all material Rexcept such special material, f any, as may, in accordance with the scontract, be supplied from the N.W.D. Stores), plant, tools, appliances inplements, ladders, cordage, tack t, scaffolding and temporary work requisite for proper for the execution of the work, whether in the original, aftered neluded in the specifications or other documents, forming part of the southern of referred to in these or other documents. ents, forming part of the contrac 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 Which

Contractor so supoly plant, ladders scaffoldings, etc.

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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 a sulfuse 3, thereof and in addition the contractor shall not be entitled to recover say be paid for, any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation sum payable by a uniderbalany of these conditions shall be considered as a reasonable compensation to be considered to the use of Government without reference to the actual derection of compensation without reference to the actual derection of the same and whether any damage has for has not been compensation with loss or damage sustained, and whether any damage has for has not been injuntareferenced in

dered at reasonable

son Glause 28. In the case of a tender by partners any change in the consultation of a constitution of a firm shall be forthwith notified by the contractor to the consultation of the contractor to the contracto Engineer-in-charge for his information and ment suppliers a grinished no

Clause 29.—All works to be executed under the contract shall be exeder direction of the approval, in all, respects of Superintending bether Superintending Engineer of the circle for the time being, who shall be entitder direction to the approval, in all, respects of the circle for the time being, who shall be entitder direction to the circle for the time being, who shall be entitder direction to the circle for the time being, who shall be entitder direction to the circle for the time being, who shall be entitder direction to the circle for the time being, who shall be entitdirection to the circle for the time being to be a communication. inleditordirect at what point or points and in what manner, they are to be comm-19500') . The manner of the comm-19500') to the worker as the second property of the said Act on board of the insconfinctor,

Decision of Supdig: Enginee to be final,

noir glanse 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 to 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 a negroup of the conditions or otherwise concerning the works, for the execution for the execution of the execution

failfire to execute the same, whether arising, during the progress of the work, or lafter the completion or abandonment thereof. or posture the completion of the last of the case of

send of the contractor, shall obtain from the P.W.D. stores all stores periamination of the contractor of the contractor. Character M. 1946. Diagram 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 and and therefor notain connection therewith, unless he has obtained permission in about some and articles else with the Engineer-in-charge to obtain such stores and articles else with the solution of the solution where The value of such stores and articles as may be supplied to 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. sto him; at least price which for the purpose of the contract shall include a second othe cost of carriage and all other expenses whatsoever, which shall have been in rincurred in obtaining delivery of the same at the stores aforesaid.

sums in respect of part of the work, the contractor shall be entitled to a Lome to the payment in respect of the items of work involved or the part or the work in the colorates, 11 question at the same rates as are payable under this contract for such items, and the lovel of the part of the work in question is not in the opinion of the Engineer and his discretion in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificates in writing of the Engineer n-charge shall be final and conclusive against the confractor with regard to any sum payable to him under the provisions of this clause.

boviolla od ton Hearing all 210 Clause 33. In the case of any class of work for which there is no such specfication as is mentic ted in Rule I such work shall be carried out in naccordance with the Divisional specification, and in the event of there being vin fall respects in accord nee with the instructions and requirements of the Engineer-in-charge...

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Glause 45 .- If any materials, such as stones metal, baju, 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 imparay. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government. on this account.

concessionary fre-

Chause 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 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 duca from contractor sa 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 01

Clause 49-1/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

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

interest or share Government eccent in the Work

Clause-51.-The contractor will not be allowed to withdraw his and ask for the return of ernest 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 carnest money shall be forfieted.

When the sanctioning authority for the tender is:

Executive Edgineer

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 exacted under my personal supervision and I am satisfied that it has been rectly 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.

> DivisionabeAccountant. cally is placed on me.

Certified that I have noted the content of C vernment P. W. Circular Memorandum No. 1006-1 dated 21st February 1950, wherein the resp sibility of getting the tend checked

WISTRICT OFFICER

Operation of the second Contractor

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### SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	Item of work	Te	nders	rates		Total amount according to estimated quantities
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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 Schedue should be filled in in ink and the total of the entries in the last column should be struck by the contracter under his signature. Note 3—Rates quoted include clearance of site (prior to commencement of Work and at its close) in all respects and holdgood work under all conditions. Site moisture, Weather, etc

Signature of Contracto)

C Lyssisian Engineer

General Rules and Directions for the Galainen of Contractors

J. All works proposed to be executed by contract shall be notified in a fixecutive Engineer and shaned by the Breenive Engineer.

J. All works proposed to be executed by contract shall be notified in a fixecutive Engineer and shaned by the Breenive Engineer.

J. All works proposed to be executed by contract shall be notified in a fixecutive Engineer and shaned by the Breenive Engineer.

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J. All works proposed to be executed by contract and to notified in a fixecutive Engineer and shaned by the Breenive Engineer.

J. All works proposed to be executed by contract and to office of the Executive Engineer and shaned by the Breenive Engineer.

form of invitation to tender posted on a benefit and up in the office of the Executive Engineer and shared by the Executive Engineer.

Affinity to the form will state the start to be certifed 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 fender, 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 when the a refund of quarry fees, royalities, octroi does 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 onen for tespection by continuous in the office of the Executive Engineer during effice hours

- 2. In the event of the topics being submitted by a firm, it must be signed separately by each picture there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person helding a power-of-sattorney authorizing him to do so.
- by a firm, shall also be signed by all the partners, except where the contractors are described in their sender as a firm, in which case the receipt shall be signed in the name of the functory one of the partners, or by some other persons having authority to give eventual receipts for the Grm.
- stating at what percentage above or below the rates appended in Schedule B' memorandum showing items of work to be carried out; he is willing to ander take the work. Only one rate of such percentage, on all the Estimated rates should be framed. Tenders, which propose any alteration in the morks specified in the said form of invitation to tender or in the time aboved for carrying out the work, or which contacts are other conclusions, will be table to rejection had permed form of tender shall include a tender for more than one work, separate tender for each. Tenders shall have the more than one work, separate tender for each. Tenders shall have the more and number of the work to which they refer written outside the cavelope.
- tenders in the presence of contractors who have subscitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a consumative absorbant in a saidable form. In the under the amounts identification, sign copies of the specifications and other occupant of a tender being related the Present Officer transport of a tender being related the Present Officer transport of the amount of the receipt for the required to the amount of the receipt for the required to a tender.

the officer compensat to displace or reiceting all or may of the tenders.

DISTRICT OFFICER

ELECTRON WORKS

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pidiles mus cran' le and in default thereof to forfelt and payl to Govern-inent the sums of money mentioned in the said conditions.

and the stagest the Receipt No. from Government Treasury, or dated sub-Treasury at sample respect of the sum of Rs.20 is the rewith forwarded representing the carnest mency ((a) the full welfered

which is to be absolutely, [pricited to Covernment should - not deposit the full amount of security deposit specified to the above memorandum, --11 relained, by the Govennment on account of the security deposit specified

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Caudition of Contract

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Clause 1.—The Person whose tender may be accepted (herrinafter eniled

the contractor) shall (A) [ (within one day for a commet of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and Lozon, upto B 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 Ungineer in eash or Govt; Securities endorsed to Executive Engineer (if deposited for more then (velve months) a sum sufficient with the amount of the carnest money deposited by him with his render to make up the full security deposit specified in the tender), or (B) (perinic Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the carnest 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. ... percent by deducting a sufficient sum from every such payment as last aforesaid. All consensation other issues of money payble 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 histsecurity deposit, or from the interest arising therefrom, or from any sums which is due or may be one due this contract and in the event of his accurity deposit being redin the contractor under uced by reason of any such deduction of sale as aforegain the contractor, shall within ten days thereafter, make good in such or with Government securities endorsed as aforesaid any sum of sums which puty have been deducted from, or raised by sale of his security deposit of any pair thereof. The security, deposit referred to, when paid in cash, may at the cost of the depositor, be converted, into hitesest-bearing securities provided that the depositor has expressly desired this in writing.

DISTRICT OFFICER EDUCATION WORKS CHORKE

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(a), To rescind the contract (of which resci iou notice in writen to the synting or under the band of the Executive Engider shall be conclusive evidonce,), and in that case the security deposit of the contra7tor shall stand forfested, and be absolutely at the disposal of the Government, become

with (b). To employ iabour paid by the Public Vork 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 contractor) and crediting him with the value of the work done, in all respects in the same manner sand at the same rates as if it had been carried on by the contractor under the terms of his contract; and in that case the cartificate of the Executive of list the terms of his contract; and in that case the cartificate of the Executive Engineer; as to the value of the work done shall be final and conclusive fagainst 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 on excess of the sum which would have been paid to the original contractor iff the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the E-scative 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 descrit 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 Ringineer, the contractor shall have no civing 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 faforesaid, the contractor shall fift 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 performaance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount to certified.

unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2 be cutilled 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 oring to such action-

Action when the progress of em particular position of the work in usentialectory.

hardele Clause 5.—In any case in which any of the prevers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercise able, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions her of and such powers shall Knotwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses bereof he is declared sliable to pay compensation amounting to the whole of his security deposit remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) for (c) of clause 3, he may, if he so desires, take possession of all sor any tools, plant, materials and stores in or upon the works, or the raite thereof or belonging to the contractor, as proceed by him and intended atoy be used for the execution of the work or any part thereof, paying or rallowing for the same in account at the nontract ates, 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 of his clerk of the works, foreman or other authorized agent require tractor or his cierk of the works, foreman or other authorized agent require him, to remove such tools, plant, materials, or stores comme premises it within to comply with any such requisition, the Execute Engineer may be contractor failing at the contractor and at his risk to all the contractor and at his risk to all the contractor as to the expense of a such that the contractor and at his risk to all the contractor and at his risk to all the contractor and the contractor and at his risk to all the contractor and the contractor and at his risk to all the contractor and the contractor and at his risk to all the contractor and the contractor and at his risk to all the contractor and the contractor.

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Power to take possession of or require

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Affiliational payment only, and not, at payments for work countly done the bandered and shall not preclude the Engineer-in-charge from requiring the band unsound, imperfect or duskiful, work to be removed or taken away and an admission of the dusperformance of the contract of any part thereof it large respect of the accounts of the imprecrim-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final still shall be submitted by the contractor within one month of the date tixed for the, completion of the work otherwise lengther the charge's certificate it, the measurements and of the total amount of the work otherwise.

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"la daise" of The rates for several items of works estimated to cost more light kg. I coo agreed to within shall be valid only when the item concerned it accepted as having been completed full in accordance with the sanctioned the cities. In cases where the items of work are not accepted as as as completed the Eligheed-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of lithal or on account bills.

Payment at reduced rates on secount of liem of work not secepted at completed to be at the direction of the Enginee-inchains.

of Chase 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and upter problems of the work may justify for all work executed and upter problems. The first the frequents for the purpose of having the same settled and the chain, as for as admissible, adjusted, if possible before the expliction of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor of his authorised agent, whose countersignature to the measurement list, will be sufficient warrant and the Engineer-in-charge may prepare a bill from such that which shall be binding on the contractor in all respects.

Bill to be submitted mountally.

of star significant the contractor shall submit all bills on the printed forms 10,000 had on application at the office of the Lingineer- in charge. The charges to be made in the bills shall atways be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these recognitions, and not mentioned or provided for in the tender at the rates appropriates provided for such work.

Bills to be on pri-

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litors supplied by

to Clause 12.—If the specification of estimate of the work provides for the inse of any special placeription of inaterials to be supplied from the store of the P.W.D or if it is required that the contractor shall use certain stores to observe the contract of the specific of the contract of the specific of the contract of the specific of the specific of the contract of the specific of the specifi

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in 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

puled in property and with recorder tions, drawings orders, sfor

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that any materials or articles provided by the 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 shell be lawful for the Engineer-inchange not in accordance with the contract, it shell be lawful for the Engineer-inchange to interest this fact in writing to the contractor and then not with standing the act 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 inaterials or articles at his own proper by the linguiser-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation of the rate of one percent. On the amount of the estimate for every day of onot exceeding ten days, during which the failure concontinues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and reference the work or remove and replace the materials or articles complained for 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 rowithin his discretion to accept the same at such reduced rates as be 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 contract-or 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 finish subordinate to visit the work shall have been given to the contractor, in the himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders beginn 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.

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Works to be op-

Contractor or responsible agent to be propert.

Clause 19.—The contractor shall give not less than five days notice in afwriting to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement may 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 to writing of the Engineer-in -charge for his subordinate-in-charge of the work; and if any work shall be covered in pror placed beyond the reach of measurement without such notice having of then 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 of the such work, or for the materials with which the same was executed there or the materials with which the same was executed

Netico 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-to-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, for from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor Echic for damage
done, and for baporfections for
three months after
cartificate.

Clause 21.—The contractor shall supply at his own cost all material dexcept such special material, if any, as may, in accordance with the secontract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite for proper for the execution of the work, whether in the original, altered for substituted form, and whether included in the specifications or other documionts, 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 to which

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DISTRICT OFFICER

### SCHEDULE B.

### Memorandum Showing Items of Work To be Carried out

Item No.	Quantities		Tenders rates			ON THE PERSON NAMED IN	Total -
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17/4			Annual Control		1	and the second s	

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 contracter 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,

Signatus Tractor)

Weather, etc.

ED (Significate STINES Assistant Engineer

Note-To be continued on additional sheets if found necessary

of: 9-6- 2011. R. Sosy SOP (Khp.) D. No. 105-11-94-50,000 L.F. of 8 is. cach. 56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-P/37 of 2-11-37 (P.W.D.) No. 8-173, 2-W of 22-2-39, PUBLIC WORKS DEPARTMENT 12-10-44 and 2-5-44 6-4-W of 22-2-39, 12-10-44, and 2-5-44, 05-W 1038/11-1 of 28-3-49, 5/47-W 2 of 12-12-50, DIVISION PW.D. 287

> Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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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. Euphine to anneare the test

Niew 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 enrying out the work; also the amount of carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the succossful tenderers and the percentage, if any to be deducted from bills. It will also state when there a refund of quarry fees, royalities, 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 if the office of the Executive Engineer during office hours

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

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 she firm.

4. Any person who subjects a tender abail full up the usual printed form stating at what percentage above or below the rates apacified 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 Schedoried rates thall be framed. Tenders, which propose any afteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the said form of invitation to dender of in the time anowae for carrying our the work, or which contain any other conditions, will no liable to rejection. No princed 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 swork to which they refer written cutside the envelope. 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 decomests mention shall authorize the Treasury Officer concerned to refind the amount of the security for the return of the contractor making the tender, on his giving

disperse 6. The Officer competent to dispose of the tenders shall large right by human

DISTRICTOFFICER EDUCATION WORKS CMOTE

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Receipt No. + Dr. Dathoyana s 100 100 100 dated from Government Treasury or sub-Treasury at is discrevitly forwarded representing the earnest money ((a) the full value of

sum of Rs.....shall be retained by Goevenment on account of such security deposite as aforesaid ] or (b) the hill value of which shall be relained by the Government on account of the steurity deposit specified

Dated the Rs. 215036 Ron. Thro loca Fifeen all the manner of the

Satisfaddress ) MAUCHTLAN WORKS a(Occupation). sulf, es tracie

The above tender is hereby accepted by me on behalf of the Covernor 12 12141 -4. 24.

Executive Engineer of the

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Division (or his duly authorized Assistant)

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· 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 oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and 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 denosited for more then ty elve months) a sum sufficient with the Engineer (if deposited for more then ty elve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) (permit Government at the lime 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 Government by way of security deposit); Provided always that in the event contemplated at (A) above, then and in such case, if the sum so deposited of the work it shall be lawful for Government at the time of making up the full amount of S. . . . percent by deduction a sufficient sum from up the full amount of. J.... percent by deducting a sufficient sum from every, such payment as last aforesaid. All compensation other issues of money payble 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 is due or may be one due to the contractor under and in the event of his security deposit being redthis contract uced by reason of any such deduction or sale as afteresaid the contractor shall within ten days thereafter, make good in cash or with Government securities within ten days thereafter, make good in each or with Government scenarios endorsed as aforesaid any sum or sums which may lave been deducted from organised by sale of his security deposit or any part thereof. The security, deposit referred to, when paid in each, may, at the cost of the depositor, be converted, into interest-bearing securities provided that the depositor has ex-

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\*Amount to be specified in words and figures

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oo Striko out; (b) if any crah securi-ty deposit is to be isken.

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(e). To rescind the contract (of which rescision notice in writen to the contractor, under the band of the Executive Ragidaes shall be conclusive evidonce,), and in that case the security deposit of the contractor shall stand forfgated and be absolutely at the disposal of the Government, baroons

of har (b). To employ iabour 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 lahour 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, to all respects in the same manner Sand at the same rates as if it had been carried out by the contractor under the torms 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

(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 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 excess expenses the certificates in writing of the Executive Engineer shall be 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 faforesaid, the contractor shall fibt 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 to certified.

guilbut Clause 4.—If the progress of any particular portion of the work is Action when the unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in progress of the work is in accordance with the conditions mentioned in of the rest of the rest in the contract of the rest is unsatisfactory.

[On compensation, for any loss sustained by him owing to such action.

brilly 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 exercise able, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions bereof and such powers shall Enotwithstanding be exerciseable in the event of any future case of default the contractor for which under any clause or clauses hereof he is declared this blade to pay compensation amounting to the whole of his security deposit candathe liability of the contractor for past and future compensation, shall crethain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) for (c) of clause 3, he may, if he so desires, take possession of all for any tools, plant, materials and stores in or upon the works, or the Tailbor any tools, plant, materials and stores in or upon two works, or the waite thereof or belonging to the contractor, or precured by him and intended into the execution of the work or any part thereof, paying or callowing 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 connative the Executive Engineer may, after giving notice in writing to the contractor of his clerk of the works, foreman or other authorized agent require limits to be specified in such notice, and in the event of the contraction within an event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the contraction of the specified in such notice, and in the event of the specified in such notice, and in the event of the specified in such notices and in the event of the specified in such notices. 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 be requisition, the Executive Engineer may be removed them at the contractor's expense or sale than by auction or private sale on account of the contractor and at his risk to all respects, and the certificate of amount of the proceeds any expense of any such remediate of any such rem

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against the final payment and and not as payments for work equally dens thy from this build, thinerfeet or tingktiful work to be removed or taken a small be denstructed, or re-creeted not shall any such payment be consequent As an identification of the duarpertorugues of the copieset in any part thereof it in any other way the property of the loginact in covering determine or effect in any other way the property of the loginace in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way Wary or reflect the contract. Tre fing Bill shall be submitted by the contractor within one month of the date treed for the completion of the work otherwise Englicer-lif-charge's certificate or, the measurements and of the total amount buyable for the works shall be final and binding on all parties. The Real Property

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The rates for several items of works estimated to cost more light Rs. 1.000 agreed to within, shall be valid only when the item concerned specifications. In cases where the items of work are not accepted as also completed the Eligheet-th-charge may make payment on account of such items at specification of on account of such items in a second or on account of such items in also at specific the Eligheet in the inay consider reasonable in the preparation, of any on account of such items in a second or on account of such items in a second or on account of such items in a second or on account of such items in a second or on account of such items in a second or on account of such items in a second or on account of such items in a second or on account of such items.

Payment at red-uced rates on acco-ount of item of work not accepted as completed to be at the direction of the Enginee-in-charge.

a) Chase 10.—A bill shall be submitted by the contractor as frequently as the problems of the work may justify for all work executed and application of the purpose of having the same be taken the requisite measurements for the purpose of having the same explicited and the claim, as for as admissible, adjusted, if possible before the explicit 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 of his authorised agent, whose countersignature to the measurement list, will be sufficient warrant and the Engineer-in-charge may prepare a bill from such wolfather shall be binding on the contractor in all respects.

Bill to be submitted mouthly,

of the ir. The contractor shall submit all bills on the printed forms 19,000 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 tander or in the case of any extra work ordered in pursuance of these repullitions, and not mentioned or provided for in the tender at the rates herginafter provided for such work. anibinos,

lifth to be on pri-

to Clause 12,-If the appointion of estimate of the work provides for ther use of any special description of materials to be supplied from the store of the P.W.D or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the opinest to be charged therefore as heremalier mentioned being so har as pracof the convenience of the contractor but not so as in any way to technul the meaning of effect of this contract specified in the schedule or memorandum, hereto analysed the contractor shall be supplied with such imaterials; and stores as may be required from time to time, to be used by thimsforthe purposes of the contract only and the value of the full quantity confitted materials, and stores so supplied shall be set off or deducted. robd their materials and stores so supplied shall be set off or deducted chontract or otherwise, or from the security deposits, or the preceeds of sale their sale in the security deposits is held in Government securities, the same or tackufficient portion thereof shall in that case be gold for the purpose All contractions and shall on the contractor shall remain the absolute property of landshall at all times be open to inspection by the Engineer-in-clining. Any such materials unused and in perfectly good condition at the time of composition or determination of the contract shall be refunded to the P.W.D. splotion of determination of the contract shall be recupied to the P.W.D. island fight, Property of the contract shall be recupied to the P.W.D. island fully. Engineer-in-charge so requires by a notice in writing the resulting the charge in the contract shall have no except with the conscit of the Engineer-in-charge and he shall have no elath for recompensation on account of any such material supplied to him as afformable but to the contract by him or for any material supplied to him as afformable but to the contract by him or for any material supplied to him as afformable but to the contract by him or for any material supplied to him as afformatical supplied to him as a supplied him as a supplied to him as a supplied canida but remaining unused by him or for, any wastage in or damage to any

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io 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 mitalled by the barties, the said specification being a part of the contractor half also

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that any materials or articles provided by him for the execution of the work in accordance with the contract, it shall be lawful for the Engineer-incharge to intimate this fact in writing to the contractor and then not with standing the to intimate this fact in writing to the contractor and then not with standing the left that the work, materials or articles complained of may have been inadverently 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 uso, within a period to be specified and provide other proper & suitable payeriting intimation aforesaid, the contractor shall be liable to pay compensation of attacher rate of one percent. On the amount of the estimate for every day olat the rate of one percent. On the amount of the estimate for every day binot exceeding ten days, during which the failur eso 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 contrac-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 nowithin his discretion to accept the same at such reduced rates as he may flx therefore.

Clause 18.—All works under or in course of execution executed in Works to be eppursuance 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, Highther himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders Fgiven 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.

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no. ... Clause 19.—The contractor shall give not less than five days notice in Afwriting to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement 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, and shall not cover up or place beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement. Frement any work without the consent in writing of the Engineer- in -charge of 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 given before work to 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 work to for demage done, or any building, road, fence, enclosure of grass land of cultivated ground perfections for the premises on which the work or any part thereof is being the demage of the demage done, and for its perfections for the demage done and for its perfections. 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 snall make good the same at his own expense, or in default the Engineer-m-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. for from his security deposits or the proceeds of sale thereof, or of a suffi-

Clause 21. The contractor shall supply at his own cost all material Rescept such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite for proper for the execution of the work, whether in the original, altered for substituted form, and whether included in the specifications, or other documents forming part of the contract of referred to in these specifications, or other documents. ents, 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

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DISTRICT OFFICER EDUCATION 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 a contractor shall not be entitled to recover say be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation sum payable by a contractor by way of compensation sum payable by a contractor by way of compensation state of considered as a reasonable compensation to be considered as a reasonable compensation to be considered as a reasonable compensation of compensation with the considered as a reasonable compensation with the constant of the constant of compensation with the constant of compensation of compensation with the constant of compensation with th bloss or damage sustained, and whether any damage has for has not been compensation with sustained. The sustained and sustained and sustained are sustained as sustained.

solic lauge 128.—In the case of a tender by partners any change in the consultation of a firm shall be forthwith notified by the contractor to the consultation of Engineer-in-charge for his information. Engineer in charge for his information.

Clause 29.—All works to be executed under the contract shall be exeucuted a under the direction and subject to the approval, in all respects of Superintending Engineer of the circle for the time being, who shall be entited to the contract shall be continued to the circle for the time being, who shall be entited to the contract shall be continued to the circle for the time being, who shall be continued to the inledato; direct at what point or points and in what manner they are; to be commercial) 

noite die 30 mexcept 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 of the workmanship, or materials used on the work or as to any other question, and relating to the work or as to any other question, and relating to the work or as to any other question, and the specifications of the specifications.

distinguishing, or inatterials used on the work of as to any other question, characteristic distinguishing right, matter, or thing whatsoever in any way arising out of, or relating of the contract design, drawings, specifications, estimates, instructions, orders a manager of these conditions or otherwise concerning the works, or the execution stories are subset to the execution stories. failure to execute the same, whether arising, during the progress of the work,

or lafter the completion or abandonment thereof. in position (b) 0 (0), 10) based on it limited to the land of the Change III, two came . setsuclause: 31. The contractor, shall obtain from the P.W.D. stores all stores are ambiguite to be and articles of European or American manufacture which may be required obtained of forethe work hor any part thereof or in molinical which may be required. for the twork, bor any part thereof or in making up any articles required and rive? -for the twork, for any part thereof or in making up any articles required therefor notain connection therewith, unless he has obtained permission in the relation whiting from the Engineer-in-charge to obtain such stores and articles, else-with the walter 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. cto him at cost price which for the purpose of the contract shall include to an action ithe cost of carriage and all other expenses whatsoever, which shall have been in incurred in obtaining delivery of the same at the stores aforesaid.

sums in respect of part of the work, the contractor shall be entitled to a temp sums to payment in respect of the items of work involved or the part or the work in the coulmates. question at the same rates as are payable under this contract for such items, the part of the work in question is not in the opinion of the Engineer of the Engineer of the Engineer of 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. -boxedfa od inn Penterno allowed-

specification as is mentioned in Rule I such work shall be carried out in maccordance with the Divisional specification, and in the event of there being o to Divisional specification, than in such case the work shall be carried out vin rall respects in accordance with the instructions and requirements of the

specification.

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EDUCATION WORKS GHOTEN

Gewse 45.—If any materials, such as stones metal, bajti, sand etc. are required to be convoyed 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 tairway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government.

encessionary fr lgla charges form the Raffway,

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 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 Assetubly is a partner in the contract

Partnership M.L.A'S 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

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

Interest or share Government errant to the Work

Clause—51.—The contractor will not be allowed to withdraw his and ask for the return of ernest 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 in violation of this condition earnest money shall be forfieted.

When the sauctioning 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 behavior 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 Office Connection.

Educative Workel West copp tant.

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

Contractor. 分。1984

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DISTRICT OFFICER EDUCATION WORKS GHOTE

SGP (Khp.) D. No. 105-11-94-50,000 L.F. of 8 ls. cach. P.W.D. 287 G. C. R. P. W. D. Nos. 7938 of 6-4-35

36-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.

and M. Deput No. 383-P/37 of 9-11-37

(P. W. D.) -No. S-173, 2-W of 22-2-30, PUBLIC WORKS DEPARTMENT

12-10-44 and 2-5-44 6-4-W of 22-2-37

12-10-44 and 2-5-44 6-4-W of 22-2-39

12-10-44 and 2-5-44 6-54-W of 22-2-39

CIRCLE PW.D. 287

12-10-44, ... and : 2-3-44, o5-W 1038/11-1 of 28-3-49, 5/47-W 2 of 12-12-50. Simil Pir Box Pitty (Electon) D) 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.

Wifey 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 carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the succossful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, 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 cornection with the work shall be signed by the Executive Engineer for the purpose of identifi-cation, 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person bolding a power-of-
- 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 fum by one of the partners, on by some other persons having authority to give effectual receipts for the firm.
- 4. Any person was submits a tender shall fill up the usual printed form stating at what percentage above or below the rates apacified 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 Estimated rates hall be framed. Touders, which propose any alteration in the works specified in " the said form of avitation 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 Jacoments 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 freeznest money for deposited to the contractor making the tender, on his giving or a receipt for the returnof the money.

6. The Officer competent to dispose of the tenders shall have right of lecting all or may of the tonders.

nighting must come and in default thereof to forfeit and paying Govern-

Receipt No.

Sub-Treasury at dated from Government Treasury or sub-Treasury at the earnest mency (to) the full value of which is to be absolutely), interested to Government should be above memorandum in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs.

Sum of Rs.

Convertment on account of the said conditions, otherwise the said sum of Rs. sum of Rs.

such security deposite as aforesaid ] or (b) the full value of which shall be inclained by Goevenment on account of my clause 1 (B) of the condition?

The security deposite as aforesaid in the security deposit specified. Dated the Ps: 215151/ Fup. The lace Effect The = me Hance Fifth one only \_\_\_\_\_

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if any cash security deposit is to be inten.

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\*Amount to be specified in words and figures

Sinks out (a) H no as heccurity deposit in to be

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\*\*Signatura afco-nucctor before: buission of tender "" Signature of witness to contra-

(Address) ont lo : -((Occupation)).

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EDUCATION WORKS

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

\*Signature of the efficiently when excepted.

Baccitive Engineer

Division (or his duly authorized Assistant)

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day of

· Condition of Contract

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

escurry deposits.

the contractor) shall (A) [ (within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and ocon, 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 each or Govt: Securities undorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the Engineer (it deposited for more then twelve months) a sum suchcient who the amount of the carnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the lime of making any payment to him for work done under the contracts to deduct such sum as well (With the carnest money deposited by him.) amount more percent of all moneys so payable; such deduction to be held by 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 any payment to the contractor for work done under the contract to make uply the full amount of S. e. percent by deducting a sufficient sum from gypry, such payment as last aforesaid. All compensation other issums of money payble 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 signs which is due or may be one due to the contractor under shins which is due or may be one due to the contractor under this coul not and in the event of his security deposit being reduced by reason of any such deduction or sale as afteresaid the contractor shall within ten days thereafter, make good in cash or with Government sessitities endorsed as aforesaid any sum or sums which may leave been deducted from, organised by sale of his security deposit or any part thereof. The security, deposit referred to, when paid in cash, may at the cast of the depositor, be converted, into proceed bearing, securities, provided that the depositor has expected desired.

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contractor, under the band of the Executive Engideer shall be conclusive evispecially, and in that case the security deposit of the contractor shall stand Latented, and be absolutely at the disposal of the Government, because

out to be considered as

supply materials to carry out the work, or any part of the work, debiting to the contractor with the cost of the labour and the price of the materials (as Engineer shall be final and conclusive against the contractor) and crediting thim with the value of the work done, in all respects in the same manner 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 excess expenses the certificates in writing of the Executive Engineer shall be contracted 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 insterials, 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 of 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 to certified.

unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in 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 easy particular position of the work is unsatisfactory.

Executive Engineer by the clause 3 and 4 thereof shall have become exercise able and the same shall not have been exercised, the non-exercise thereof shall have become exercise and the same shall not have been exercised, the non-exercise thereof shall have been exercised, the non-exercise thereof shall knorwithstanding be exerciseable in the event of any future case of default the contractor for which under any clause or clauses hereof he is declared that the contractor for which under any clause or clauses hereof he is declared that the contractor for past and future compensation, shall be clause (a) for (c) of clause 3, he may, if he so desires, take possession of alternation to be contractor, or procured by him and intended alternative for belonging to the contractor, or procured by him and intended allowing for the execution of the work or any part thereof, paying or contract not being applicable, at current market rates, or in the case of 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 primitive to the contractor of the works, foreman or other authorized agent required the formal of the works, foreman or other authorized agent required to comply with any such requisition, the Executive Engineer may are not the Executive Engineer may such to expense or safe them by auction or private fall or account of the contractor's expense or safe them by auction or private fall or account of the contractor and at his risk the all respects, and the certificate the Executive Engineer may are not be then be accounted to the contractor and at his risk the all respects, and the certificate the Executive Engineer may are not be the expense of the contractor and the certificate the executive Engineer may are not be the executive Engineer may are not be them by auction or private fall or the contractor and at his risk the all respects, and the certificate the executive Engineer may are not the expense of the co

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Against the final payment only, and not, as payments for work equally, done in the highest played and shall not preclude the highest in charge from requiring the highest misseud; imperfect or unskilling york to be improved or taken away and its districted, or re-erected not shall any such proposed or taken away for an identification of the during formance of the configer or any part thereof in the accounts of the configer describing or effect in any other way the property of the improvers of the improver in charge as to the final settlement and adjustment of the accounts of otherwise, or in any way wary of the least the contract. It is final fill shall be submitted by the contractor within one month of the date tixed for the completion of the work otherwise in the measurements and of the total amount this final sale of the total amount physics for the works shall be final and binding on all parties.

Ance the second of all the control the control the control the following second texts.

The rates for several items of works estimated to cost more light ks. 1.000 agreed to within, shall be valid only when the item concerned be accordance with the sanctioned be fications. In cases where the items of work are not accorded as sanctioned completed the Elighteel-in-charge may make payment on account of such items at their reduced rates as he may consider reasonable in the preparation of account of account of account of such items.

Payment at reduced rates on account of item of work not accepted as completed to be at the direction of the Engine-inchates

Chase 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 for as admissible, adjusted, if possible before the explicitly 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 of 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.

The contractor shall submit all bills on the printed forms the pad on application at the office of the Engineer-in charge. The charges to be made in the bills chall always be entered at the rates specified in the fander or in the case of any extra work ordered in pursuance of these roundings, and not mentioned or provided for in the tender at the rates here mafter provided for such work.

Bills to be on pri-

to Clause: 12, - If the apecification of estimate of the work provides for the use of any special closeription 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 stop-berprovided by the Engineer-in-charge (such material and stores, and the qui cel to be coursed therefore as hereinafter mentioned being so far as pracdeable for the convenience of the contractor but not so as in any way to control the meaning of effect of this contract specified in the schedule or meniorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by himsforthe purposes of the contract only and the value of the full quantity to but the materials and stores so supplied shall be set off or deducted Recontract, or otherwise, or from the security deposits, or the preceeds of sale theirof, if the security deposits is held in Government securities, the same or the state of the contraction by the spirit of the purpose All the purpose the contraction by the spirit of the work. landstable 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 comeffleting of the contract shall be refunded to the P.W.D. should be the contractor shall not be entitled to rettifu 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 afforce espid but, remaining unused by him or for any wastage in or damage to any such noterials, th, unstand

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no 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, he said specification being a part of the contract. The contractor shall also

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that any materials or articles provided by him for the execution of the work nate 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-incharge 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 b muterials or articles so charge and cost; and in the event of his failing to do iso 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 swriting intimation aforesaid, the contractor shall be liable to pay compensation of any such failure the Engineer-in-charge may rectify or remove, and reexecute 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 my within his discretion to accept the same at such reduced rates as he may -fle-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 Osupervision of the Engineer-in-charge and his subordinates, and the contract-or 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 This is ubordinate to visit the work shall have been given to the contractor, Wither himself be present to receive orders and instructions, or have a respossible agent duly accredited in writing present for that purpose, Orders Fgiven 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.

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Contractor or responsible agent

Clause 19.—The contractor shall give not less than five days notice in ferriting 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 of his subordinate-in-charge of the work; and if any work shall be covered in the 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 Mor such work, or for the materials with which the same was executed

Notice to

Clause 20 .- If the contractor or his workmen, or servants shall break. deface, injute, 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 perfections to continuous to the premises on which the work or any part thereof is being Troin any cause whatever or if any imperfections become apparent in it within three mouths of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the Frame at his own expense, or in default the Engineer-ru-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, for from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

except such special material, if any, us may, in accordance with the polyplant ladder contract, be supplied from the P.W.D. Stores), plant, tools, appliances, inplements, 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

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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 and been rescinded under solanse & thereof and in addition the contractor shall not be entitled to recover - 1917 be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation ounderbany of these conditions shall be considered as a reasonable compensation sum payable by sation to be applied to the use of Government without reference to the actual of considerable sustained, and whether any damage has for has not been mountained in sustained.

soliding bearing the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the constitution of Briginger-in-charge for his information. Engineer-in-charge for his information and the incidence a graduate on obtaining a certificate treatment of the obtaining a security of the continued of the obtaining a security of the obtaining a security of the obtaining a security of the obtaining of the obt

Clause 29.—All works to be executed under the contract shall be exeoccuteds under the direction and subject to the approval invall respects of Superintending Engineer of the circle for the time being, who shall be entitioned to be the circle for the time being, who shall be entitioned to be the circle for the time being the circle for the circle for the time being the circle for the circle for the time being the circle for the circle for the circle for the time being the circle for the ci

Works to be un-der direction of

is ledge to direct at what point or points and in what manner, they are to be comm-1900) . Army 

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noire do 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 working and instructions hereinbefore mentioned and as to the quality of working shall be final, conclusive and binding on all parties to the contract diarrings, and instructions hereinbefore mentioned and as to the quality of working shall be final whatsoever in any way acising out of or relating the same of the specifications.

claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders a torsion of these conditions or otherwise concerning the works, or the execution of the same whather prising the works, or the execution of the same whather prising the progress of the invalid failure to execute the same, whether arising, during the progress of the work,

or after the completion or abandonment thereof.

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or of the contractor, shall obtain from the P.W.D. stores all stores an implementation be and articles of European or American manufacture which may be required obtained of the contractor.

or of the contractor of the contractor of the power of the contractor of the con for the twork, tor any part thereof or in making up any articles required therefor not in connection therewith, unless he has obtained permission in about some writing from the Engineer-in-charge to obtain such stores and articles else-wise and might where 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. cto himeaticost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been in sincurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes hump sums in respect of part of the work, the contractor shall be entitled to the Lump sums in payment in respect of the items of work involved or the part or the work in the column to be part or the work in the columns and question at the same rates as are payable under this contract for such items, and beget for if the part, of the work in question is not in the opinion of the angineeror 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.

boyolla od ton l'en and 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

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saccordance with the Divisional specification, and in the event of there being o to Divisional specification, than in such case the work shall be carried out win rall respects in accordance with the instructions and requirements of the tott be used nitde

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concessionary frefight charge form 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 timway. 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.

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 acceptance of ten-ders 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.

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 Assertably is a partner in the contract

Partnembip M L.A'S bidden.

Clause 49-1/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

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

Interest or share Government cerrant in the Work

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

When the sanctioning authority for the tender is:-

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. elreviar Memo No. 1015 W. dated 14th September 1937, and subsequent orders issued in this connection.

Assistant Account Office

Edyalia Yorka Hazzoo da tant.

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 inc. Opagoing me

Contractor.

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#### SCHEDULE B.

Memorandum Showing Items of Work to be Carried out

Item No.	Quantities estimated but may be more or less		T	ender	s rates		Total	
		Item of work	In figures		-1n words	Unit	amount according to estimated quantities	
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Note !-All work shall be carried out as per Public works Department: 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 contracter 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)

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CHASINANT Engineer

Note-To be continued on additional sheets if found necessary

185=2 to M/S M/B Electic Worne vide DR. 874 att. 9-6 Ps. 500/-180P (Khp.) D. No. 105-11-94-50,000 L.F. 0[8 is. each. PW.D. 287 PW.D. 287 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.

6d M. Deptt. No. 383-P/37 of 9-11-37

G. Rs. (P. W. D.) No. 1038-1 of 22-2-39

12-10-44 and 2-5-44 6-4-W of 22-2-39

12-10-44, and 2-3-44, 05-W 1038/11-1 of 28-3-49, 5/47-W 2 of 12-12-50.

DIVISION CIRCLE DIVISION Sincle 2005-06 / 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. Adding to manage one was in the w Above 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 carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the succossful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person bolding a power-ofattorney 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 render 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 was submits a tender shall fill up the usual printed form stating at what percentage above or below the rates so scified in Schedule B' memorandum showing items of work to be carried and he is willing to under take the work. Only one rate of such percentage, on all the Estimated 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 princed 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 outs a the avelope.
- 5. The Executive Engine or his duly authorised Assistant shall open tenders in the presence antractors who have submitted tenders or their representatives who have 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 decoments 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 rearnest money for deposited to the contractor making the teader, on his giving a receipt for the returnof the money.

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

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nerdice and an in default thereof to forfeit and pay to Govern-

Receipt No. dated from Government Treasury or sub-Treasury at proprint respect of the sum of Rs. It is herewith forwarded representing the earnest mency [(a) the full value of which is to be absolutely, forfeited to Government should we not deposit the full amount of security deposit specified to 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 manager is to professor to a

sum of Rs.....shall be retained by Government on account of such security deposite 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.

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The above tender is hereby accepted by me on behalf of the Governor of Sind. 109122/- one lac Nine third one the lock is considered in the lock is considered in the lock in the lock is considered.

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Condition of Contract

econtry deposits.

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

the contractor) shall (A) [ ( within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and Loson, 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 Govi: Securities endorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the carnest 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 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. I 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 the contract by deducting a sufficient sum from every such payment as last aforesaid. All compensation other issums of money payble 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 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 sims; which is due or may be one 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, orgraised by sale of his security deposit or any sart 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.

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\*Amount to be specified in words and figures

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"Signature of the

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(a) To rescind the contract (of which rescision notice in writen to the contractor, under the band of the Executive Engideer shall be conclusive evidence,), and in that case the security deposit of the contractor shall stand forfeated, and be absolutely at the disposal of the Government basing

of his (b). To employ iabour 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 lahour and the price of the materials (as Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, the all respects in the same manner and carried out by the contractor under the tarms of his contract; and in that case the certificate of the Executive 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

(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 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 faforesaid, 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 to certified.

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 positions of the v

hard Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall Inotwithstanding be exerciseable in the event of any future case of default obylithe contractor for which under any clause or clauses hereof he is declared nlisble to pay compensation amounting to the whole of his security deposit cands the liability of the contractor for past and future compensation, shall be compensation. 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 Saite thereof or belonging to the contractor, or procured by him and intended ato be used for the execution of the work or any part thereof, paying or stor becaused nor the execution of the work of any part thereof, paying or sallowing 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 proother authorized accompanying tractor or his clerk of the works, foreman or other authorized agent require and plant, him to remove such tools, plant, materials, or stores from the premises it within an a prefer to the premises it within a prefer to the premises it within a premise to the premise and the 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 tremove them at the contractor's expense or sale than by auction or private sale on secount of the contractor and at his risk is all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the call strength of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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The rates for several items of works estimated to cost more light Ry." 1.000 agreed to within, shall be valid only when the item concerned accepted as having been completed full in accordance with the sanctioned specifications. In cases where the items of work are not accepted as as so completed the Eligineel-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of hinal or on account bills.

Payment at reduced rates on secount of item of work not accepted at the direction of the Enginee-inchairs.

Chase 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 outpose of having the same verticed and the claim, as for as admissible, adjusted, if possible before the explity 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 of 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 endmitted monthly.

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 pri-

in Clause 12.—If the specification or estimate of the work provides for the use of any special poscription 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 scould the meaning of effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such smaterials and stores as may be required from time to time to be used by thimfort the purposes of the contract only and the value of the full quantity includes materials and stores so supplied shall be set off or deducted contract or otherwise, or from the security deposits, or the preceeds of sale that of it 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 smaterials subplied to the contractor shall remain the absolute property of flowernment and shall on no account be removed from the fire 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 comellation of determination of the contract shall be refunded to the P.W.D. island in the contract shall not be entitled to rettify any such materials unused and in perfectly good condition at the time of comellation by the Engineer-in-charge and he sliall have no classific to recompensation on account of any such material supplied to him as allored to remaining unused by him or for any wastage in or damage to any such important.

Store supplied by Goy-Aucacot

no 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 specifiations 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

Warts to be executed to with specifications, drawings orders, etc.

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into any materials or articles provided by him for the execution of the work att, 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-incharge 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 is so, within a period to be specified and provide other proper & suitable inaterials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation of at the rate of one percent. On the amount of the estimate for every day that the rate of one percent. On the amount of the estimate for every day inot exceeding ten days, during which the failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and research the work or remove and replace the materials or articles complained and of as the case may be at the risk and expense in all respects of the contraction. 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 rowithin his discretion to accept the same at such reduced rates as he may retibered.

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 contract-or 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 list subordinate to visit the work shall have been given to the contractor, with the contractor or possible agent duly accredited in writing present for that purpose, Orders regiven 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 ep-

Contractor or responsible agent to be personed

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 of his subordinate-in-charge of the work; and if any work shall be covered in proof 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 in 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 workling, 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. For from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor lindie for damage
dose, and for heaperfections for
three months after
certificate.

Rexcept such special material, if any, as may, in accordance with the scontract, 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 for 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 scalfoldings etc.

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Giause 45.- If any materials, such as stones metal, baju, sand etc. are required to be convoyed 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 tanway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government.

concessionary frelghi charges form

Chause 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 baving penumatic tyres.

Procedure acceptance of tenders when tendered rater are same;

Clause of .- 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 Assetubly is a partner in the contract

Partnership M L.A'S 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

Payment of Sale

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

interest or share Covernment ervant in the

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Clause-51.-The contractor will not be allowed to withdraw his and ask for the return of ernest 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 carnest money shall be forfieted.

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 at y 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 Tenda has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide G vernment P. W. B. directar Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued that is commented.

1930 Meeningtant.

Certified that I have noted

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Memorandum No. 1006-1 date list February, 1950, wherein the responsibilitylof getting the tender clacked efficiently is placed

Ohwing man Contractor.

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Executive Engineer, División ·

## SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated			enders	rates		Total	
	but may be more or less	Item of work	In figures		In words.	Unit	Total amount according to estimated quantities	
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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 contracter 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,

Signature of Contractor)

ignature of \_\_\_\_\_)
Assistant Engineer

Note-To be continued on additional sheets if found necessary

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

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G. R. P. W. D. Nos. 7938 of 6-4-35 (A. J. S. W. D.) Nos. 7938 of 6-4-35 (A. J. S. W. D.) No. 383-P/37 of 9-11-37 (A. J. W. D.) No. S-173, 2-W of 22-2-30, PUBLIC WORKS DEPARTMENT 12-10-44 and 2-5-44 6-4-W of 22-2-39 (CIRCLE 12-10-44 and 2-5-44 6-5-W 103801 1-21 12-10-44, and 2-5-44, 05-W 1038/11-1 of 28-3-49, 1/47-W 2 of 12-12-50.

Housaid Poffer Elects School 2015-06

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. Edbride to reach the colored Albur 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 enrying 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 succossful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 identifi-cation, 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 ourther there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-ofattorney authorizing him to do so.
- by a firm, shall also be signed by all the partners, except where the contractors are described in their render as a firm, in which case the receipt shall be signed in the partners of the firm by one of the partners on by some other be signed in the name of the fum by one of the partners, or by some other persons having authority to give effectival excepts 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 are cified in Schedule 'B' memorandum showing items of work to be carried or the is willing to under take the work. Only one rate of such percentage, or, all the Schedualed 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 princed 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 ave the name and number of the work to which they refer written outs' o the invelope.
- The Executive Engines or his duly authorised Assistant shall open representatives who have submitted tenders or their representatives who have 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 Jocoments mentions. ned 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 cearnest money for deposited to the contractor making the tender, on his giving a receipt for the returnof the money,

6. The Officer competent to dispose of the tenders shall lines tight of perciecting all or any of the tenders.

nidiw caus cities, and in default thereof to forfeit and pays to Govern-

Receipt No. Receipt No.

sub-Treasury at

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 to the above memorandum,
in accordance with Clause 1 (A) of the said conditions, otherwise the said
composed Rs.

shall be retained by Government on account of duted from Government Treasury or sum of Rs. ......shall be retained by Goevenment on account of such security deposite as aforesaid ] or. (b) the full value of which shall be relained, by the Govennment on account of the security deposit specified in clause I (B) of the conditions.].

specified in words and Squice

Strike out (a) H no ca h accurity deposit is to be taken.

\*\*Strike out (b), if any eash securi-ty deposit is to be taken.

""Signature of co-

ntractor before yobmission of tender lo, elatangi2.\*\* witness to contra-

"Signature of the CASCOLA SA

Dated the

Maria J. A.

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- # ((Occupation:) nd en transcription

The above tender is hereby accepted by me on behalf of the Covernor of Sind. Rs: 6347157- Sixlac Ninny For the Engineer Buchive Engineer

Division for his duly authorized Assistant) TOUGHT WK

Dated the

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#### Condition of Contract

· econsty 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. 'oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and Lozon, 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 denosited for more then 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 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 significant by deducting a sufficient sum from every such payment as last aforesaid. All compensation other issums of money payble 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 contract may be deducted from, or paid by the sule of a sufficient part of his/security deposit, or from the interest arising therefrom, or from any sims, which is due or may be one due to the contractor under this contract and in the event of his security deposit being reducedaby reason of any such deduction of 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, orgraised 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 desiredethis in writing.

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contract (of which rescision notice in writen to the contract), and in that case the security deposit of the contract of shall stand for each and be absolutely at the disposal of the Government.

supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the lahour 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, to all respects in the same manner and oat 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 eEngineer; 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 fasoresaid, the contractor shall fiot 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 to certified.

unibunical A.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general in accordance with the conditions mentioned in 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 sear particular position of the week

had the 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 exercise able, 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 Knotwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared oliable-to-pay compensation amounting to the whole of his security deposit candather 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 for any tools, plant, materials and stores in or upon the works, or the waits thereof or belonging to the contractor, or procured by him and intended sto becaused for the execution of the work or any part thereof, paying or sallowing 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 con- actor plant. The fractor of his clerk of the works, foreman or other authorized agent requires the him to remove such tools, plant, materials, at stores from the premises within materials at stores from the premises within materials and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notice and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the event of the specified in such notices and in the specified in specified in such notices and in the specified in specified him to remove such tools, plant, materials, at stores from the premises within materials, at time to be specified in such notice, and in the event of the contractor failing them at the contractor's expense or sale them by auction or private sale on the contractor and at his risk in all respects, and the certificate amunont of the proceeds any expense of any such removal and the clusive against the contractor.

Contractor rece-sins liable topay compensation action not taken poder claures

Power to take possession of or require personal

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Contract.

falls with it in all payment only, and not, as payments for work ctually done the bapteted hands shall not proclude the Engineer-in-charge from requiring the process of unsound, it interfect of this killy) work to be removed or taken avid and re-don't re-creeted not shall any such payment be considered and admission of the dusiperformance of the configuration any part thereof in any respect or the accounts of any claim; nor shall it concludes determine; or effect in any other way the tropers of the Engineer-in-charge as to the final settlement and admission of the accounts of otherwise, or in any way vary otherwise the contract. The final hill shall be submitted by the contractor within one month of the date they for the completion of the work otherwise lengtheer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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The rates for several items of works estimated to cost more half Ry." 1.000 agreed to within, shall be valid only when the item concerned accepted as having been completed full in accordance with the sanctioned specifications. In clases where the items of work are not accepted as so completed the Eligineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of lithal or on account bills.

Payment at requced rates on account of item of work not accepted as completed to be at the direction of the Enginee-in-

Chase 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 for as admissible, adjusted, if possible before the explicitly of ten days from the presentation of the bill, at any time depute a superdinate to measure up the said work in the presence of the contractor of 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 rubmitted monthly.

de Clause II.—The contractor shall submit all bills on the printed forms to be had on application at the other of the Engineer-in charge. The charges to be made in the bills shall always be entered at the rates specified another tander 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 the entered for such work.

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Bills to be on pri-

in Clause: 12.- If the appelification of estimate of the work provides for ther use of any special description of materials to be supplied from the store of the P.W.D or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the oprices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor out not so as in any way to scould the meaning or effect of this atract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such ematerials and stores as may be required from time to time to be used by thimsfortthe purposes of the contract only and the value of the full quantity inbuther materials and stores so supplied shall be set off or deducted Rooptract, 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 by sold for the purpose. All ematerials supplied to the contractor shall remain the absolute property of Government; and shall on no account be removed from the site of the work, landeshall 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 comenletion or determination of the contract shall be refunded to the P.W.D. sure in the Engineer-in-charge so requires by a notice in writing there his chand, but the contract shall not be entitled to return advisor 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 aldrecanid but, remaining unused by him or for, any wastage in or damage to any -mehimanerials.

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budding 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 OFFICES

in that any materials or articles provided by him for the execution of the work hot in accordance with the contract, it shall be lawful for the Engineer-incharge 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 icso within a period to be specified and provide other proper & suitable inaterials or articles at his own proper by the Engineer-In-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation of at the rate of one percent. On the amount of the estimate for every day winot exceeding ten days, during which the failur eso 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 contracmaterials as described above may be accepted or made use of: it shall be rowithin his discretion to accept the same at such reduced rates as he may fix therefore.

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Conference

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 - Bis subordinate to visit the work shall have been given to the contractor, Wither himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders Figure 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.

notice 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 many 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 of his subordinate-in-charge of the work; and if any work shall be covered "hup" or placed beyond the reach of measurement without such notice having officen 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

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 work-"ling," 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 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 Sotherwise, by the Engineer-in-charge, the contractor snall 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, "br' from his security deposits or the proceeds of sale thereof, or of a suffi-"cient' portion thereof.

dose, and for binthree months afer:

"Clause 21.- The contractor shall supply at his own cost all material Mexcept such special material, if any, as may, in accordance with the scontract, be supplied from the P.W.D. Stores), plant, tools, appliances, im-Miplements, ladders, cordage, tackle, scaffolding and temporary work requisite for proper for the execution of the work, whether in the original, altered for 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 the requirements of the Engineer-in-charge as to any matters as to which RHOS

Contractor to ru-

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 bulgues 3 thereof and in addition the contractor shall not be entitled to recover

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

| Clause 27.—All sums payable by a contractor by way of compensation Clause 27.—All sums payable by a contractor by way of compensation or inderbeary, of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual deed at reasonable and whether any damage has for has not been compensated with bloss or, damage sustained, and whether any damage has for has not been compensation with sustained. ortiger bum

Supdig: Enginco

estification, of a firm shall be forthwith notified by the contractor to the constitution of Engineer-in-charge for his information. pe connect, to a remark of state of months in his his his his particular to ment the months a gential of the months and the months as gential of the months and the months are perfectly as the months are presented in the months

Clause 29.—All works to be executed under the contract shall be exeaccited spinder the direction and subject to the approval in all respects of Superintending Engineer of the circle for the time being, who shall be entit that in the circle for the time being to the circle for the time being to the circle for the time being the circle for the circle for the time being the circle for the circle for the time being the circle for the Works to be unloledatoldirect at what point or points and in what manner, they are to be comm-2000') where Declaion of

cheedyand from time to time carried on.

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noise and holdered to the carried on 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 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 to the drawings, and instructions hereinbefore mentioned and as to the quality of the work or as to any other question.

claim, right, matter, or thing whatsoever in any way arising out of, or relating of the contributed design, drawings, specifications, estimates, instructions, orders a paragraph of these conditions or otherwise concerning the works, or the execution dors. failire to execute the same, whether arising, during the progress of the work. or lafter the completion or abandonment thereof.

estardlauser 31.—The contractor, shall obtain from the P.W.D. stores all stores remaining the and articles of European or American manufacture which may be required obtained of a from Government. for the work, hor any part thereof or in making up any articles required torsthe work, for any part thereof or in making up any articles required therefor notain connection therewith, unless he has obtained permission in about some witting from the Engineer-in-charge to obtain such stores and articles, else-mission in the walkers. 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 nand if they are not entered in the said schedule, they shall be debited. oto himeaticost price which for the purpose of the contract shall include ... ithe cost of carriage and all other expenses whatsoever, which shall have been in rincurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to a Lump much in respect of the items of work involved or the part or the work in the state of love. question at, the same rates as are payable under this contract for such items, and the part of the work in question is not in the opinion of the Engineer and begin 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 pay the jump sum amount entered in the countait, and the entered in the configuration with regard to any sum payable to him under the provisions of this clause.

boviolinod inn the allowed in em: 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 naccordance with the Divisional specification, and in the event of there being o to Divisional specification, than in such case the work shall be carried out vin rall respects in accordance with the instructions and requirements of the a fee

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Clause 45 .- If any materials, such as stones metal, bajri, saud etc. are required to be convoyed 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 ranway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no plaim shall be preferable against Government.

concessionary frelghi charges form 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 ecceptance of ted ders when tendered raict 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 Assetably is a partner in the contract

Partnership M 1.A'S 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

Payment of Sale 1.世纪

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

Interest or share Governmen versal in the

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

When the sanctioning authority for the tender is:-

Executive Engineer

One month.

Superintending Engineer

Two months.

Three months.

Chief Engineer 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 after 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 is ued in lais confidention.

Divisional Mecountant.

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 inc.

Contractor.

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Exocutive Engineer, Division -

#### SCHEDULE B.

## Memorandum Showing Items of Work To be Carried out

Control of the contro	Quantities		T	enders	rates		Total	
No.	Quantities estimated but may be more or less	Item of work	In figures		In words	- Unit:	amount according to estimated quantities	
			Rs.	Ps.			ti	
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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 contracter 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 Cofficactor)

DISTRICT OFFICER

FRECHIVE EngineerRS

(Signature of——)

Assistant Engineer

Note-To be continued on additional sheets if found necessary

tornom controlloises nde UK NO. 878 SGP (Khp.) D. No. 105-11-94-50,000 L.P. of 8 is. cach. PW.D. 287

(P. W. D.) No. 1038 of 6-4-35 and M. Depti. No. 383-P/37 of 9-11-37 (P. W. D.) No. 8-173, 2-39 of 22-2-30. 12-10-44 and 2-5-44 6-4-39 of 22-2-39 12-10-44, and 2-5-44, 05-W 1038/11-1 of 28-3-49, 4/47-W 2 of 12-12-50. Land

FORM BAL

PUBLIC WORKS DEPARTMENT

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Percentago 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. ्रें का एक स्थान कर के लिए का विश्व

Nich 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 energing out the work; also the amount of carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the succossful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, 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 it 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 outfier there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-ofattorney authorizing him to do so.
- 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 furn by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
- 4. Any person wno submits a tender shall fill up the usual printed form stating at what percentage above or below the rates apscified in Schedule B' memorandum showing items of work to be carried out; he is willing to noder take the work. Only one rate of such percentage, on all the Estimated 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 no 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 soparate 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 decomposis mentional in the interest of the specifications and other decomposis mentions. ned in Rule I. In the event of a tender being rejected the Hivisional Officer shall authorize the Treasury Officer concerned to refund the amount of the rearnest money for deposited to the contractor making the tender, on his giving of a receipt for the returnof the money,

The Officer competent to dispose of the tenders shall have right of

EDUCATION WORKS CHOURS

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nidiw rous and in default thereof to forfeit and may to Govern-

Receipt No. duted from Government Treasury or sub-Treasury at meaning respect of the sum of Rs. 20 miles of the sum of Rs. 20 mil which is to be absolutely), forfeited to Government should be not deposited in accordance with Clause 1 (A) of the said conditions, otherwise the said such security deposite as aforesaid 1 or (b) the full value of which shall be intelliged, by the Government on account of the said security deposite as aforesaid 1 or (b) the full value of which shall be madelause 1 (B) of the conditions.

\*Amount to be specified in words and figures

Strike out (a) H-no ca h accurity deposit is to be taken.

"Strike out (b) if any cash securi-ty deposit is to be

\*\*Signature of coattactor petorosa braission of tender

\*\*\* Signatars .ol witness to contra-

Bignature of the officers by whom

Dated the

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be(Address)

office of the

en (e-Witnesses . \* \* \*)

((Occupation) odd er Carle

The above tender is hereby accepted by me on behalf of the Cayernor fished. 215036, The lact Heren Thus Month of the Cayernor of Sind. 215036 The lac Fifeen Thus 5, Til : -

TOWER Hyprised Assistant) EDUCATION WORKS

Dated the

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Cendition of Contract

ecurity 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. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and or upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the netification of the acceptance of his tender ) deposit with the Executive Ungineer in each or Govi: Securities endorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the amount of the carnest money deposited by aim with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the lime of making any payment to him for work done under the contracts to deduct such sum as well (With the carnest 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 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. Dercent 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 upfithe full amount of. 17. Dercent by deducting a sufficient sum from money payble 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 enioney payble by the contractor to Covernment under the cruis of me 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 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 each or with Covernment 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 pressly desired this in writing.

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Kalindra Market

(a). To rescind the contract (of which rescision notice in writen to the contractor, under the band of the Executive Engideer shall be conclusive evidence), and in that case the security deposit of the contractor shall stand forfeated, and be absolutely at the disposal of the Government; baroning

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 correctness of the Executive Bugineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, to all respects in the same manner sand at the same rates as if it had been carried out by the contractor under the torms 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 fagainst 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 in 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 faforesaid, the contractor shall not be cutitled 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

unibar. 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.

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halfeth 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 exercise. able, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions bereof and such powers shall mot constitute a warver of any future case of default in the event of any future case of default oby) the contractor for which under any clause or clauses bereaf he is declared oliable to pay compensation amounting to the whole of his security deposit candathe liability of the contractor for past and future compensation, shall be remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) for (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 Religionary tools, plant, materials and stores in or upon the works, or the saids thereof or belonging to the contractor, or precured by him and intended to becaused for the execution of the work or any part thereof, paying or callowing 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 viving notice in writing to the contract to the contract rates. native the Executive Engineer may, after giving notice in writing to the con-tractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises it within the premise it within the premise and the p a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Regineer may remove them at the contractor's expense or sale than by auction or private sale on account of the contractor and at his risk to all respects, and the certificate of amuont of the proceeds any expense of any such removal and the contractor.

Contractor rem \*ins liable tops compensation action not taken

Power to take possession of or require removal of or sell, cont-

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affilievate final payment only, and not as payments for work ctually done the completed, and shall not proclude the engineerin-charge form requiring the completed, and shall not proclude the engineerin-charge form requiring the work to be removed or taken away and re-differently of the dumperformance of the contract of any part thereof the thy respect or the accrunity of the claim; nor shall it conclude, determine or effect in any other way the process of the Engineerin-charge as to the final settlement and adjustment of the accounts or otherwise, or in my way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date then for the measurements and of the lotal amount buy able for the work otherwise certificate of the measurements and of the lotal amount buy able for the works shall be final and binding on all parties, and plantics.

Asign the section of the discontinuous and to late. Asign to late. Asign to continuous.

The rates for several items of works estimated to cost more light Rs. 1.000 agreed to within, shall be valid only when the item concarned to decepted as having been completed full in accordance with the sanctioned specifications. In class, where the items of work are not accepted parts completed the Highreet-In-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of liftal 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 Enginee-inchate.

Chase 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 capso to be taken the requisite measurements for the pulpose of having the same verified and the claim, as for as admissable, adjusted, if possible before the explicitly 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 of his authorised agent, whose countersignature to the measurement has will be sufficient warrant and the Engineer-in-charge may prepare a bill from such world which shall be binding on the contractor in all respects.

Bill to be submitted asouthly,

of single in The contractor shall submit all bills on the printed forms to plant 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 mathe tander or in the case of any extra work ordered in pursuance of these reconditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on pri-

naihioon

to Clause 12,-If the specification of estimate of the work provides for the ruse of any special description of materials to be supplied from the store of the P.W.D or it it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the spheel to be charged therefore as hereinafter mentioned being so far as practreable 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 ematerials and stores as may be required from time to time to be used by Ihim for the purposes of the contract only and the value of the full quantity robither materials and stores so supplied shall be set off or deducted Joontracts or otherwise, or from the security deposits, or the preceeds of sale thereaft if the security deposits in held in Government securities, the same or ematerialist and shall, on no second by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of comenleting of determination of the contract shall be refunded to the P.W.D. istante Unite. Engineer-in-charge so requires by a motice in writing their his chand that the consent of the Engineer-in charge and the shill have no olathin for compensation on account of any such material supplied to him as all dieespid but, remaining unused by him or for, any whatage in or damage to any wchimaterials.

Store supplied by Consumport

busing 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 fegards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and inkialled by the parties, the said specification being a part of the contract. The contractor shall also

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that any materials or articles provided by aim 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-incharge 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 use, 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 part of the rate of one percent. On the amount of the estimate for every day of not exceeding ten days, during which the failuresse continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and research 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 contraction. 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 offer 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 contract-or 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, within the present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders regiven 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.

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Works to be op-

Contractor or responsible agent to be present.

"The contractor shall give not less than five days notice in subtricting 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 for his subordinate-in-charge of the work; and if any work shall be covered in property 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

Contractor Mable for damage does, and fee buperfections for three months after

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 workling, 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. For from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor to supply plant, indees confieldings, etc.

except such special material, if any, as may, in accordance with the scontract, 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 for substituted form, and whether included in the specifications, or other occuments, 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

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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 a a slanse 3, thereof and in addition the contractor shall not be entitled to recover sulfanse 3, thereon and in according the contract.

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esoil lawe, 28.—In the case of a tender by partners any change in the microsolution of a constitution, of a firm shall be forthwith notified by the contractor to the firm shall be forthwith notified by the contractor to the firm so be notified. Residently, and the firm to be notified. Engineer-in-charge, for his information. The ment obsiditive a gaineado no

Clause 29.—All works to be executed under the contract shall be executed under the contract shall be executed under the contract shall be executed under the superior of the direction and subject to the approval invall respects of superintending the contract shall be entited to the superintending the superintendi encedyand from time to time carried on.

noife day 30 hour except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then

Decision of Supdig: Engince to be final,

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 of the relations, designs of the specifications, designs of the work of as to the quality of the work of as to any other question, and workmanship, or materials used on the work or as to any other question, the specific parties of the spec

claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders a new probability or these conditions or otherwise concerning the works, or the execution plants are respectively. failire to execute the same, whether arising, during the progress of the work,

or lafter the completion or abandonment thereof.

Slore of European of American manufacture, which was be required obtained a store of European of American manufacture, which was be required. 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 and sold read therefor nor in connection therewith, unless he has obtained permission in and really will really writing from the Engineer-in-charge to obtain such stores and articles else-wise 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 withe cost of carriage and all other expenses whatsoever, which shall have been in tincurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to a Lump payment in respect of the items of work involved or the part or the work including to the part or the work including to the part of the work in the same state. question at the same rates as are payable under this contract for such items, [105 23] beyone of the part of the work in question is not in the opinion of the Engineer of the 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 but under the provisions of this clause.

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specification as is mentioned in Rule I such work shall be carried out in naccordance with the Divisional specification, and in the event of there being o to Divisional specification, than in such case the work shall be carried out vin rall respects in accordance with the instructions and requirements of the Engineer-in-charge.

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> EDUCATION WORKS CHOTEL

Contractor

Clause 45.—If any materials, such as stones metal, bajii, 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 ranway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government,

Contillente for lghi charges form

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 acceptance of ten-ders 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 M L.A'S bidden. for

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

Payment of Sale

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

Interest or share Government Work

Clause-51.-The contractor will not be allowed to withdraw his and ask for the return of ernest 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 carnest money shall be forlieted.

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 bested in this confection.

Assistant Account Officer Edidikis Worka | Wash Dantant.

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

Contractor.

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### SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	· ·	T	enders	ra(cs		173 - 4 - 5	
		item of work		In figures		In words	Unit	Total amount according to estimated quantities
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100	T. Company					eto sur su de challengen	Telephone St. Waller School and a good	
- A			-		1	-	and the same of th	

Note 1-All work shall be carried out as per Public works Departments-Held-book and stocker 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 contracter under his signature

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

Signature of Contractor)

Executive Engineer LER (Signature of CARS) Administrate Engineer

Note-To be continued on additional sheets if found necessary

dated 9.6. 2011 Re. 7501 SGP (Khp.) D. No. 105-11-94-59,000 L.F. of 3 is each. PW.D. 287 6. R. P. W. D. Noz. 7938 of 6-4-35

56-1, 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 22-2-30, PUBLIC WORKS DEPARTMENT

12-10-44 and 2-5-44 6-4-W of 22-2-39

12-10-44, and 2-5-44, 05-W 1038/11-1 of 22-2-39

28-3-49, 1/47-W 2 of 12-12-50.

DIVISION inpgelson of P.S into M.S 2005-06 Pop @ (Ext: Developed) DIVISION Percentago 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. Adbing to parameter in the Album 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, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, 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 it 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 there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-
- 14 . 3. Receipts for gaverning made on account of any work, when executed by a firm, shall also be signed by all the passners, except where the contractors are described in these varior as a firm, in which case the receipt shall be signed in the name of the fum by one of the paptners, or by some other persons having authority to give effectivel receipts for the firm.
- 4. Any person wno submits a tender shall fill up the usual printed form stating at what percentage show or below the rates apscilled 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 Rationaled rates thall 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 princed 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 speak to add to be the contractor of the work to which they refer written entside the envelope.
- 5. The Executive Engineer or his daty authorized Assistant shall open tenders in the presence of contractors who have abhasitted 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 to a suitable form. In the specification, sign copies of the specifications and other decoments mentions and other decoments mentions. ned in Rule 1. In the event of a leader being rejected the Bivisional Officer shall authorize the Treasury Officer concerned to refund the amount of the carnest money for deposited to the contractor making the teader, on his giving My receipt for the feturnof the money,

where 6. The Officer competent to dispose of the conders shall leave perciceting all or any of the tenders.

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Receipt No. dated from Government Treasury or sub-Treasury at meaning the carnest mency [(a) the full value of which is to be absolutely, forfeited to Government should we not deposit the full amount of security deposit appointment.

the full amount of security depoin specified to 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 deposite as aforesaid for (b) the full value of which shall be retained by the Government on account of the security deposit specified. relained by the Government on account of the security deposit specified

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"Signature of contractor before; u-bmiszloo of tender

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if any eash roough
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all in the ... The above tender is hereby accepted by me on behalf of the Covernor of Sind. R: 624,197 2:x let Trusty Fow thick one H. Covernor Executive Engineer

Law Division / 1818 and the continuent Assistant EDUCATION WORKS (4 新江京)

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Condition of Contract

esticity deposits,

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

the contractor) shall (A) [ (within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and ocon, upto a limit of ten days, for a contract of Rs. 16,000 or more of the receipt by him of the notification of the acceptance of his tender ) deposit with the Executive Ungineer in eash or Govi: Securities endorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the amount of the carnest money deposited by him with his render to make up the full security deposit specified in the tender), or (B) (perialt Government at the lime of making any payment to him for work done under the contracts to deduct such sum as well (With the carnest money deposited by him, ) amount more percent of all moneys so payable; such deduction to be held by of the contract or denositing a Lumn sum by way of security deposit as 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, there and in such case, if the sum so deposited shall not amount to 2.3.

Off 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 every, such payment as last aforesaid. All conspensation other issues of contract may be deducted from, or paid by the sale of a sufficient part of 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 is due or may be once due to the contractor and in the event of his security deposit being to the contractor under uced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or mile within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may into been deducted from, or raised by sale of his security deposit or any deposit referred to, when paid in cash, may, at the cost of the depositor, because bearing securities. converted, into interest-hearing scennifics provided that the depositor has ex-

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DISTRICTORFICER EDUCATION WORKS GHOVEL

(a), To rescind the contract (of which rescision notice in writen to the co. stator, under the band of the Executive Engideer shall be conclusive evidence.), and in that case the security deposit of the contra7tor shall stand forfeated, and be absolutely at the disposal of the Government become

avisue (b), To employ iabour 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 lahour and the price of the materials (as to the correctness of which cost and price the correctness of the Executive Bugineer shall be final and conclusive against the contractor) and crediting thim with the value of the work done, to all respects in the same manner and at the same rates as if it had been carried out by the contractor under the torms 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 fagainst 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 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 lift 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 Executiva 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 faforesaid, 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 to certified.

unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of say unsatisfactory is in accordance with the conditions mentioned in action when the 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.

to unsatisfactory.

About Clause 5.—In any case in which say of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercise. able, 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 inotwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared diable to pay compensation amounting to the whole of his security deposit capitather liability of the contractor for past and future compensation, shall be to the contractor of the Executive Engineer taking action under sub-clause (a) for (c) of clause 3, he may, if he so desires, take possession of allion any tools, plant, materials and stores in or upon the works, or the Power to take Recentive Registers whose certificate thereof shall be final. In the large terms whose certificate thereof shall be final. In the large terms of second of the certificate thereof shall be final. In the large terms of second of second of the certificate thereof shall be final. In the large terms of second of second of the certificate thereof shall be final. In the large terms of second of second of the certificate thereof shall be final. In the large terms of the certificate thereof shall be final. the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the conhim to remove such tools, plant, materials, or stores from the previses within the specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove account of the contractor's expense or safe than by auction or private safe on account of the contractor and at his risk to all respects and any remove account of the contractor and at his risk to all respects. official seasons the contractor and at his risk to all respects, and the certificate of the proceeds any expense of and such sais shall be final single of the contractor.

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faither their final payment anly, and not as payments for work chally done the temperate charge from traditions thy work anisound, imperfect or displicitly work to be removed or taken away and be distincted, or re-created not shall not such payment be considered and ladding significant of the dusperformance of the configuration and the result of the fact o final settlement and adjustment of the accounts or otherwise, or in any way Wary or effect the contract. Tre fingle lill shall be submitted by the contractor within one month of the date trace for the completion of the work otherwise Engineer-lis-charge's certificate or the mersurements and of the total apprount payables for the works shall be final and binding op all parties. Yar malayer yi

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Je Chipse 9.—The rates for several items of works estimated to cost more light Kill. 1.000 agreed to within, shall be valid only when the item concerned precepted as having been completed tull in accordance with the sunctioned the circle thousand when the sunctioned the circle the Eligineer-in-charge may make payment on account of such items of work are not account of such items at the circle the entry consider reasonable in the preparation of ithat or on account bills.

Payment at todoced rates on sec-ount of item of work not secepted #s completed to be at the direction of the Engineerinchatun.

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 gauss to be taken the requisite measurements for the outpose of having the same explicitly 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 of his authorised agent, whose countersignature to the measurement list, will be sufficient warrant and the Engineer-in-charge may prepare a bill from such be sufficient warrant and the Engineer-in-charge may prepare a bill from such that which shall be binding on the contractor in all respects.

Bill to be sob-mitted wouthly,

and some significant of the contractor shall submit all bills on the printed forms to be a part of a population at the office of the Engineer-in charge. The contractor shall always be entered at the rates specified sharges, to be made in the bills shall always be entered at the rates specified in the tander 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 herquefler provided for such work.

Bills to be on pri-

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to Clause: 12 .- If the apecification of estimate of the work provides for ther use of any special diescription 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 sherprovided by the Engineer-in-charge (such material and stores, and the quices to the charged therefore as hereinafter mentioned being so far as pracdicabin for the convenience of the contractor but not so as in any way to techtral the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such imaterials and stores as may be required from time to time to be used by thimsfort the purposes of the contract only and the value of the full quantity robilther materials and stores so supplied shall be set off or deducted . loontracts or otherwise, or from the security deposits, or the praceeds of sale thereof, if the security deposits is held in Government securities, the same or takefullicient portion thereof shall in that case be sold for the purpose. All the third same shall be contracted shall remain the absolute property of the contracted 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 comsuch materials unused and in periodity good continuous in the cipe of comenleting of of the contract shall be refunded to the P.W.D.
shall halfe. Engineer-in-charge so requires by a notice in writing the result that the contract shall not be entitled to rettlin any such materials
except with the consent of the Engineer in charge and the shall have no claim for compensation on account of any such material surplied to lim as afforced. espid but remaining unused by him or for, any wastage in or damage to any suchimaterials. bunogan at

no 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 initially by the parties, the said specification being a part of the centract. The contractor shall also

outed in apportu-nce with specifica-tions, drawings Cont

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in that any materials or articles provided by him for the execution of the work hare, unsound, or, of a quality infector to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-incharge to intimate this fact in writing to the contractor and then not with standing the act 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 iso within a period to be specified and provide other proper & suitable inaterials or articles at his own proper by the Engineer-in-charge in the payriting intimation aforesaid, the contractor shall be liable to pay compensation of the rate of one percent. On the amount of the estimate for every day binot exceeding ten days, during which the failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and reexecute 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 contracstor ... Should the Engineer-to-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be Towithin his discretion to accept the same at such reduced rates as he may flz 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 Osupervision 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, Heither himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders rgiven 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 op-

Contractor of esponsible agent to be proposed,

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 of his subordinate-in-charge of the work; and if any work shall be covered in property or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contracfor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed

Clause 20 .- If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be workdeface, injure, or destroy any part of a building in which they may be work.

Tag, 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 freching 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 and Totherwise, by the Engineer-in-charge, the contractor snall 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. obr from his security deposits or the proceeds of sale thereof, or of a suffi-Cient portion thereof.

Contractor Mab-

Rescept such special material, if any, as may, in accordance with the Recontract, 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 of other documonts, 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 Catters as

pply plant, leddors colfoldings, etc.

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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 a believe 3, thereof and in addition the contractor shall not be entitled to recover be paid for, any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation sum payable by considered as a reasonable compensation way of consensation to be applied to the use of Government without reference to the actual decembers of decembers of the actual decembers of the act

solidays of a firm shall be forthwith notified by the contractor to the constitution of Engineer-in-charge for his information. Engineer-in-charge for his information. The most charge a goinistic no

Clause 29.—All works to be executed under the contract shall be exeder direction and subject to the approval invall respects of Superintending
Little Superintending Engineer of the circle for the time being, who shall be centil-contract to be communicated to be communicated. inledatordirect at what point or points and in what manner, they are, to be comm-19600') . A comm 

Works to be unmeatigne feet

Decision of Supdig: Engines to be final,

noire danse 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 destions relating to the meaning of the specifications, designs workmanship, or materials used on the work or as to any other question, workmansing, or materials used on the work of 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 a managing of or these conditions or otherwise concerning the works, or the execution plotted are switched to save whether pricing during the appropriate shall work.

failure to execute the same, whether arising, during the progress of the work, or lafter the completion or abandonment thereof.

or safter the completion or abandonment thereof.

ozad odt ni no band the contractor, shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required.

Covernment.

andiarticles of European of American manufacture which may be required Government for the work, for any part thereof or in making up any articles required thereof therefor total connection therewith, unless he has obtained permission in about someon, writing from the Engineer-in-charge to obtain such stores and articles else-with the might where: 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. eto himpaticost price which for the purpose of the contract shall include ifthe cost of carriage and all other expenses whatsoever, which shall have been ... vincurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to a Long tone in payment in respect of the items of work involved or the part or the work in months and of the items of work involved or the part or the work in months and or if the part of the work in question is not in the opinion of the Engineer of the manufactor in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificates 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.

boviolfa od inn Peter and ap-210 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 naccordance with the Divisional specification, and in the event of there being oto Divisional specification, than in such case the work shall be carried out

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DISTRICTOFFICER

Contractor

## SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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No.			In fig	ures	In words	Unit .		
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A CONTRACTOR OF THE PROPERTY O					erekisin dalayera manana inggalamaniki ya sa siyayera manana di nagang mg	The second discountry projects of the program of the second secon		

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

Note 2—All the columns in the Schedule should be folled in, in ink and the total of the entries in the last column should be struck by the contracter under his signature at its close) in all respects and hold good work under all conditions. Site moisture,

Signature Moderntractor)

Executive Engined CER (Signature Works) Charles Engineer

Note-To be continued on additional sheets if found necessary

PW.D. 287

56-1 of 8-6-36. 1956-W of 27-9-37, G.C.M.P. and M. Dopti. No. 383-P/37 of 2-12-37 (P.W.D.) No. 8-173, 2-W of 22-2-30, 12-10-44 and 2-5-44 6-4-W of 22-2-39 12-10-44, and 2-5-44, 05-W 1038/11-1 of 28-3-49, 4/2-W 2 of 12-12-50.

FORM B-1

.. PUBLIC WORKS DEPARTMEN

DIVISION

of wome: impgrades of P.S into M.S im RA ah 975 Allah wanyo Mahar (Elecoho).

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. Allow 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 enrying out the work; also the amount of carnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the succossful tenderers and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specificatons, designs and drawings and estimated

work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors it 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 ourtner there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person bolding a power-ofactorney 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 render as a firm, in which case the receipt shall be signed in the name of the fum by one of the partners, on by some other persons having authority to give effectual receipts for the firm.
- 4. Any person was 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 Estimated 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 princed 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 Reparate 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 Jacoments 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 contractor making the tender on his giving rearnest money for deposited to the contractor making the teader, on his giving a receipt for the returnor the money.

6. The Officer competent to dispose of the tenders shall have right of nence

METRY OF A CTONETY ATTENDED

number of money mentioned in the said conditions.

Receipt No.

sub-Treasury at

sub-Treasury at

ls herewith forwarded representing the earnest meney [(a) the full value of
which is to be absolutely, forfeited to Government should we not deposit
the full amount of security deposit specified to the above memorandum,
in accordance with Clause 1 (A) of the said conditions, otherwise the said
such security deposite as aforesaid ] or. (b) the full value of which shall be such security deposite as aforesaid ] or (b) the full value of which shall be retained, by the Govenrament on account of the security deposit specified miclause 1 (B) of the conditions ]. \*\*

Amount to be specified in words end figures

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"Strike out (b)
if any cash security deposit is to be LERCOL

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(Address) जार के दिल्ला का किस्ता c((Occupation)).

ordered therein

m ( Witnesses \*\*\*) accommendation of

The above tender is hereby accepted by the on of Sind. 1.09185/2019 mayred and the tring the property

"Signature of the officers by

Dated the

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· 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. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and co2on, 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 denosited for more then 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 lime 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 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 a cresaid. All compensation other issums of money payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sule of a sufficient part of his security deposit, or from the interest arising therefrom, or from any become which is due or may be one due to the contractor under is due or may be ome due to the contractor under and in the every of his security deposit being redthis contract ucedaby reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make sopel in each or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security a posit 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

(a) To rescind the contract (of which rescision notice in writen to the contractor, under the band of the Executive Engideer shall be conclusive evionce.) and in that case the sccurity deposit of the contra7tor shall stand for eated, and be absolutely at the disposal of the Government: Description

supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the lahour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive spains the contractor) and crediting Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, to all respects in the same manner sand out 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

(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 to excess of the sum which would have been paid to the original contractor iff 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

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 faforesaid, 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 to certified. aniban

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 position

Executive Engineer by the clause 3 and 4 thereof shall have become exercise able, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions bereof and such powers shall knotwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared oliable to pay compensation amounting to the whole of his security deposit candather 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 laste thereof or belonging to the contractor, or procured by him and intended sto becaused 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 afternative the Executive Engineer may, after giving notice in writing to the con- of or sell, con of the works, foreman or other authorized agent require siting to remove such tools, plant, materials, or stores from the premises within the contractor of th da 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 recover account of the contractor and at his risk it all respects, and the contractor and at his risk it all respects.

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out of the proceeds cx mse of and such sale shall be final and column against the contractor EDUCATION WORKS

feather their final payment only and not as payments for work county done and be don't ructed, or re-created not shall any such payment be considered Ren'sdinission of the duniperformance of the contract of any nart there or effect in any other way the propert of the Engineer-in-charge as to the final settlement and adjustment of the accounts of otherwise, or in any way warya or reflect the contract. Tre final Bill shall be submitted by the contractor within one month of the date tixed 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,

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Ja Clause 9.—Ine 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 accepted as having been completed full in accordance with the sanctioned specifications. In cases where the items of work are not account of such items completed the Highlest-in-charge may make payment on account of such items at the reduced rates as he may consider reasonable in the preparation of completed the Higheer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of

Payment at redneed takes on necount of item of work not accopied as completed to be at the direction of the Enginee-incharge.

of Chase 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 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 expirited and the claim, as for as admissible, adjusted, if possible before the expirit 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 his authorised agent, whose countersignature to the measurement list will be still the binding on the contractor in all respects.

Bill to be mitted monthly.

oil story side. The contractor shall submit all bills on the printed forms to Clayse II. The contractor shall submit all bills on the printed forms to Clayse II. The contractor at the office of the Engineer-in charge. The tongen had on application at the other of the Engineer- in charge. The charges to be made in the bills shall always be entered at the rates specified in the tonder 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

Bills to be on pri-nted forms.

to Clause 12,-11, the appelification of estimate of the work provides for ther use of any special rescription of materials to be supplied from the store of the P.W.D or it is required that the contractor shull use certain stores to her provided by the Engineer-in-charge (such material and stores, and the optical to be charged therefore as pereinaffer mentioned being so far as practicable for the convenience of the contractor but not so as in any way to technal the meaning or effect of this contract specified in the schedule or memorandum herato superced) the contractor shall be supplied with such 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 himsforthe purposes of the contract only and the value of the full quantity robd their materials and stores so supplied shall be set off or deducted contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the sause or ta sinfficient portion thereof shall in that case be sold for the purpose Alientals subplied to the contractor shall remain the absolute property of emathridas supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the sire 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 comenletion of other contract shall be refunded to the PWD store in the contract shall be refunded to the PWD store in the Engineer-in-charge so requires by a notice in writing there hand that the contract shall not be entitled to return any such materials except with the consent of the Engineer-in charge and he shall have no otaling for compensation on account of any such material supplied to him as afore, esaid but remaining, unused by him or for, any wastage in or damage to any suchlimaterials. ha**dos**na dile

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Standard (September 1984) Standard (September 1984) Standard (September 1984) Standard (September 1984)

work in the rost 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 cification being a part of the contract. The contractor shall been

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that any materials or articles provided by him for the execution of the work hats, 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-incharge about o 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 materials or articles at his own proper by the Engineer-in-charge in the event of the proper & suitable provide intimation aforesaid, the contractor shall be liable to pay compensation olat, the rate of one percent. On the amount of the estimate for Girnot exceeding ten days, during which the failur eso continues, and in the case every day of any such failure the Engineer-in-charge may rectify or remove, and reexecute 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 contrac-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 bo rowithin his discretion to accept the same at such reduced rates as he may fix therefore. unibration to

Clause 18.—All works under or in course of execution executed in Works to be uppursuance 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 at which reasonable nouce of the internation been given to the contractor, responsible ages this subordinate to visit the work shall have been given to the contractor, responsible ages to be present. Heither himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders begiven 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.

no: 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 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, and shall not cover up or place beyond the reach of measurement. rement any work without the consent in writing of the Engineer in charge of his subordinate-in-charge of the work; and if any work shall be covered bup 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

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 workdelace, injure, or desiroy any part of a building in which they may be work- to for damage continuous to the premises on which the workcontinuous to the premises on which the work or any part thereof is being from any cause whatever or if any imperfections become apparent in its within three months of the grant of a certificate of completion, final or Otherwise, by the Engineer-in-charge, the contractor snall 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 Er gineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, for from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

three months after

Clause 21.-The contractor shall supply at his own cost all material Except such special material, f any, as may, in accordance with the contract, be supplied from the .W.D. Stores), plant, tools, appliances inscontract, be supplied from the P.W.D. Stores), plant, tools, appliances, ingle plements, ladders, cordage, tacket, scaffolding and temporary work requisite the work, whether in the original, altered necessary for the conditions of other documnand which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer as to say matter as the which the requirements of the Engineer in-charge as to any matters as o which

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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 ... resignse 3, thereof and in addition the contractor shall not be entitled to recover paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation Sum payable by a minder bany, of these conditions shall be considered as a reasonable compensation be considered as a reasonable compensation be considered as a reasonable compensation with the structure of development without reference to the actual development with the structure of the actual development and the structure of the actual development with the structure of the s loss or damage sustained, and whether any damage has for has not been production sustained with sustained. The sustained are the sustained of sust

sold laure, 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 constitution of the contractor to the contract

Clause 29.—All works to be executed under the contract shall be exeaccuteds under the direction and subject to the approval invall respects of Superintending bether Superintending Engineer of the circle for the time being, who shall be entil-Inledatordirect at what point or points and in what manner, they are to be commercially encedyand from time to time carried on the control of the control

Decision of Supdig: Enginee

noir Clause 30 me xcept 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 of the specifications, designs to the meaning of the specifications, designs to the drawings, and instructions hereinbefore mentioned and as to the quality of the 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 a negrotal state of these conditions or otherwise concerning the works, or the execution, orders a serious or these conditions or otherwise concerning the works, or the execution, orders as a serious or the execution, or the execution of the execu failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof. in passing (b) if the lot towed and indicate our standard or an indicate our standard or standard

Clipace 19, 146 capps and articles of European Co. American from the P.W.D. stores all stores periamble of the property of the prope and articles of European or American manufacture which may be required. -for the work, tor any part thereof or in making up any articles required therefor nothin connection therewith, unless he has obtained permission in an interest and articles else-with the connection of an articles and articles else-with the connection of an articles and articles are an articles and articles are also articles and articles are also articles and articles are also are also articles and articles are also where: 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. eto himeaticost price which for the purpose of the contract shall include ithe cost of carriage and all other expenses whatsoever, which shall have been in the cost of carriage and all other expenses whatsoever, which shall have been in the cost of carriage and all other expenses whatsoever, which shall have been in the cost of carriage and all other expenses whatsoever, which shall have been in the cost of carriage and all other expenses whatsoever, which shall have been in the cost of carriage and all other expenses whatsoever, which shall have been in the cost of carriage and all other expenses whatsoever, which shall have been in the cost of carriage. rincurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to the Lump sums in payment in respect of the items of work involved or the part or the work in the stimuster. question at the same rates as are payable under this contract for such items, but all bayes or if the part of the work in question is not in the opinion of the Engineer-to-buriamove 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 n-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

boviolfa od not leave allowed specification as is menticised in Rule I such work shall be carried out in saccordance with the Divisional specification, and in the event of there being o to Divisional specification than in such case the work shall be carried out vin tall respects (in accordance with the instructions and requirements of the

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EDUCATION WORKS

Clause 45.- If any materials, such as stones metal, bajii, 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 impany, in case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no glaim shall be preferable against Government.

Contlificate concessionath tesight charges form 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 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 Rirears 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 Assetubly is a partner in the contract

Partnership of M LA'S 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

Payment of Saig

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

loterest or share Government cryant in the Work

Clause-51.-The contractor will not be allowed to withdraw his and ask for the return of ernest 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 carnest money shall be forfieted.

When the sanctioning authority for the tender is:-

Executive Engineer

One month.

Superintending Engineer

Two months.

Chief Engineer

Three months.

Government

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

Divisiount Accountant. vernment e Hope. Circular 1959, wherein the respons placed on me,

Certified that I have noted the content of C Memorandum No. 1006-1 dated 21st Follows sibility of getting the tender checked outsing mes

> EDE George Employers ODIVISION L

Contractor

### SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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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 contracter under his signature. Note 3—Rates quoted include clearance of site (prior to commencement of Work and at its close) in all respects and holdgood work under all conditions. Site moisture,

Signature of Gestración

C Tyesistan Engineer

Note-To be continued on additional sheets if found necessary

1850 to M/S Abu Bouca Eleat. Wide PR: No. 876 SGP (Kip.) D. No. 105-11-94-50,000 J. J. of 3/5, coli. PW.D. 287 66-1 of 8-6-36, 1950-W of 27-2 37, 1975-37, and 34, Denti, No. 3834/37 of 2-1-37 (P.W. D.) No. 8-1/3, 2-9 and 2-2-38, (P.W. D.) No. 8-1/3, 2-9 and 2-2-36, 12-10-44 and 2-2-34, as and 2-2 FORM. Byl. LUMING YORKS DEPARTMENT MM(L) CELCLE

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General Males and Directions for the Guidance of Contractors of

form of invitation to tender posted on a board man, no in the office of the entire Engineer and signed by the Executive Engineer and signed by the Executive Engineer and signed by the Executive Engineer. Kathanis no ser constitui whose This form will state the scort to be counted out, as well as the date for submitting and opening denders, and the time allewed for carrying out the work; also the amount of carnest money to be deposited with the lender, 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, royalities, octroi duce and ground rents will be granted. Copies of the specificatous, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Exacutive Engineer for the purpose of identification, and shall also be open for impostion by contractors it the office of the Executive Engineer during effice moura

- 2. In the event of the teneer point submitted by a firm, it must be signed separately by each ourtain there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person belding a power-of-Sattorney authorizing bim to do so.
- . 3. Receipts for pavietnes and a no account of any work, when executed by a firm, shall also be signed by all the nartners, except where the contesttors are described in their sender as a firm, in which case the receipt shall be signed in the name of the firm by one of the paperers, or by some other persons having authority to give effectual receipts for the firm.
- 4. Any person who supretts a tender apail fill up the usual printed form stating at what percentage above or below the roles apported in Schedule 'B' memorandum showing items of work to be excited out; he is willing to under take the work. Only one rate of such percentage, on all (II. Enhanted inter Schedicided rates that be framed. Tonders, which propose any alteration in the tooks specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain an other conditions, will be hable to rejection the princed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works may shall submit a work to which they telet written outside the cryptope.
- 5. The Executive Engineer or his duly authorised assistant shall open tenders in the presence of contractors who have inhantled tenders or their of the several tenders in a comparative statement in a seatable form. In the least of the first and in a seatable form. In the send in Rule i, In the ment of a tensor being rejected the resident months and in Rule i. In the ment of a tensor being rejected the revisional Officer shall authorize the Treasury Officer concerned to refind the amount of the seatable form the amount of the receipt of the returned to the contract money for deposited to the confidence and the amount of the receipt for the returned the transon receipt for the returned the many

White 6. The Officer competent to dispres Archeeting all or any of the tendent.

TO OFFICER EDUCATION WORKS

middle course and in default thereof to forfest and payi to Govern-

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\*7 Strike out (b) if any conference; by deposit is to be taken.

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Division his whole Tauthom OF Maistant)

Dated the

day of

1300

Caudition of Contract

scorny deposits.

Clause 1.—The Person whose tender may be accepted (herrinafter ended

the contractor) shall (A) I (within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and the receipt by him of the notification of the acceptance of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit Engineer (if denosited for more then twelve months) a sum sufficient with the Executive Engineer in eash or Govt: Securities endorsed to Executive amount of the carnest money denosited by him with his render to make up the fill security deposit specified in the tender, or (ii) (permit Government at the deduct such sum as well (With the carnest money deposited by him.) amount Government by way of security deposit; Provided always that in the event contemplated at (A) above, then and in such case, if the sum so deposite of the work it shall be lawful for Government at the time of making up the full amount to a last aforesaid. All congruents to make givery, such payment as last aforesaid. All congruents and sufficient sum from money payble by the contractor to Government under the contract to make givery, such payment as last aforesaid. All congruents on other saums of contract may be deducted from, or paid by the sale of a sufficient part of sums, which is due or may be one due to the contractor under uced by reason of any such deduction or sale as aforesaid by contractor under uced by reason of any such deduction or sale as aforesaid by contract and in the event of his accentity deposit, or from the interest arising therefrom, or from any this contract and in the event of his accentity deposit being red-within ten days thereafter, make good in each or the Government securities or raised by sale of his security deposit pay any thereof. The security, deposit referred to, when paid in cash, my, at the con of the depositor has pressely desired this in writing.

eluito

DISTRICT OFFICER
EDUCATION WORKS

(a). To rescind the contract (of which reser ion notice in writen to the synthetor, under the band of the Executive Engider shall be conclusive evidonce,), and in that case the security deposit of the contractor shall stand for said and be absolutely at the disposal of the Government, because

string (b). To employ inbour paid by the Public V, ask 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 lahour and the price of the materials (as to the correctness of which cost and price the catificate of the Brecutive Business 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 sand at the same rates as if it had been carried on by the contractor under the terms of his contract; and in that case the cartificate of the Excentive Engineer, as to the value of the work done shall be final and conclusive

(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 in the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the E centive 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 centive or otherwise or from him security describe or the proceeds of contract or otherwise or from him scentity deronit or the preceds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the lixecutive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his buring 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 received under the provision fasoresaid, the contractor shall not be entitled to receiver 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 is respect thereof, and he shall only be entitled to be paid the amount to certified.

unsatisfactory Executive Engineer shall, notwithstending 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 of the work in magnificactory.

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 exercise able, and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions her of and such powers shall tenotwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses bereof he is declared ellable to pay compensation amounting to the whole of his security deposit candatherliability of the contractor for past and future compensation, shall bremain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) for (c) of clause 3, he may, if he so essires, take possession of all optany tools, plant, materials and stores is or upon the works, or the raite thereof or belonging to the contractor, or proceed by him and intended stoy becaused for the execution of the work or any part thereof, paying or willowing; for the execution account at the postures sites, or in the case of sontract not being applicable, at current market sites, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alterthe Executive Engineer whose certificate thereof sits, be final. In the alternative the Executive Engineer may, after giving notes in writing to the contractor, or, his clerk of the works, foreman or other authorized agents require him, to remove such tools, plant, materials, or stores on the premiseal within to comply with any such notice, and in the event of the outractor failing to comply with any such requisition, the Executive Engineer may be requisition. Secount of the contractor's expense or sale than be active or private sale on a faith. Recentive Engineer as to the expense of a result of the certificate of the Executive Engineer as to the expense of a result of the certificate. amuont of the proceeds any expense of and such shall and the clusive against the contractor

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Contractor rececomponention | under clauses and 4.

Power to take postenion of er require receival of or self, cont-sector's picus.

againerstheifinal payment only, and not, at payments for work county dans after baptetade and shall not proclude the Engineer-in-charge from requiring the process of unstable and analysis of the considered and analysis of the considered and analysis of the payment be considered. The any respect of the duesperformance of the confluent of any part thereof the language of the conclude, determine or effect in any other way the improved of the Engineer-in-charge as to final settlement and adjustment of the accounts or otherwise, or in any way Wary borneffect the contract. (It e final Bill shall be submitted by the contractor Withith one month of the date tixen for the completion of the work otherwise Englicer-lit-charge's certificate of the measurements and of the lotal amount

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the contract of the second of a highly may The rates for several items of works estimated to cost more half reflections. I con agreed to within, shall be valid only when the item concerned it weeklied his having been completed full in accordance with the sanctioned specifications. In cases where the items of work are not accepted as also completed the Elighical-th-charge may make payment on account of such items of the preparation, of it such reduced rates as he may consider reasonable in the preparation, of an account bills.

phyabler for the works shall be final and binding on all parties,

Payment at red-uced rates on sec-oust of hem of work not secepted as completed to be the direction of the Enginee-inchatun.

of Chare 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 helified. In any previous bill had the linginger-in-charge shall take or gapso to be taken the requisite measurements for the outpose of having the same yerrited and the claim, as for as admissible, adjusted, if possible before the explitional of the bill, at any time depute a supporting to measure up the said work in the presence of the ophtractor of his authorised agent, whose countersignature to the measurement list, will be shill cent warrant and the Engineer-in-charge may prepare a bill from such which shall be binding on the contractor in all respects.

Bill to be mitted mentaly.

of star and the contractor shall submit all bills on the printed forms to Clause II. The contractor shall submit all bills on the printed forms to Clause had on application at the office of the Engineer-in charge. The charges to be made in the bills disall always be entered at the rates specified charges to be made in the bills shall always be entered at the rates specified with the pursuance of these populations, and not mentioned or provided for in the tender at the rates hereinaffer provided for such work. muib home

Ullis to be on pri-

to Clause: 12,-- If the appelification of estimate of the work provides for there of any appeal alloseription of funterials to be supplied from the sipre of the P.W.D or it it is required that the contractor shall use certain stores dopherprovided by the Engineer-in-charge (auch material and stores, and the phresh to be charged therefore as heremafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to memorandum hereto angezed) the contractor shall be supplied with such materials and stores as many be received from time to he used by anatorials and stores as may be required from time to time to be used by Thimfortthe purposes of the contract only and the value of the full qualifity in the rest of their materials and stores on sorots but at of or deducted nobitheirmaterials unused and in perfectly good condition at the time of comlandshall at all tames he open to assection by the standard-in-charge. Any such materials unused and in perfectly good condition at alle time of completing off determination of the contract shall be refunded to the P.W.D. attiff falls. Engineer-in-charge so requires by a notice it writing there has shall not the consent of the Engineer-in-charge unit to shall have no office compensation on account of any such material supplied to him as afforced to make the consent of the Engineer-in-charge unit to shall have no office. for compensation on account of any such material supplied to him as affordcenida but, remaining unused by him or for, any wastage in or damage to any -wehimsteriale,

liters supplied by Consumment

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bnookin die en in Cliuse 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 fegards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and mitiated by the parties, the said specification being a part of the contract. The contract of shall also

pulod in spectage not with specifica-tions, drawings

Charles Lains

DISTRICT OFFICE

in that any materials or acticles provided by item 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-incharge to intimate this fact in writing to the contractor and then not with standing the act, 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 acconstruct 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 particles at his own proper by the Engineer-In-charge in the enwriting intimation aforesaid, the centractor shall be liable to pay compensation of the rate of one percent. On the amount of the estimate for every day to not exceeding ten days, during which the failur cso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and research 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 contraction. 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

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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 contract-or 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, substituted himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, Orders siven 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 op-

Contractor or responsible agent to be proposed.

distribution of the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer 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, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer in charge of his subordinate-in-charge of the work; and if any work shall be covered up for placed beyond the reach of measurement without such notice having of 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 that were work, or for the materials with which the same was executed

Netled to be given before work is covered up.

Clause 20.—If the contenctor or his workmen, or servants shall break, deface, injure, or destroy any part of a building is which they may be workling, or any building, road, fence, enclosure of grass hand 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, light portion thereof.

Contraster Methis for damage
done, and for heaperfections for
three montes 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 requisitor proper for the execution of the work, whether in the original, altered for substituted form, and whether included in the specifications, or other documnents, 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 no any matters is which

Contractor to 24.
Pply plant, ladders realfoldings, etc.

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DISTRICT OFFICER

### SCHEDULE B.

### Memorandum Showing Items of Work To be Carried out

4	Quantities estimated		Τ,	enders	rates	The second secon	Total.
Item No.	but may be more or less	Item of work	In figi	ires	in words	Unit	amount according to estimated quantities
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8	,				T. Transcriptor		

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 contracter 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,

Signatur formitractor)

EDISTRUCTE CHARGICES

EDISTRUCTOR STORKS

A 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.



- Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
- 3. Tender Description/Name of work: <u>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.</u>
- 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 Kalhoro	624197/-	1 sc	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	71
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

		WORKS, SERVICES & GOODS
1)	NAME OF	F THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
2)	PROVINC	CIAL / LOCAL GOVT. / OTHER: Provincial
3)	TITLE OF	THE CONTRACT: Construction of School Building
4)	TENDER	NUMBER: 01 No:
5)		ESCRIPTION OF CONTRACT: <u>Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP</u> 4/1245 @ GPS Darya Khan Mangsi (External Development) Taluka Ghotki.
6)	FORUM T	THAT APPROVED THE SCHEME: P.D.W.P
7)	TENDER	ESTIMATED VALUE: Rs: 400000/-
8)		er's estimate: Rs: 631400/- works only)
9)	ESTIMAT	TED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
10)	TENDER	OPENED ON (DATE & TIME): <u>09-06-2011@</u> 2:00 P.M
11)	NUMBER	OF TENDER DOCUMENTS SOLED: 03 Nos:
12)	NUMER C	OF BIDS REVEIVED: <u>03 Nos:</u>
13)	NUMBER	OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
14)	BID EVAI (Enclose a	LUATION REPORT: Attached copy)
15)	NAME AN	ND ADDRESS OF THE SUCCESSFUL BIDDER: Mr. Mohammad Qasim Kalhoro Ghotki
16)	CONTRAC	CT AWARD PRICE; Rs: 624197/-
17)		G OF SUCCESSFUL BIDDER IN EVALUATION REPORT .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
		PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED

GEASONS.

District Officer
Education Works (W&S) Deptt:

	THER THE PROCUREMENT WAS	INCLUDED IN ANNU	JAL PRO	CUREME	NT PLAN?	
		Yes	1	No		
I) ADVI	ERTISMENT:			1.0		
150	appp to the same					
i)	SPPRA Website (If yes, give date SPPRA Identifies	ation No.)	Yes	$\mathcal{I}$	ID NO.	8703
			No			5105750
2002	V-2500004 227 - 24					
ii)	News Papers (If yes, give names of newspapers	and date)	Yes			
			No ·			
2) NATI	JRE OF CONTRACT	Domicile/		.000		
		local		Int:		
WAS	THER QUILIFICATION CRITERIA INCLUDED IN THE BIDDING / TE s, enclose a copy)		57			
87.75		Yes		No		
WAS	HWER BID EVALUATION CRITER INCLUDED IN BIDDING / TENDE s, enclose a copy)		1			
		Yes		No		
(5) WHE	THER APPROVAL OF COMPLETE	AUTHORITY WAS O	BTAINE	D FOR US	SING FOR US	ING A
MET	HOD OTHER THAN OPEN COMPI	FATIVE BIDDING?	23804834474040	Paris Security		
		Yes		No	~	
5) WAS	BID SECURITY OBTAINED FROM	ALL THE BIDDING	365			
		Yes	/	No		
EVA	THER THE SUCCESSFUL BID WAS LUATION BID / BEST EVALUATION se of Consultancies)					
		Yes		No	~	
	THER THE SUCCESSFUL BIDDER INICALLY COMPETANT?	. WAS				
		Yes	1	No		
	THER NAMES OF THE BIDDERS A	AND THEIR QUOTED	PRICES	WHERE I	READ OUT	
		Yes	~	No		
CON	THER EVALUATION REPORT GIV	/EN TO BIDDERS BE	FORE TH	E AWAR	D OF	
(Attac	ch copy of the evaluation report)		/./	NI.		
		Yes	/	No		
			7	N:		
		, n	Ju.	Goor '	4	

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes			
	No			
32) ANY DEVAITION FROM SPECIFICATIO DOCUMENTS (If yes, give details)	N GIVEN IN THE	TENDER N	OTICE / I	OCUMENTS
	Yes			
	No	V		
33) WAS THE EXTANSION MADE IN RESPO	DNSE TIME?			
(If yes, give reasons)				
	Yes			
	No	_/	8	
<ul> <li>34) DEVAITION FROM QUALIFICATION CR (If yes, give detailed reasons)</li> </ul>	ETERIA	1,000		
	Yes			
	No			
5) WAS IT ASSURED BY THE PROCURING			TED FRIM	1 IS NOT
BLACK LISTED?				
	Yes		No	
THE SUPPLIER'S PRIMISES IN CONNEC BE ASCERTAINED REGARDING FINANCE			No	
37) WHERE PROPER SAFEGUARDS PROVID IN THE CONTRACT (BANK GUARINTEE		ATION AD'	VANCE PA	AYMENT
- 12	Yes		No	~
38) SPECIAL CONDITIONS, IF ANY				
(If yes, give Brief Description)				
	Yes			
	No			
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Signature & Official Stamp of				
Authorized Officer				
FOR OFFICE USE ONLY				
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District Officer
Education Works (W&S) Deptt:
Ghotki

#### OFFICE OF THE

### DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTKE

No. DO (EWG)TC/

/2011 /2011

To,

mi2: Muhammed Qasim Kalhoro Government Contractor Ghotki

SUBJECT: Lupgradon of P.S. in to Mis im Sidh 2005-06/pg

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—7-rates sanctioned.

37	Building item of 2004	5. 107 Atri
		@Rs:
1)	New Composite Schedule of Rates Building item of 2004	@RS: 19-8/ Alm.
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

- You are therefore requested to please started the work within 7 days of the issue of the work order under intimation to the Deputy District Officer Education Works complete the work in (5) Months
   You are further directed to attend this office within seven days the issue of this work with
- and complete tender documents.
- 1. The work is to be carried out as per PWD specification
- No cartage for any material which either arranged by or supplied by gavt will be separate.
- 3. No. premium will be allowed on Non Schedule items.
- 4. 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 OFFICE EDUCATION WORKS OWES

Copy is forwarded along with schedule B to the Deputy District Officer Education Works Ghalles has 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 TOKS

### SCHEDULE "B"

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

S. No	)	Item of Work	Qty	Rate	Unit	Amount
1	. (	excavation in Foundation of dressing refilling around st ead upto one chain and li	ructure with exca	valed earth	ructure i/c watering ar	dag belying nd ramming
	1	ead opid one cridin and i	649	1306/80	%0CIt	848/-
2	8 89	Cement concrete brick or	stone ballast 11/2		S.I No. 4 p-1	7
		Rafio 1.5.10	616	3213/95	%Cff	19780/-
3		Pacca brick work foundat		ement sand	mortai ratio	1.6(S.ENo. 4
		(e)P-25)	645	3865/15	%CII	24930/-
-		Filling watering and remov	ing agath in floor v			
4	es.	Hilling watering and remov	ing earm in noor v	viii i 301 pios 00		H M MAN TO STATE
		chain and lift upto 5th -	7014	1488/30	%0cH	10/37/
		10017	7214	1700750	20027711	
į.	j	Add Extra Lead 3.0 Miles	7/11.4	323/70	%C11	23352/-
		N N N N N N	7214		700.711	2.0002)
	6.	Cement plaster 1.6 up to 1	ZU" neigni ½ INIC	531/41	%Sft	6180/-
			1163			01007
	7.	Cement plaster 3/8"1 thick	cupto zu neigni i	,4 [S.I NO. 15 T	%SIT	4/50/-
			-886	536/14		
	8.	P/L 1" thick c.e toping 1.2	595	1396/67	76511	83107-
	9.	C.C Plain 1:2:4 i/c Placing	compacting finis	hing & Curing	complete	i/c screening
	157	& washing of stone ratio 1	:2:4			
			420	5941/10	%Sf1	24953/-
	10.	P/L Halla files or pattern colour and patern site sp base of 1.2 gray cement file of proper profied (S.I.1	ecification jointed mortor ¾ thick i/c	in white cen	nent and pig	gment over a
		mo or propor pronoc (or	1271	13306/35	%Sft	1/3661/
	11.	P/L Halla files or pattern		% on Hoor o	or wall facin	ig in required
	6763	colour and patern site sp base of 1.2 gray cement file of proper profied (\$,1)	ecification jointed mortor ¾ thick i/c	t in white cen washing and	nent and pi I filling of joi	nts i/c culting
			409	17091/69	%\$11	69905/
	12.	P/L 1" Thick c.c toping 1.2 16 P 43) 3" Thick	2.4 i/c surface finis	hing and divi	ding into pa	inels (S.I No.
		10331070	705	1820/23	%Sft	12833/
	13	S/F Angle Iron / Tears at s		-		
	13.	3/1 Angle Horry 100/3 01	0,911	2300/-	P.CWI	2095/-
4	14.	Fabrication of mild stee bending laying in position (also i/c removal of rust-	el reinforcement fo on. Making joints	or cement co and tastening , 19 P-58)	oncrete inc gs i/c cost c	luding cutting of binding wire
			0.63	2772/55	P.CwI	1/48/
	15.	it is labour for bending forms mold filling shuffe	which will be pa ering curring rende	id separatel.	This rate al	so i/c all kinds
		i/c screnning and washi	ng if single 7.0	114/-	P,Cff	798/

M

S. No	Item of Work	Qty	Rate	Unit	Amount	
16.	While Wash 03 coals					
-		1721	115/18	%511	1982/-	
17,	White Wash 02 coats	¥ 1				
		1385	103/79	%SH	14377	
18.	Primary Coal of Chalk under di	stemper:				
		3891	58/85	%Sft	2290	
19.	Distempering 03 coats					
		3891	263/51	%Sft	10253/-	
20.	Preparing surface Painting Doc	ors & Windov	vs any type ( ne	ew surface	e)three coat.	
	125	930	978/95	% Stt	9104/-	
21.	Preparing new surface prepari bars.	ng surface (	and painting G	uards bar	s Gales of iron	
		280	584/54	%S11	1637	
22.	Khapriel of c.c 12" x 8" of app bed of % thick grey cement me				cement mortar	
		138	3813/95	%Sf1	5263/	88
23.	Escalation of Cement Difference	ce		CONTROL DA		
		229	105/-	P.Bag	24045/	
24.	Escalation of Steel Difference					
		0.03	23000/-	P.Jon	725/-	
25.	Escalation of Bricks Difference		61	9.		
		8707	1000/	Nos:	8707/-	
		4.5				
				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 lixing in position i/c cutting and cutting and fixing and joining with asphall 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.F.No; P. No. 21)

9" dia

100

115/20

Dir

115007

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 ½ " 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/-

34677/-

CONTRACTOR

DISTRICT OFFICER

EDUCATION WORKS (W&S) DEPTT:

GHOTKI

### **Bid Evaluation Report**

1. Name of Procuring Agency: District Officer Education Works Division Ghotki.



- Tender Reference No: NIT No: DO/EWG/1952/2011, Dated: 17/05/2011.
- Tender Description/Name of work: <u>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.</u>
- 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 0.	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 @ Mirpar Mathelo

Member

Assistant Accounts Officer Education Works Division

Ghotki

District Officer
Effication 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

	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: AI 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): <u>09-06-2011@ 2:00 P.M</u>
11)	) NUMBER OF TENDER DOCUMENTS SOLED: <u>03 Nos:</u>
12	) NUMER OF BIDS REVEIVED: <u>03 Nos:</u>
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	O CONTRACT AWARD PRICE: Rs:109122/-
17	P) 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	B) 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 Works (W&S) Deptt:

) WHE	THER THE PROCUREMENT WAS IN	ICLUDED IN AN	NUAL PRO	CUREMEN	IT PLAN?	
		Yes		No	1	
) ADVE	ERTISMENT:					
i)	SPPRA Website (If yes, give date SPPRA Identificati	on No.)	Yes	V	ID NO.	8703
			No			
ii)	News Papers (If yes, give names of newspapers an	d date)	Yes			
2) NATI	JRE OF CONTRACT		No			
2) NATO	SKE OF CONTRACT	Domicile/ local	/	Int:		
WAS	THER QUILIFICATION CRITERIA INCLUDED IN THE BIDDING / TEN s, enclose a copy)	DER DOCUMEN	TS?			
(ii ye.	s, enclose a copy)	Yes		No	/	
WAS	HWER BID EVALUATION CRITERL INCLUDED IN BIDDING / TENDER s, enclose a copy)	1	0.			
1000	3.1111111111111111111111111111111111111	Yes		No	/	
5) WHE	THER APPROVAL OF COMPLETE A	UTHORITY WA	S OBTAINI	ED FOR US	ING FOR U	SING /
METI	HOD OTHER THAN OPEN COMPITA	Yes	?	No	./	
		ics		180	V	
6) WAS	BID SECURITY OBTAINED FROM A		188			
		Yes	V	No		
EVAL	THER THE SUCCESSFUL BID WAS LUATION BID / BEST EVALUATION se of Consultancies)		30	<u> </u>		
		Yes		No	1	
	THER THE SUCCESSFUL BIDDER VINICALLY COMPETANT?	WAS				
		Yes	V	No		
	THER NAMES OF THE BIDDERS AT HE TIME OF OPENING OF BID?	ND THEIR QUOT	ED PRICES	S WHERE R	EAD OUT	
		Yes	V	No		
CON	THER EVALUATION REPORT GIVE TRACT? ch copy of the evaluation report)	EN TO BIDDERS	BEFORE T	HE AWARI	O OF	
		Yes	1	No		
			District C	s (W&S)	, Deptt:	

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	V			= 1
(11 yes, result mercor)	Yes			
	No			
<ol> <li>ANY DEVAITION FROM SPECIFICATION DOCUMENTS (If yes, give details)</li> </ol>	GIVEN IN THE	TENDER N	OTICE / I	DOCUMEN
DOCOMBINIO (II yes, give details)	Yes			
	No	V		
33) WAS THE EXTANSION MADE IN RESPON (If yes, give reasons)	NSE TIME?			
	Yes		- 10	
	No	V	1100-1110	
DEVAITION FROM QUALIFICATION CRE'     (If yes, give detailed reasons)	TERIA			
	Yes			
	No			
5) WAS IT ASSURED BY THE PROCURING A BLACK LISTED?	GENCY THAT	THE SELEC	TED FRIM	M IS NOT
	Yes	~	No	
7) WHERE PROPER SAFEGUARDS PROVIDE IN THE CONTRACT (BANK GUARINTEED		ATION AD	No VANCE P	AYMENT
	Yes		No	V
8) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)		'		
	Yes			
	No	ν		
Signature & Official Stamp of Authorized Officer				
FOR OFFICE USE ONLY			7	
		Die	Zu.	maj,
		∠ Dis	trict Off	ncer

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

#### OFFICE OF THE

### DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTES

No. DO (EWG)TC 2080 /2011 11-6- 12011 Dated .

To,

M. B Elect Wome.

Picion to Mis im Rps 2005-018 angal Aliya Egred Camel Shel SUBJEC Your B-1 Tender opened on 8-6. 2011 Reference The following rates quoted by you for the above mentioned work is found reasonable and therefore hereby accepted, and also 8-1 agreement amounting to Rs: 16.912-3=1 - rates sanctioned. New composite schedule of rates Building item of 2004 New Composite Schedule of Rates COTOS: Building item of 2004 Schedule of Rales for Internal W/S External W/S Filling item 2004 Highway Schedule of Rates 2004 Public health Engineering Schedule Of Rates 2004 New Electric Schedule of Rates 2004 Non Schedule item You are therefore requested to please started the work within 7 days of the issiswork order under inlimation to the Deputy District Officer Islandian Works complete the work in ( $\mathcal{S}$ ) Months You are further directed to attend this office within seven days the issue of this week and the and complete tender documents. The stipulated date of start and completion is tixed as respectively with should be read strictly 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. wit be separate. 3. 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 sparately. The receipt of this latter may please be acknowledge

> Cupy is forwarded along with schedule B to the Deputy District Officer Educainformation and submits progress. He should report actual date of start to also of and subifur progress report as required under clause (2) of the agreement the exponditure pay not of vest, become the estimate east over the per miss able haut.

### 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"1 No. 18 P-3)	3 (3//029) pvc	insulated wire P\	/C In causing a	nd caping.(S.I
	**	40	538/51	P.Point	21540/-
2.	Wiring for plug point with 1/1.13 (3/.0)	29) PVC insulat 1x08Nos:	ed wire in casing 269/03	g and casing(S.I P.Point	No.20 P-3) 2152/-
3.	Wiring for mains with 2-7/.029 PVC wir	e on PVC cast 1x400	ing and caping 28/38	(S.I No.72 P-8)	
4.	Wring for man 2/17/0.36 PVC Insulted	wring in 25 mr	n (1") PVC castin	P.Rft g & caping (S.N	
5.	Wiring for main with 2-7/1,35 (7/.9-52) 09. 8.P.04)	1x200 pvc insulated	30/47 wire in 25 mm (1	P.Rft " ) pvc conduit	6094/- fited (S.I. NO;
		1x40	34/36	P.Rft	1375/-
6.	P/F A.C on way s.p 5amps switch flus	1x43	34/38	Each	10)
7.	P/F flash type 2 pin 5 amps s.p plug s nthe wall or col: ( \$.I.NO: 10 P.10)	ocket switch a	nd shoes unit on	prepared boar	d recessed
8.	P/F surface type 3 pin 15 amps, s.p su	1x08 Irface plugs so	58/58 cket, switch ans :	Each shoe unit on Me	469/- tal board.
	(S.No. 17 P.No. 11)				
9.	P/F Electric call bell 220/250 volts 70m	1x02 nm. (S.No. 21 P.	166/97 No. 11)	Each	334/-
10.	P/F flush type B C Brass centre Swiveli	1x01	150/70	P. No.	151/-
	The state of the s	1x01	25/19	P. No.	25/-
11.	P/F double s.w board to accommod surface (S.I.NO:1P.13)	late main or su	b main control s	witch & for othe	r similar jobs on
12.	B/ES Channels and	1x4.0	105/88	P.sft	424/-
	P/F B.C brass holder etc as required e	1x13	54/79	Each	712/-
13.	Fixing A.C ceiling fan regulator on S.V		200000000000000000000000000000000000000		15
14.	Mid steel bar fan clamps 15.8 m dia s	1x10 Nos:	91/30	Each	913/-
032333	ma vicer bar farr clariffs 15.5 m alas	1x10 Nos:	141/01	Each	1410/-
15.	Errection of ceiling fan i/c wiring of do blade canopy etc as required (S.I.NC	own rod with 1,	/1.13m(3/,092)pv	c wire fixing of r	egulators
1/	D	1x10	82/16	P. No.	821/-
16.	Providing & fixing S.W cnopy block &	baklite celling	rose on S.W blac		
17.	Providing circuit Breaker 6amps to 63	1x24 amps s.p i/c fi	44/- xing on a prepa	Each red board & n/c	1056/- : (S.I.NO: 1P.20)
18.	Providing Circuit Breaker 60 a,[s tp (S.I.NO: 4/.20)	1x06	442/02	Fach	24571
19.	P/F Eathing set with 2x2x1/4" coper	1x01 Nos:	948/02	Each	948/-
	from the ground level with salt & char type fo soil earth plate to be connect from the earth plate upto the metallic	arcoal etc 1/c tion with no: 8 : c electrical sco	making the pit swg bare coppe ary i/c providing	12" deep by ex erwire run in ½" g necessary Tee	cavation of all g.i pipe straight . (S.I.NO.2 P.26)
20.		IXUI No.	2570/37	Fach	2570/-
	P/F 1-40 watts tube light complete wir components i/c necessary electric co (S.I.NO:1P.33)	onnection & fix	iong rod chock ing on wall or ce	, starter and pu iling etc comple	tty with philps ete
	10	1x05 Nos:	396/-	Each	1980/-

Mah 96h

s.No	Item of Work	Qty	Rate	Unit	Amount
3	P/W wall bracket light fancy type sup	adar avality i/o	nacessans eles	stric connection	and fixing or
22	wall or ceiling etc complete. (S.I.NC	561101 quality 1/C	Hecessary elec		
	wall of ceiling etc complete . (53.370	1x05 Nos:	497/-	Each	2485/-
22.	P/F Energy saver Superior quality i/c	fixing on existing	holder etc cor	n plete.	
		1x01	497/-	Each	497/-
23.	P/F bulb 100 WATTS (s.i.no: 7.p33)				100000
		1x13 Nos:	25/-	Each	325/-
24.	P/F distribution board double shultte	er to accommod	ate circuit bred	aker for other sim	nilar jobs
	onsruface (s.i.no; 8, p.13)			D 644	12/2/
		1X1.50	907/96	P.Sft	1362/-
				Total Rs:	63128/-

### PART (B) NON SCHEDULE ITEM

01. Supplying & fixing 56" size Ceiling Fans. (G.F.C & Pak Fan)
1x10 3400/-

Each

34000/-

Total Rs:

34000/-

11219

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.
- Tender Description/Name of work: <u>Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP No: 1124/1245 @ GPS Allah Warayo Mahar (Electrification) Taluka Daharki.</u>
- 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 Effication 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

	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: <u>Up-Gradation of P.S to M.S in Sindh 2005-06 Prog: ADP No: 1124/1245 @ GPS Allah Warayo Mahar (Electrification) Taluka Daharki.</u>
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 REVEIVED: <u>03 Nos:</u>
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
	PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED I.e EMERGENCE, DIRECT CONTRACTING ETC WITH REASONS.
	/ Zww
	n: . · · · · · · · · · ·

District Officer
Education Works (W&S) Deptt:

v) WHE	THER THE PROCUREMENT WAS INC		MILLAT DDO	TIDENSEN	OLA ID THE
		LUDED IN ANI	NUAL PRO	UKEME	NI PLAIN:
		Yes		No	V
) ADV	ERTISMENT:				
i)	SPPRA Website				
1)	(If yes, give date SPPRA Identification	n No.)	Yes		ID NO. 8703
			21 236076		10 10. 8703
			No		
ii)	News Papers		Yes		
	(If yes, give names of newspapers and	l date)	168		
			No		
.2) NAT	URE OF CONTRACT	Domicile/		Torre	
		local		Int:	
	THER QUILIFICATION CRITERIA				
	NCLUDED IN THE BIDDING / TEND es, enclose a copy)	DER DOCUMEN	TS?		
15.00	7, 77, 77, 77, 77, 77, 77, 77, 77, 77,	Yes		No	V
		3.	1		
	HWER BID EVALUATION CRITERIA SINCLUDED IN BIDDING / TENDER				
	es, enclose a copy)				
		Yes		No	V
55 W/LIL	ETHER APPROVAL OF COMPLETE AU	TTHORITY WAS	ODTAINE	D EOD US	
	STHEN ALLEO VAL OF COMEDETE AT				STATES IN CONTRACTOR
MET	HOD OTHER THAN OPEN COMPITAT			D FOR US	SING FOR USING
MET	HOD OTHER THAN OPEN COMPITAT			No No	SING FOR USING
01077		Yes		58	SING FOR USING
01077	THOD OTHER THAN OPEN COMPITAT	Yes  LL THE BIDDIN		No	SING FOR USING
65.539.2		Yes		58	SING FOR USING
:6) WAS	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS LA	Yes  LL THE BIDDIN  Yes  OWEST		No	SING FOR USING
6) WAS 7) WHE EVA	BID SECURITY OBTAINED FROM AI	Yes  LL THE BIDDIN  Yes  OWEST		No	SING FOR USING
6) WAS 7) WHE EVA	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS LI LUATION BID / BEST EVALUATION	Yes  LL THE BIDDIN  Yes  OWEST		No	SING FOR USING
6) WAS 7) WHE EVA (If ca	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS LA LUATION BID / BEST EVALUATION ase of Consultancies)	Yes  LL THE BIDDIN Yes  OWEST BID  Yes		No No	SING FOR USING
6) WAS 7) WHE EVA (If ca	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS D LUATION BID / BEST EVALUATION ase of Consultancies)	Yes  LL THE BIDDIN Yes  OWEST BID  Yes  AS		No No	SING FOR USING
26) WAS 27) WHE EVA (If ca 28) WHE	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS LA LUATION BID / BEST EVALUATION ase of Consultancies)	Yes  LL THE BIDDIN Yes  OWEST BID  Yes		No No	SING FOR USING
27) WHE EVA (If ca 28) WHE TEC	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS LO LUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER W HNICALLY COMPETANT?	Yes  LL THE BIDDIN Yes  OWEST BID  Yes  AS	G?	No No No	
6) WAS 7) WHE EVA (If ca 28) WHE TEC	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS LO LUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER W HNICALLY COMPETANT?	Yes  LL THE BIDDIN Yes  OWEST BID  Yes  AS  Yes  D THEIR QUOT	G?	No No No WHERE I	
6) WAS 7) WHE EVA (If ca 28) WHE TEC	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS LO LUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER W HNICALLY COMPETANT?	Yes  LL THE BIDDIN Yes  OWEST BID  Yes  AS	G?	No No No	
6) WAS 7) WHE EVA (If co	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS DELUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER WHICALLY COMPETANT? ETHER NAMES OF THE BIDDERS AND THE TIME OF OPENING OF BID?	Yes  LL THE BIDDIN Yes  OWEST BID Yes  AS  Yes  D THEIR QUOT	G?  ED PRICES	No No No No No No	READ OUT
6) WAS 7) WHE EVA (If ca 28) WHE TEC 29) WHI AT 1	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS DELUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER WHICALLY COMPETANT? ETHER NAMES OF THE BIDDERS AND THE TIME OF OPENING OF BID? ETHER EVALUATION REPORT GIVEN ITRACT?	Yes  LL THE BIDDIN Yes  OWEST BID Yes  AS  Yes  D THEIR QUOT	G?  ED PRICES	No No No No No No	READ OUT
6) WAS 7) WHE EVA (If ca 28) WHE TEC 29) WHI AT 1	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS DELUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER WHICALLY COMPETANT? ETHER NAMES OF THE BIDDERS AND THE TIME OF OPENING OF BID?	Yes  LL THE BIDDIN Yes  OWEST BID Yes  AS  Yes  D THEIR QUOT	G?  ED PRICES	No No No No No No	READ OUT
6) WAS 7) WHE EVA (If co 28) WHE TEC 29) WHI AT 1	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS DELUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER WHICALLY COMPETANT? ETHER NAMES OF THE BIDDERS AND THE TIME OF OPENING OF BID? ETHER EVALUATION REPORT GIVEN ITRACT?	Yes  LL THE BIDDIN Yes  OWEST BID  Yes  AS  Yes  D THEIR QUOT  Yes  N TO BIDDERS I	G?  ED PRICES	No No No WHERE I No	READ OUT
6) WAS 7) WHE EVA (If co 18) WHE TEC 19) WHI AT 1	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS DELUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER WHICALLY COMPETANT? ETHER NAMES OF THE BIDDERS AND THE TIME OF OPENING OF BID? ETHER EVALUATION REPORT GIVEN ITRACT?	Yes  LL THE BIDDIN Yes  OWEST BID  Yes  AS  Yes  TO BIDDERS I	ED PRICES BEFORE TH	No  No  No  No  WHERE I  No  IE AWAR	READ OUT
6) WAS 7) WHE EVA (If co 28) WHE TEC 29) WHI AT 1	BID SECURITY OBTAINED FROM AI THER THE SUCCESSFUL BID WAS DELUATION BID / BEST EVALUATION ase of Consultancies) ETHER THE SUCCESSFUL BIDDER WHICALLY COMPETANT? ETHER NAMES OF THE BIDDERS AND THE TIME OF OPENING OF BID? ETHER EVALUATION REPORT GIVEN ITRACT?	Yes  LL THE BIDDIN Yes  OWEST BID  Yes  AS  Yes  D THEIR QUOT  Yes  Yes	G?  ED PRICES	No No No No No No No HEAWAR	READ OUT

L. AND GOVERN AND THE PROPERTIES				
ANY COMPLAINTS RECEIVED     (If yes, result thereof)	Yes			
	No	V		
) ANY DEVAITION FROM SPECIFICATIO	ON GIVEN IN THI	E TENDER	NOTICE/I	DOCUME
DOCUMENTS (If yes, give details)	Yes			
	No	./	~	1
3) WAS THE EXTANSION MADE IN RESP	and the second	Y		
(If yes, give reasons)				
	Yes			
	No	V		
) DEVAITION FROM QUALIFICATION CF (If yes, give detailed reasons)	RETERIA			
	Yes			0
	No	12		<u> </u>
WAS IT ASSURED BY THE PROCURING		THE SELE	CTED FRIN	M IS NOT
BLACK LISTED?				
	Yes	V	No	
WHERE PROPER SAFEGUARDS PROVID		ZATION AE	No DVANCE P	AYMENT
IN THE CONTRACT (BANK GUARINTEI	ED ETC.)? Yes		No	V
SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)				
	Yes			
	No		V	
gnature & Official Stamp of Authorized Officer				
FOR OFFICE USE ONLY			$\overline{}$	
		-/	-/-	

### OFFICE OF THE

### DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTAL

No. DO (EWG)TC 2096 /2011 11-6- 12011 Dated

@Ps

	_		
-	-	ч	

M/S Dan Etan Elect WOOC.
Government Contractor

New composite schedule of rates

Building item of 2004

	Ghotki
SUBJECT:	upgood of PS into M.S.im PM 2005.06/mg
Reference:	Your B-1 Tender opened on 9-6-20//
*	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: 109/85 /- rates sanctioned.

1)	New Composite Schedule of Rates Building item of 2004 Schedule of Rates for Internal W/S External W/S Fitting item 2004	@Rs:	
3)	Highway Schedule of Rates 2004	@Rs:	3
4)	Public health Engineering Schedule Of Rates 2004	@Rs:	-
5)	New Electric Schedule of Rates 2004	@Rs: 19.100 Du_	
45	Nos Schedule item	@Rs 34000/	

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

You are further directed to attend this office within seven days the issue of this work ords. 2. and complete tender documents.

The stipulated date of start and completion is fixed as 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 selparately. The receipt of this letter may please be acknowledge

> CT OFFICI TION WORKS GHOTK!

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

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	ltem of Work	Qty	Rate	Unit	Amount
1.	Wiring for light or fan point with 1 No. 18 P-3)	/1"13 (3//029) pvc i	nsulated wire P	VC In causing a	nd caping.(S.I
2.	Wiring for plug point with 1/1.13 (	40 (37,029) PVC insulate	538/51 ad wire in casing	P.Point	-21540/- No 20 P 31
	9	1x08Nos:	269/03	P.Point	2152/-
3.	Wiring for mains with 2-7/.029 PV		ng and caping 28/38	(S.I No.72 P-8)	12
4.	Wring for man 2/17/0.36 PVC Insu	ulted wring in 25 mm	(1") PVC castir		
5.	Wiring for main with 2-7/1,35 (7/.5	1x200 P-52) pvc insulated v	30/47 vire in 25 mm (1	P.Rft " ) pvc conduit	6094/- fited (S.I. NO:
	09. B.P.04)	6 2010	Maria Sancari	Dec Nove Mark	12.20.200000
6.	P/F A.C on way s.p 5amps switch	1x40	34/36	P.Rft	1375/-
0.	TATALO ON Way 3.p Samps switch	1x43	en preparea o		
7.	P/F flash type 2 pin 5 amps s.p p nthe wall or col; (S.I.NO: 10 P.10)	lug socket switch ar	nd shoes unit on	Each prepared boo	1478/- rd recessed
	11110 1101 01 001. [ 0.1.110. 101.10]	1x08	58/58	Each	469/-
8.	P/F surface type 3 pin 15 amps, s (S.No. 17 P.No. 11)		ket, switch ans	shoe unit on Me	etal board.
9.	P/F Electric call bell 220/250 volts	1x02	166/97	Each	334/-
***	- 77 Ciecine can ben 220/200 vons	1x01	150/70	P No	1617
10.	P/F flush type B C Brass centre Sw		holder. (No. 02		151/-
11.	P/F double s.w board to accomsurface (S.I.NO:1P.13)		25/19 main control s	P, No. witch & for other	25/- er similar jobs or
12.	P/F B.C brass holder etc as requir	1x4.0 ed etc complete	105/88	P.sft	424/
		1x13	54/79	Each	712/-
13.	Fixing A.C ceiling fan regulator o	on S.W board			
		1x10 Nos:	91/30	Each	913/-
14.	Mid steel bar fan clamps 15.8 m			P-14)	
15.	Errection of ceiling fan I/c wiring	1x10 Nos; of down rod with 1/	141/01 1.13m(3/.092)pv	Each vc wire fixing of	1410/- regulators
	blade canopy etc as required (S		00/11/		Page
16.	Providing & fixing S.W. enany bloc	1x10	82/16	P. No.	821/-
	Providing & fixing S.W enopy bloc	1x24	ose on 3.vv blac 44/-		
17.	Providing circuit Breaker 6amps t				
18.	Providing Circuit Breaker 60 a.(s (S.I.NO: 4/.20)		fixing on a pro	Each epared board	2657/- & n/connection
		1x01 Nos:	948/02	Each	948/-
19.	P/F Eathing set with 2x2x1/4" co from the ground level with salt 8 type to soil earth plate to be con from the earth plate upto the me	charcoal etc i/c i nnection with no; 8 s	making the pit wa bare copp	a depth of 12" 12" deep by e erwire run in %"	xcavation of al
20.	P/F 1-40 walts tube light complet components I/c necessary electi (S.I.NO:1P.33)	e with 40 waits 4'-0	long rod chock	. starter and ou	ulty with philos
	A CONTRACT	1x05 Nos:	396/-	Each	1980/-

1/1

### **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: <u>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.</u>
- 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 0.	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>11d</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

				WORKS, SI	RVICES	& GOODS					
1)	NAME OF	THE ORGAN	IZATIO	n / deptt: <u>E</u>	ducation	Works (W	&S) Depar	tment Gl	<u>iotki</u>		
2)	PROVINCI	AL/LOCAL	GOVT./	OTHER: Pro	vincial						
3)	TITLE OF THE CONTRACT: Construction of School Building										
4)	TENDER N	NUMBER:	04 No:	[ ]							
5)		SCRIPTION C /1162 @ GN							06 Prog: ADP		
6)	FORUM TI	HAT APPRO	VED THE	E SCHEME: <u>Г</u>	P.D.W.P						
7)	TENDER E	ESTIMATED	VALUE:	Rs: 189000	<u>/-</u>						
8)	ENGINEEI (For civil w	R'S ESTIMAT orks only)	ГЕ	Rs: 216000	<u>/-</u>						
9)	ESTIMATI	ED COMPLET	TION PE	RIOD (AS PE	R CONTR	\CT): <u>05 M</u>	onths				
10)	TENDER (	DPENED ON	(DATE &	time): <u>09-</u> 0	06-2011@	2:00 P.M	10				
11)	NUMBER	OF TENDER	DOCUM	IENTS SOLEI	o: <u>03 Nos</u>						
12)	NUMER O	F BIDS REVI	eived: <u>(</u>	3 Nos:							
13)	NUMBER	OF BIDDERS	S PRESE	NT AT THE T	IME OF B	DS: <u>03 No</u>	<u>s:</u>				
14)	BID EVAL (Enclose a	UATION REI	port: <u>A</u>	ttached							
15)	NAME AN	D ADDRESS	OF THE	SUCCESSFU	JL BIDDEI	e: <u>M/S Say</u>	ed & Brotl	hers Elec	tric Works		
16)	CONTRAC	CT AWARD P	RICE:	Rs: 21521	<u>5/-</u>						
17)		OF SUCCES Sayed & Bro					orks, 3 <sup>rd</sup> , M/S	S Doltani E	lectric Works)		
18)	METHOD	OF PROCUR	EMENT	USED:- (Tick	one)						
	a)	SINGLE ST	rage – c	ONE ENVELO	DPE PROC	EDURE			,		
	b)	SINGLE ST	ΓAGE – 1	rwo envel	OPE PROC	EDURE					
	c)	TWO STA	GE BIDD	ING PROCE	OURE						
	d)	SINGLE ST	ΓAGE – (	ONE ENVELO	OPE PROC	EDURE					
				ANY OTHER RECT CONTRA				ADOPTED			

District Officer
Education Works (W&S) Deptt:

	ROVING AUTHORITY FOR AWARD vices Department Ghotki @ M.Ma		Executive	District	Officer Work	cs &				
20) WHE	) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?									
21) 37)	ACDTICA MENTS	Yes		No	<b>/</b>					
21) ADV	ERTISMENT:									
i)	SPPRA Website (If yes, give date SPPRA Identification	on No.)	Yes		ID NO. 8	3703				
			No							
ii)	News Papers (If yes, give names of newspapers an	d date)	Yes							
22) NAT	URE OF CONTRACT		No							
000 \$ .000 00		Domicile/ local	/	Int:						
WAS	ETHER QUILIFICATION CRITERIA S INCLUDED IN THE BIDDING / TENI cs, enclose a copy)	DER DOCUMENT	rs?							
		Yes		No	/					
WAS	THWER BID EVALUATION CRITERIA S INCLUDED IN BIDDING / TENDER es, enclose a copy)									
		Yes		No	V					
25) WHE MET	ETHER APPROVAL OF COMPLETE A HOD OTHER THAN OPEN COMPITA	UTHORITY WAS TIVE BIDDING?	OBTAINE	D FOR US	SING FOR USI	NG				
		Yes		No	V					
6) WAS	BID SECURITY OBTAINED FROM A	LL THE BIDDING	3?							
		Yes	~	No						
EVA	THER THE SUCCESSFUL BID WAS L LUATION BID / BEST EVALUATION se of Consultancies)				4					
		Yes		No	$\nu$					
	THER THE SUCCESSFUL BIDDER W HNICALLY COMPETANT?	THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCURE  Yes N  MENT:  Yes N  Yes N  WESPAPERS  Yes, give date SPPRA Identification No.)  WESPAPERS  Yes, give names of newspapers and date)  Yes No  OF CONTRACT  Domicile/ local In  QUILIFICATION CRITERIA  UDED IN THE BIDDING / TENDER DOCUMENTS?  OSE a copy)  Yes N  REID EVALUATION CRITERIA  UDED IN BIDDING / TENDER  OSE a copy)  Yes N  APPROVAL OF COMPLETE AUTHORITY WAS OBTAINED FO  OTHER THAN OPEN COMPITATIVE BIDDING?  Yes N  THE SUCCESSFUL BID WAS LOWEST  ION BID / BEST EVALUATION BID  ONSUITANCIES  THE SUCCESSFUL BIDDER WAS  LLLY COMPETANT?  Yes N  NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WHE  ME OF OPENING OF BID?  Yes N  N  EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AV  T?  Yes N  Yes N  N  EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AV  T?  Yes N  OF the evaluation report)								
		Yes	/	No						
29) WHE AT T	THER NAMES OF THE BIDDERS AN HE TIME OF OPENING OF BID?	D THEIR QUOTE	D PRICES	WHERE F	READ OUT					
		Yes	V	No						
CON	TRACT?	N TO BIDDERS B	EFORE TH	IE AWARI	O OF					
(Aua	on copy of the evaluation report)	Yes		No						
		\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \	Zen	4	,					
		The second secon	n Works	(W&S)	Deptt:					

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes		=	
CONTRACTOR OF THE PROPERTY OF	No	~		
32) ANY DEVAITION FROM SPECIFICATI			NOTICE / D	OCUMENT
DOCUMENTS (If yes, give details)	7,000			
	Yes		2	
	No	~		
<li>33) WAS THE EXTANSION MADE IN RES (If yes, give reasons)</li>	PONSE TIME?		10	
	Yes		2	
	No	-	×	
<ul> <li>34) DEVAITION FROM QUALIFICATION Of (If yes, give detailed reasons)</li> </ul>	CRETERIA			
	Yes v			
	No			
5) WAS IT ASSURED BY THE PROCURIN BLACK LISTED?	G AGENCY THAT	THE SELEC	CTED FRIM	I IS NOT
DUNCK DIGIED!	Yes	V	No	
THE SUPPLIER'S PRIMISES IN CONNI BE ASCERTAINED REGARDING FINA			No No	O, DETAIL
37) WHERE PROPER SAFEGUARDS PROV IN THE CONTRACT (BANK GUARINT		ZATION AD	VANCE PA	YMENT
IN THE CONTRACT (BANK GOARINT	Yes		No	V
8) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)		, [		
	Yes			
	No		/	
Signature & Official Stamp of Authorized Officer				
FOR OFFICE USE ONLY			7	
			strict Off Norks (	W&S) De

#### OFFICE OF THE

# DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTED

No. DO (EWGYTC/2099/2017)... Dated 1/6 / /2011

MIC Super and Postka.
Government Contractor
Ghotki

SUBJECT: 480

GMS Pir Rom Rify

Reference

Your B-! Tender opened on 9-6-9011

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: 2157577- rates sanctioned.

1)	New composite schedule of roles Building item of 2004	@Rs:	
1)	New Composite Schedula of Rafas Building item of 2004	F9(\$0)	
2)	Schedule of Rates for Internal W/S External W/S Fitting item 2004	@Rs:	
(3),	Highway Schodule of Rotes 2004	@Rs:	
4)	Public health Engineering Schedula Of Rales 2004	@Rs:	
5)	New Electric Schedula of Rafes 2004	@Rs: 19.(0)	
6)	Non Schadule item	ers 78264	

- 1. You are therefore requested to please started the work within 7 days of the issue: 57 work order under infimation to the Deputy District Officer facilities Works complete the work in (5) Months
- You are further directed to attend this office within seven days the usue, of this work outand complete tender documents.
- The stipulated date of starf and completion is fixed as \_\_\_\_\_ and \_\_\_\_.

  respectively with should be read strictly \_\_\_\_\_.

  ...
- The work is to be carried out as per PWD specification
- No cortage for any material which either arranged by or supplied by govi, will be separate.
- 3. No. premium will be allowed on Non Schedule items
- 4. Bholar / Sui Quarry sand will be used.
- Difference of Cement, Bricks, and Wood Work will be paid soppyately.

The receipt of this letter may please be acknowledge:

DISTRUCTOFFICER
EDUCATION WORKS DUSSE

Copy is forwarded along with schedule B to the Deputy District Officer Education Wires 160 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 depend the estimate cost over the per miss able limit.

EDISTRICT OFFICERS
FEDISACION WORKS OVES
HOTKI

#### SCHEDULE "B"

NAME OF WORK-

INTERNAL ELECTRIFICATION FOR UP-GRADATION OF MIDLE 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/ No. 18 P-3)	1"13 (	3//029) pv	, c insulated wire	PVĆ In causing	g and	caping.(S:1
	140. 10 [-0]		/O Paint	700/5	00		2/200
2.	Wilden for alice point with 171 12 (2	10001	62 Points	538/51	P.Point	24170.000	33388/-
	Wiring for plug point with 1/1,13 (3		1x10Nos:	269/03	P.Point		2690/-
3.	Wiring for mains with 2-7/.029 PVC		1x80/	28/38	P.Rft		22704
4.	P/F A.C on way s.p 5amps switch	flush t	ype on a g	iven prepared 34/38	board (s.i.no" Each	1p.10	2132
5.	P/F flash type 2 pin 5 amps s.p plu nthe wall or col; (S.I.NO: 10 P.10)	g soc	ket switch	and shoes unit	on prepared bo	oard	recessed
	ESSE SCHOOLS		1x10	58/58	Each		586/
6.	P/F double s.w board to accomn surface (S.I.NO:1P,13)	nodat	e main or :	sub main contro	ol switch & for o	ther s	imilar jobs on
			1x7.0	105/88	P.sft		741/-
7.	Fixing A.C ceiling fan regulator or						
			1x23 Nos:	91/30	Each		2100/-
8.	Mid steel bar fan clamps 15.8 m d	ia suit	able for R.		- ALCO (CARONIC )		
0	Description of the court		1x23 Nos:	141/01	Each		3243/-
9.	Providing & fixing S.W enopy block	( & bo		grose on S.W bl		-14	
10	Provinting piece it beauty of	10	1x23	44/-	Each		1012/-
10.	Providing circuit Breaker 6amps to	63 an	nps s.p i/c	fixing on a prep		n/c (	
11.	Providing and circuit Breaker 6am	ps s.p	1x15 i/s fixing o	442/02 n a prepared be	Each oard & N/conne	ection	66307- n (S.1 No.
	4/.20)		/				
12.	P/F Eathing set with 2x2x1/4" cop from the ground level with salt & type fo soil earth plate to be conf from the earth plate upto the met	charc ection allic e	oal etc i/ n with po:	c making the p 8 swa bare cor	oit 12" deep by operwire run in ! ing necessary T	exci	avation of all pipe straight S.I.NO-2 P.26)
13.	P/F surface type 3 pin 15 amps, s.p	surfo	ce pluges	ocket switch as	Each	14040	2570/-
0.500.00	(S.No. 17 P.No. 11)	2 30110	ce biogs s	ocker, switch di	is since unit on .	meta	boara.
	A Service Service Service Product po		1x03	166/97	Each		5017-
14.	Wiring for main with 2-7/1.35 (7/.9-09. B.P.04)	52) pv	c insulated	d wire in 25 mm	(1") pvc cond	uit fite	ed (S.I, NO;
	ATTENDED TO STATE OF		1x80	34/36	P.Rft		6185/-
15.	Wring for man 2/17/0.36 PVC Insul	ted w		om (1") PVC cas 30/47	fing & caping (	S.No.	73 P.No. 98)-
16.	P/W wall bracket light fancy type wall or ceiling etc com plete . (S.I.	superi NO:5 I	or quality i	/c necessary e	lectric connect	ion a	60497- nd fixing on
	an industry of the second of t		1x11 Nos:	497/-	Each		5467/-
17.	P/F wall bracket light fancy type s wall or ceiling etc com plete. (S.I.	uperio	or quality i/	c necessary ele	ectric connection	on ar	d fixing on
			1x14	497/	Each		6958/
18.	P/F distribution board double shull onsruface (s.i.no: 8, p.13)	tter to	accomm		eaker for other	similo	r jobs
			1X1.50	907/96	P.Sft		1362/-
19.	P/F bulb 100 WATTS (s.i.no: 7,p33)		/	. /			
			1x12 Nos:	25/-	Each		300/-

2 Mays

	7 N. A.	Qty	Rate	Unit	Amount
S.No	Item of Work	Gry			
		8 7 9			
20.	P/F B.C brass holder etc as require	1x36,///	54/79	Each	1972/-
21.	P/F Electric call bell 220/250 volts	1 X (177	100//0 /	P. No.	301/-
22.	P/F flush type B C Brass centre Sw				50 <i>t</i> -
	Errection of ceiling fan i/c wiring	of down rad with 1	/1.13m(3/.092)pv	c wire fixing of	regulators –
23.	blade canopy etc as required (S	i.NO:3P.14) 1x23	82/16	P. No.	1890/-
				Total Rs:	114988/-
	PART (B) NON SCHEDULE ITEM		7	To the	
01.	Supplying & fixing 56" size Celling	g Fans. (G.F.C & Pc 1x23	ik Fan) 3400/-	Each	78200/
	15			Total Rs:	78200/-

CONTRACTOR

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

# Bid Evaluation Report

1. Name of Procuring Agency: District Officer Education Works Division Ghotki.



- Tender Reference No: <u>NIT No: DO/EWG/1952/2011</u>, <u>Dated: 17/05/2011</u>.
- 3. Tender Description/Name of work: <u>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.</u>
- 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)
- 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 Farhan Enterprises	215036/-	151	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 Reducation 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

	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: <u>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.</u>
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 REVEIVED: 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 1st M/S Farhan Enterprises, 2nd, M/S Modern Electric Works, 3nd, 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
	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:

	WHE.	THER THE PROCUREMENT WAS IN	NCLUDED IN AN	NUAL PRO	CUREMEN	NT PLAN?
			Yes		No	V
21)	ADVE	ERTISMENT:				
	i)	SPPRA Website (If yes, give date SPPRA Identificati	io-NioN			
		(II yes, give date SPPRA Identificati	ion ivo.)	Yes	V	ID NO. 87
				No		
	ii)	News Papers				
	00%	(If yes, give names of newspapers ar	nd date)	Yes		
1210				No	/	
22	) NATU	JRE OF CONTRACT	Domicile/	/	Int:	
			local ¥		Int.	
23	) WHE	THER QUILIFICATION CRITERIA				
		INCLUDED IN THE BIDDING / TEN s, enclose a copy)	IDER DOCUMEN	18?		
			Yes		No	/
24	\ WETI	HWER BID EVALUATION CRITERI	Δ.			
	WAS	INCLUDED IN BIDDING / TENDER				
	(If yes	s, enclose a copy)	Yes		No	
			105		110	
25		THER APPROVAL OF COMPLETE			ED FOR US	SING FOR USIN
	MEH	HOD OTHER THAN OPEN COMPITA	Yes Yes		No	
			100		1.30	
26	WAS	BID SECURITY OBTAINED FROM	ALL THE BIDDIN	G?		
			Yes		No	
27	WHE	THER THE SUCCESSFUL BID WAS	LOWEST			
		LUATION BID / BEST EVALUATION se of Consultancies)	N BID			
	(III Cal.	se of consummeres)	Yes		No	
28		THER THE SUCCESSFUL BIDDER	WAS	0	20	- No
	TECH	INICALLY COMPETANT?	50 <b>0</b> 00000	-	Avenue	
			Yes		No	
29		THER NAMES OF THE BIDDERS A	ND THEIR QUOT	ED PRICE	S WHERE I	READ OUT
	ATT	HE TIME OF OPENING OF BID?	V		Ne	
			Yes	V	No	
	0.39/115	THER EVALUATION REPORT GIV	EN TO BIDDERS	BEPORB T	HE AWAR	D OF
30		TRACT?		/	No.	
30	CON	ch copy of the evaluation report)	/	/		
30	CON	ch copy of the evaluation report)	Yes	//	No	
30	CON	ch copy of the evaluation report)	Yes	// ->	No 1	
30	CON	ch copy of the evaluation report)	9	District	un'	

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes			
	No	2		
32) ANY DEVAITION FROM SPECIFICATION	1	E TENDER 1	NOTICE / D	OCUMENTS
DOCUMENTS (If yes, give details)				
	Yes		_	
	No	~		
33) WAS THE EXTANSION MADE IN RESP (If yes, give reasons)	ONSE TIME?			
	Yes			
	No	V		2
<li>34) DEVAITION FROM QUALIFICATION CF (1f yes, give detailed reasons)</li>	RETERIA		m :	
	Yes			
	No			
35) WAS IT ASSURED BY THE PROCURING BLACK LISTED?	AGENCY THAT	THE SELEC	CTED FRIM	I IS NOT
CONCREDICION	Yes		No	
		170.5		
36) WAS A VISIT MADE BY ANY OFFICER/ THE SUPPLIER'S PRIMISES IN CONNEC BE ASCERTAINED REGARDING FINAN	CTION WITH THE	E PROCURN	MENT? IF S	
	Yes	<i>i</i>	No	
37) WHERE PROPER SAFEGUARDS PROVI		IZATION AD	VANCE PA	YMENT
IN THE CONTRACT (BANK GUARINTE	Yes	T	No	V
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)				
	Yes			
	No	V		
	130			
Signature & Official Stamp of				
Authorized Officer				
FOR OFFICE USE ONLY				
and the second s			1	
		_/	/	
		( /		
		Di	strictoff	iear /
			Works (	W&S) Deptt:
			Chotki	

#### OFFICE OF THE

# DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTA

20-6- 12011

To,

M/s Falan Enter. Government Contractor

upgrankin M.S: noto H.S: m PM 2005-och

			ted.	- 10
				75
Referei	io,	Your B-1 Tender opened on 9-6- 2e	21	
	post.	The following rates quoted by you for the reasonable and therefore hereby as amounting to Rs: 215035//- rates son	the above mentioned work cepted, and also B-I ag actioned.	is found yearnen
4	10	New composite schedule of rales :: Building item of 2004	@Rs:	
			@Rs:	
10 di	10	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 Railes 2004	@Rs:	
18 27062	4)	Public health Engineering Schedule Of Rates 2004	@Rs:	
	5)	New Electric Schedule of Rates 2004	ORS: 18-9. Dl.	
20	6)	Non Schedule Item	652820A	ana dar
	ī	You are therefore requested to please starte work order under intimation to the Deputy Discomplete the work in (\$\mathcal{E}\$). Months	d the work within 7 days of the strict Officer Education Works	issue: cafiir Tir
B 8	2	You are further directed to attend this office vand complete lender documents.	within seven days the used of this	MORE CO.
7	3.	The stipulated date of start and completion is respectively with should be read strictly	fixed as and	. :
74 0	1. 2.	The work is to be carried out as per PWD No cartage for any material which eithe		y govt. V
	3.	be separate.  No. premium will be allowed on Non Sch  Bholar / Sui Quarry sand will be used.	edule items	
	5.	Difference of Coment, Bricks, and Wood	Work will be paid separately	
(B) (3)		The receipt of this letter may please be o	acknowledge	. Si

Copy is forwarded about with schedule 18-to the Deputy District Officer Education Works Borke 14-6 information and submits progress. He should report actual date of start to this officer and submit progress report as required under clause (2) of the agreement disc expenditure may not except be beyond the extensity cost over the per miss able limit.

## SCHEDULE "B"

NAME OF WORK-

INTERNAL ELECTRIFICATION FOR UP-GRADATION OF MIDLE SCHOOL TO HIGH SCHOOL IN SINDH 2005-06 PROGRAMME ADP NO. 1152/1262 GMS NAZAR ALI CHACHAR TALUKA GHOTKI.

			21-6004		
S.No	item of Work	Qty	Rate	Unit	Amount
1.	Wiring for light or fan point with 1/ No. 18 P-3)	/1"13 (3//029) p	vc insulated wire F	VC In causing ar	nd caping.(S,I
		62 Points		P.Point	33388/~
2.	Wiring for plug point with 1/1.13 (3	3/.029) PVC insu 1x10Nos:		ng and casing(S.I P.Point	No.20 P-3) 2690/-
3.	Wiring for mains with 2-7/.029 PVC	1x80	28/38	P.Rft	22704/-
4.	P/F A.C on way s.p 5amps switch	1x62	34/38	Each	2132
5.	P/F flash type 2 pin 5 amps s.p pl nthe wall or col: (S.I.NO: 10 P.10)	ug socket switc	h and shoes unit c	n prepared boar	d recessed
		1x10	58/58	Each	586/-
6.	P/F double s.w board to accomi surface (S.I.NO:1P.13)	modate main c			
	314	1x7.0	105/88	P.sft	741/-
7.	Fixing A.C ceiling fan regulator o				01007
82	TO STATE OF THE ST	1x23 Nos		Each	2100/-
8.	Mid steel bar fan clamps 15.8 m	1x23 Nos	141/01	Each	3243/-
9.	Providing & fixing S.W cnopy bloc	ck & baklite cel	ling rose on S.W bl	ack.(S.R No. 3 P-1	1012/-
10	Providing circuit Breaker 6amps t	1x23	44/-	Each	
10.	Providing circuit Breaker 6amps t	0 63 amps 3.p 1 1x15	442/02	Éach	6630/-
11.	Providing and circuit Breaker 6ar 4/.20)				
		1x01 No		Each	6157/-
12.	P/F Eathing set with 2x2x1/4" co from the ground level with salt 8 type to soil earth plate to be con from the earth plate upto the me	& charcoal etc nnection with n	i/c making the po:8 swg bare cop I scary i/c provid	oit 12" deep by e operwire run in ½"	excavation of all g.i pipe straight
13.	P/F surface type 3 pin 15 amps, : (S.No. 17 P.No. 11)	s.p surface plug	s socket, switch a	ns shoe unit on M	etal board.
	**************************************	1x03	166/97	Each	501/-
14.	Wiring for main with 2-7/1.35 (7/. 09, B.P.04)	9-52) pvc insulc	ited wire in 25 mm	(1") pvc condui	t fited (S.I. NO:
	1980 CAVIT 175 5 C 1985	1x80	34/36	P.Rft	6185/-
15.	Wring for man 2/17/0:36 PVC Ins	ulted wring in 2 1x200	5 mm (1") PVC ca: 30/47	sting & caping (S. P.Rft	No. 73 P.No. 08) 6049/-
16.	P/W wall bracket light fancy typ wall or ceiling etc com plete . (\$	s.i.no:5 p.33)		tu liave parki	
		1x11 No		Each	5467/-
17.	P/F wall bracket light fancy type wall or ceiling etc com plete . (§	S.I.NO:5 P.33			
	President March Construction of the Asia	1x14	497/-	Each	6958/-
18.	P/F distribution board double st onsruface (s.i.no: 8 . p.13)	nuttier to accor	nirnoadte circuit b	reaker for other \$1	mildi Jobs
		1X1.50		P.Sft	1362/-
19.	P/F bulb 100 WATTS (s.i.no: 7.p33	3) 1x12 No	os: 25/-	Each	300/-
		1717 140	J3. 231-	Eden	300/-

S.No	Item of Work	Qty	Rate	Unit	Amount
20.	P/F B.C brass holder etc as require	ed etc complete			
	HEIMAX SCHOOLS SCHOOLS CONTRACTOR	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 Swi	veling type Button	holder. (No. 02 I	No. 14)	
		1x02	25/19	P. No.	50/-
23.	Errection of ceiling fan i/c wiring o blade canopy etc as required (S.)	of down rod with 1, I.NO:3P.14)	/1.13m(3/.092)pv	c wire fixing of	regulators
		1x23	82/16	P. No.	1890/-
		1x23	82/16	P. No.  Total Rs:	
		1x23	82/16		1890/- 114988/-
S.	PART (B) NON SCHEDULE ITEM	1x23	82/16		
01.	PART (B) NON SCHEDULE ITEM Supplying & fixing 56" size Ceiling				

CONTRACTOR

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

Total Rs:

78200/-

### **Bid Evaluation Report**

1. Name of Procuring Agency: District Officer Education Works Division Ghotki.



- Tender Description/Name of work: <u>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.</u>
- 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 0.	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/-	I st	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 C	OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
2)	PROVIN	CIAL / LOCAL GOVT. / OTHER: Provincial
3)	TITLE O	F THE CONTRACT: Construction of School Building
4)	TENDER	NUMBER: 06 No:
5)	BRIEF D No: 115	ESCRIPTION OF CONTRACT: <u>Up-Gradation of M.S to H.S in Sindh 2005-06 Prog: ADP 2/1162 @ GMS Pir Bux Gabol (Electrification) Taluka M.Mathelo.</u>
6)	FORUM	THAT APPROVED THE SCHEME: P.D.W.P
7)	TENDER	ESTIMATED VALUE: Rs: 189000/-
8)		ER'S ESTIMATE Rs: 216200/- works only)
9)	ESTIMA?	TED COMPLETION PERIOD (AS PER CONTRACT): 05 Months
10)	TENDER	OPENED ON (DATE & TIME): <u>09-06-2011@ 2:00 P.M</u>
11)	NUMBER	OF TENDER DOCUMENTS SOLED: <u>03 Nos:</u>
12)	NUMER (	OF BIDS REVEIVED: <u>03 Nos:</u>
13)	NUMBER	OF BIDDERS PRESENT AT THE TIME OF BIDS: 03 Nos:
	BID EVA (Enclose a	LUATION REPORT: Attached copy)
15)	NAME AN	ND ADDRESS OF THE SUCCESSFUL BIDDER: M/S Modern Electric Works
16)	CONTRA	CT AWARD PRICE: Rs: 215036/-
17)	RAKKINO (I.E 1 <sup>st</sup> M/3	G OF SUCCESSFUL BIDDER IN EVALUATION REPORT 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
		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:

And the second second	OVING AUTHORITY FOR AWARD OF ces Department Ghotki @ M.Math	and the second of the second o	Executive	District (	Officer Works	: &
20) WHE	THER THE PROCUREMENT WAS INC	LUDED IN ANN	UAL PRO	CUREME	NT PLAN?	
21) ADVI	ERTISMENT:	Yes		No		
i)	SPPRA Website (If yes, give date SPPRA Identification	No.)	Yes		ID NO. 87	03
ii)	News Papers (If yes, give names of newspapers and	date)	Yes			
22) NATU	JRE OF CONTRACT	Domicile/	No No	Int:		
WAS	THER QUILIFICATION CRITERIA INCLUDED IN THE BIDDING / TENDI s, enclose a copy)	ER DOCUMENT	S?			
		Yes		No		
WAS	HWER BID EVALUATION CRITERIA INCLUDED IN BIDDING / TENDER s, enclose a copy)					
360,060	The second secon	Yes		No		
	THER APPROVAL OF COMPLETE AU HOD OTHER THAN OPEN COMPITAT		OBTAINE	D FOR US	SING FOR USIN	IG A
		Yes		No		
26) WAS	BID SECURITY OBTAINED FROM AL	L THE BIDDING	3?			
		Yes		No		
EVAI	THER THE SUCCESSFUL BID WAS LO LUATION BID / BEST EVALUATION B se of Consultancies)					
		Yes		No		
	THER THE SUCCESSFUL BIDDER WA INICALLY COMPETANT?	AS .				
		Yes	/	No		
	THER NAMES OF THE BIDDERS AND HE TIME OF OPENING OF BID?	THEIR QUOTE	D PRICES	WHERE I	READ OUT	
		Yes		No		
CON.	THER EVALUATION REPORT GIVEN TRACT? ch copy of the evaluation report)	TO BIDDERS B	EFORK TI	IE AWAR	D OF	
		Yes	1	No		
		-	istriet Of on Works	ficer (W&S)	Deptt:	

AT THE SEL	LECTED FRIM  No  URING AGEN JRMENT? IF SOD.  No  ADVANCE PA	M IS NOT  CY TO SO, DETAI
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LIZATION.		ATMENT
	No	
-		

Education Works (W&S) Deptt:

# DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTE:

No. DO (EWG)TC/ 2069 /2011 Dated: 11-6- /2011

To,

M/S Modern Eled Stone Government Contractor Ghotki

SUBJEC	1 2 10 B Langan	
	SMI PIN P	4.5 im RIA 2005-06 Pg.
	The Time You	Table
٤,	le le vije	
Reference	Your B-1 Tender opened on 9-6- 2	2011
	The fallowing rates quoted by you reasonable and therefore hereby amounting to Rs: 215035 /- rate	for the above mentioned work is found accepted, and also 8-1 agreements scandioned.
- 17	New composite schedule of rates Building item of 2004	@f2s:
		@its:
13	New Composite Schedule of Rates	@Rs:
2)	Bullding Hom of 2004 Schedule of Rates for Internal W/S External W/S Filting Hem 2004	@Rs.
3)	Highway Schedule of Roles 2004	@Rs:
4)	Public health Engineering Schedule Of Rates 2004	@Rs:
5)	New Electric Schedule of Rales 2004	@18: 19-01 A4
6)	Non Schedule item	OR 782000
T.	You are therefore requested to please sta work order under infimation to the Deputy complete the work in ( \$\infty\$ \text{\text{Months}}.	/=
-2	You are further directed to attend this affice	o within seven days the usue of this was rave.
3.	The stipulated date of start and complete	a fiveriors
115.5	respectively with should be read strictly	(101)
1.	. The work is to be carried out as per PW No cartage for any material which eit	D specification her arranged by or supplied by gove wit
3.	be separate.	Airchided by or supplied by govi. Wit.
4	No: premium will be allowed on Non So	thedule items
5	and A sol Anomy sond will be need	
187	Difference of Cement, Bricks, and Woo The receipt of this latter may please ba	a Work will be paid superately.
0.00		

Copy is forwarded along with selectule B to the Deputy District Officer Education Works Force information and submits progress. He should report actual date of start to this Nice 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 fruit

EDUCA ON WORKS OF

## SCHEDULE "B"

NAME OF WORK-

INTERNAL ELECTRIFICATION FOR UP-GRADATION OF MIDLE 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	Ųnit	Amount
1,	Wiring for light or fan point with 1 No. 18 P-3)	/1"13 (3//029) pvc	insulated wire PV	/C In causing ar	nd caping.(S.I
	1,0.101 0/	62 Points	538/51	P.Point	33388/-
2.	Wiring for plug point with 1/1.13 (	(3/.029) PVC insula 1x10Nos;	ted wire in casing 269/03	and casing(S.I P.Point	No.20 P-3) 2690/-
3.	Wiring for mains with 2-7/.029 PV			(S.I No.72 P-8) P.Rft	22704/-
4.	P/F A.C on way s.p 5amps switch	n flush type on a gi 1x62	A COUNTY OF THE PARTY OF THE PA	oard (s,i.no" 1p Each	The state of the s
5.	P/F flash type 2 pin 5 amps s.p p nthe wall or col: ( S.I.NO: 10 P.10)	olug socket switch			
		1x10	58/58	Each	586/-
6.	P/F double s.w board to accomsurface (S.I.NO:1P.13)	nmodate main or s	ub main control s	witch & for other	er similar jobs on
	production and action of action and production of the second	1x7.0	105/88	P.sft	741/-
7.	Fixing A.C ceiling fan regulator o				
8.	Mid steel bar fan clamps 15.8 m	1x23 Nos: dia suitable for R.0	91/30 C.C roof (S.I.No. 1)	Each P-14)	2100/-
		1x23 Nos:	141/01	Each	3243/-
9.	Providing & fixing S.W cnopy blo	1x23	44/-	Each	1012/-
10.	Providing circuit Breaker 6amps	to 63 amps s.p i/c 1x15	fixing on a preparation of the fixed of the	ared board & n/ Each	'c (S.I.NO: 1P.20) 6630/-
11.	Providing and circuit Breaker 6a 4/.20)			The second secon	
		1x01 No:	6157/06	Each	6157/-
12.	P/F Eathing set with 2x2x1/4" c from the ground level with salt type to soil earth plate to be co from the earth plate upto the m	& charcoal etc i/ nnection with no: etallic electrical s 1x01 No.	c making the pit 8 swg bare copp cary i/c providin 2570/37	1 12" deep by e erwire run in ½" g necessary Teo Each	excavation of all g.i pipe straight e. (S.I.NO.2 P.26) 2570/-
13.	P/F surface type 3 pin 15 amps, (S.No. 17 P.No. 11)	33 33 35			
22		1x03	166/97	Each	501/-
14.	Wiring for main with 2-7/1,35 (7/. 09. B.P.04)				
6600		1x80	34/36	P,Rff	6185/-
15.	Wring for man 2/17/0.36 PVC Ins	1x200	30/47	P.Rft	6049/-
16.	P/W wall bracket light fancy typ wall or ceiling etc com plete . (\$	S.I.NO:5 P.33)			
- 20		1x11 Nos:	497/-	Each	5467/-
17.	P/F wall bracket light fancy type wall or ceiling etc com plete . (\$	S.I.NO:5 P.33			
10	D/E distrib, they be and decible of	1x14	497/-	Each	6958/-
18.	P/F distribution board double st onsruface (s.i.no; 8 . p.13)		9		
20	B/E bulb 100 W *TTC /- 1 7 - 20	1X1,50	907/96	P.Sft	1362/-
19.	P/F bulb 100 WATTS (s.i.no: 7.p33	1x12 Nos:	25/-	Each	300/-
(	= A Lood				

S.No	Item of Work	Qty	Rate	Unit	Amount
00	P/F B.C brass holder etc as required	d etc complete			
20.	F/F B.C Diass ribider etc as required	- 1x36	54/79	Each	1972/-
21.	P/F Electric call bell 220/250 volts 7	0mm. (S.No. 21 P.	.No. 11)	10	
	37 (2	1x02	150/70	P. No.	301/-
22.	P/F flush type B C Brass centre Swiv	veling type Buttor	holder. (No. 02 h	No. 14)	50/-
		1x02	25/19	P. No.	
23.	Errection of ceiling fan i/c wiring of	L GOWN LCG WILL I	/1.1311(3/.072)[0	C WITE HAITING OF	regulators
	blade canopy etc as required (S.I.	1x23	82/16	P. No.	1890/-
				Total Rs:	114988/-
				TOTAL KS.	114700/-
	23				
	PART (B) NON SCHEDULE ITEM		18		
01.	Supplying & fixing 56" size Ceiling	Fans, (G.F.C & Pa	k Fan)		
01.	Supplying a mang or size coming	1x23	3400/-	Each	78200/-
				Total Rs:	78200/-
	1				

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.
- Tender Description/Name of work: <u>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.</u>
- 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 st	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

(Construct Officer

(Constru

Department Ghotki

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONSTRUCTION EVALUATION FORM

# $\frac{\text{TO BE FILED ALL PRECURING AGENCIES FOR PUBLIC CONTRACTS OF}}{\text{WORKS, SERVICES \& GOODS}}$

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 ESTIMATE 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 REVEIVED: 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. 13 M/S Doltani Electric Works, 2"d, M/S Darshan Electric Works, 3"d, M/S M.B Electric Works)  18) METHOD OF PROCUREMENT USED: (Tick one)  a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  b) SINGLE STAGE – ONE ENVELOPE PROCEDURE  c) TWO STAGE BIDDING PROCEDURE  please SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED is EMERGENCE, DIRECT CONTRACTING ETC WITH REASONS.  Distript Offficer  Education (Nyorks (W&S)) Deptt:		
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 FIDER DOCUMENTS SOLED: 03 Nos: 12) NUMER OF BIDS REVEIVED: 03 Nos: 13) NUMBER OF BIDS REVEIVED: 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. I** MyS Doltani Electric Works, 2**, M/S Darshan Electric Works, 3**, 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  DIStript Officer Education MySorks (W&S) Deptt:  Distript Officer Education MySorks (W&S) Deptt:	1)	NAME OF THE ORGANIZATION / DEPTT: Education Works (W&S) Department Ghotki
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16) CONTRACT AWARD PRICE: Rs: 694715/-  17) RAKKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (I.E 1st M/S Doltani Electric Works, 2std, M/S Darshan Electric Works, 3std, 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  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:	14	
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(I.E I <sup>SI</sup> M/S Doltani Electric Works , 2 <sup>nd</sup> , M/S Darshan Electric Works, 3 <sup>nd</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 (Works (W&S) Deptt:	16	) CONTRACT AWARD PRICE: Rs: 694715/-
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 (Works (W&S) Deptt:	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)
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 (Yorks (W&S) Deptt:	18	METHOD OF PROCUREMENT USED:- (Tick one)
c) TWO STAGE BIDDING PROCEDURE		a) 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(Yorks (W&S) Deptt:		b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e EMERGENCE, DIRECT CONTRACTING ETC WITH REASONS.  District Officer Education (Yorks (W&S) Deptt:		c) TWO STAGE BIDDING PROCEDURE
i.e EMERGENCE, DIRECT CONTRACTING ETC WITH REASONS.  District Officer Education (Yorks (W&S) Deptt:		
Chatki		i.e EMERGENCE, DIRECT CONTRACTING ETC WITH REASONS.  District Officer

Sei	vices Department Ghotki @ M.M	athelo			
20) WF	ETHER THE PROCUREMENT WAS	NCLUDED IN AN	NUAL PRO	CUREME	NT PLAN?
		Yes		No	
21) AD	VERTISMENT:				
i)	SPPRA Website				
9	(If yes, give date SPPRA Identifica	tion No.)	Yes		ID NO. 8703
			0.000		10.10.0703
			No	- V	
ii)	News Papers	11.3	Yes		
	(If yes, give names of newspapers a	and date)	No		
22) NA	TURE OF CONTRACT		180		
		Domicile/	./	Int:	
		local	V	·	
WA	ETHER QUILIFICATION CRITERIA S INCLUDED IN THE BIDDING / TE res, enclose a copy)	NDER DOCUMEN	TS?		
	007-0000000000000000000000000000000000	Yes		No	
WA	THWER BID EVALUATION CRITER S INCLUDED IN BIDDING / TENDER (es, enclose a copy)				
		Yes		No	
25) WE	ETHER APPROVAL OF COMPLETE	ALITHORITY WAS	SORTAINE	D FOR US	SING FOR LISING
	THOD OTHER THAN OPEN COMPIT				1
		Yes		No	
6) WA	S BID SECURITY OBTAINED FROM	ALL THE BIDDIN	G?		
		Yes		No	
EV	ETHER THE SUCCESSFUL BID WAS ALUATION BID / BEST EVALUATIO case of Consultancies)				
		Yes	X	No	V
	ETHER THE SUCCESSFUL BIDDER CHNICALLY COMPETANT?	WAS		y	- Line Control
10	STIMONGLE CONTENANTS	Yes	/	No	
		V 21 CONTR. SOURCE			
	ETHER NAMES OF THE BIDDERS A THE TIME OF OPENING OF BID?	ND THEIR QUOT	ED PRICES	WHERE I	READ OUT
	The second secon	Yes	V	No	
				:	
CO	IETHER EVALUATION REPORT GIV NTRACT? tach copy of the evaluation report)	EN TO BIDDERS	BEFORE TH	HE AWAR	D OF
3		Yes		No	
		7		2224	,
			District O on Works Ghotl	(W&S)	Deptt:

FOR OFFICE USE ONLY			7	
Signature & Official Stamp of Authorized Officer				
	No	-		
	Yes			
(11 yes, give biter beautifulni)	V			
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)				
	Yes		No	
37) WHERE PROPER SAFEGUARDS PROVI IN THE CONTRACT (BANK GUARINTE	DED ON MOBILIZ EED ETC.)?	ZATION AL	VANCE P.	AYMENT
	Yes		No	
36) WAS A VISIT MADE BY ANY OFFICER THE SUPPLIER'S PRIMISES IN CONNE BE ASCERTAINED REGARDING FINAL	CTION WITH THE	E PROCURN	MENT? IF S	CY TO SO, DETAILE
	Yes		No	
BLACK LISTED?		THE SELE		112 NOT
35) WAS IT ASSURED BY THE PROCURING	No G ACENCY THAT	TUE SOLO	Overn en u	410 NOT
	Yes			
(If yes, give detailed reasons)				1
34) DEVAITION FROM QUALIFICATION C	No RETERIA			
	Yes		/	
(If yes, give reasons)	. CHOL THALE.		-	
33) WAS THE EXTANSION MADE IN RES	No PONSE TIME?			
DOCUMENTS (If yes, give details)	Yes		2	
32) ANY DEVAITION FROM SPECIFICATI	ION GIVEN IN TH	E TENDER	NOTICE/	DOCUMENTS
	No			
	Yes			
31) ANY COMPLAINTS RECEIVED (If yes, result thereof)		1/2 - 88	W	

District Officer Education Works (W&S) Deptt:

#### OFFICE OF THE

# DISTRICT OFFICER EDUCATION WORKS (W&S) DEPARTMENT GHOTAL No. DO (EWG) 17/2-95 /2011 Dated //-6. /2011

To,

M/s Dollar Eles

1.12		Ghotki	**
SUBJ	IECT:	upper. & Sec. Schol	1-to Highen Decordy
		20hr) 0205.06 Prof	542 Has O Pil
			(),
Refer	ence;	Your B-I Tender opened on 9 - 6 - 20/	4
		The following rates quoted by you for reasonable and therefore hereby a amounting to Rs: 6947/57_ /- rates so	accepted, and also B-I gareement
	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: 19.157 Dec.
	6)	Non Schedule item	@Rs 1700001
	1.	You are therefore requested to please starte work order under intimation to the Deputy Discomplete the work in ( \$\infty\$ ) Months	of the work within 7 days of the issue of the strict Officer Education Works.
	2.	You are further directed to attend this office and complete tender documents.	within seven days the issue of this work care.
96	3.	The stipulated date of start and completion is respectively with should be read strictly	fixed as and
*	1.	The work is to be carried out as per PWD	specification
	2.	No cartage for any material which either be separate.	er arranged by or supplied by govt, wit
	3.	No. premium will be allowed on Non Scho	edule items.
	4. 5.	Bholar / Sui Quarry sand will be used.	142-3-3-10-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-
	.0.	Difference of Cement, Bricks, and Wood The receipt of this letter may please be a	
		mo rocorpi or misterier may piedse be d	CKHOWIedge //
		20	

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

# SECONDARY SCHOOL IN SINDH 2005-06 PROGRAMME GHS HAYAT PIUTAFI TALUKA M,MATHELO (ELECTRIFICATION).

S.No		Qty	Rate		
				Unit	Amount
1	Wiring for light or fan point with caping.(S.I No. 18 P-3)		) PVC insulate	d wire PVC I	n causing and
2	Wiring for plug point with 1/1 12 is	196	538/51	P.Point	105548/-
2000	Wiring for plug point with 1/1.13 (3 P-3)	97.029) PVC ins	sulated wire in	casing and c	asing(S.1 No.20
3	Wiring for mains with 2-7/.029 PVC	1x22 Nos: wire on PVC c	269/03 asting and cap	P.Point	5918/- P-8)
4	Wiring or main with 2(7/0.36) PVC ir	rx3300 Isulated wire i	28/38 n casing capo <sub>k</sub>		
5	Wiring for main with 2-7/1,35 (7/.9- (S.I. NO: 09. B.P.04)				
8	Wiring for mains with (2-7/1/04) 07/0	1X200 044 PVC wire o	34/36 on PVC on surfo	P.Rft ice (S.I No. 72	6872/- P-81
7	P/F.A.C on way s.p 5amps switch flu	ush type on a	32/73 given prepare	The state of the s	
8	P/F flash type 2 pin 5 amps s.p recessed nihe wall or col: ( S.I.NO; )	nlua sacket e			
9	P/F Flush surface type 3 Pin 15 Amp metal board & covered with plastic	1x22	58/58 Plug socket, sw	Each itch and shoe	1289/- unit on given
10	P/F A.C or D.C electric bell 200/250	1 v 1 n	1///07	Each	1670/-
11	P/F flush type electric bell push butt	1x02	150/70	Each	301/-
12	P/F double S.W board to accomm similar jobs on surface (S.I No.1 P-13)	1x02 Nos:	25/19 r sub main cor	Each ntrol switches	50/- and for other
13	P/F B.C brass holder etc as required	1x20 etc complete	105/88	P.Sft	2118/-
14	Fixing A.C ceiling fan regulator on S	1 - 1 20	54/79	Each	7616/-
15	P/F Mid steel bar fan clamps 15.8m	1x52 dia suitable fo	91/30 or R.c.c roof (S.I	Each .NO: 1P <sub>2</sub> 14)	4748/-
16	Errection of ceiling fan î/c wiring regulators blade canopy etc as req	of down roc uired (S.I.NO:3	141/01 d with 1/1.13m P.14)		7332/- wire fixing of
17	Providing & fixing S.W cnopy block &	1x52 k baklite celling	82/16 g rose on S.W b	Each lack.(S.R No.	4272/- 3 P-14)
18	Providing circuit Breaker 6amps to (S.I.NO; 1P.20)	1x52 63 amps s.p	· 44/- i/c fixing on	Each a prepared	2288/- board & n/c
19	Providing circuit Breaker 50 amps n/connection (S.I No.4)	1x40 to 60 amps	442/02 t.p i/c fixing	Each on a prepar	17680/- ed board &
20	P/F distribution board double shultte on surface (s.i.no: 5 p.13)	1x03 Nos: er to accommo	6157/43 odate circuit br	Each eaker for othe	18472/- er similar jobs
	BHS ar-	1x9	907/96	P. Sft	8172/-
	101				

\*.05055 · · · · · · · · · · · · · ·

4.	THE COURT OF WHITE EXECUTAL CODES DIVING COURTS	a in the around o	ar a depth of	12" or less if
	water from the ground level with salt & charce	oal etc i/c mak	king the pit	12" deep by
0.	excavation of all type to soil earth plate to be corun in ½" g.i pipe straight from the earth plate roviding necessary Tee. (S.I.NO.2 P.26)		3000 G WOOD NEW LOOK	
	1x3 No.	2570/37	Each	7711/-
22	P/F wall bracket light fancy type superior quali fixing on wall or ceiling etc complate. (S.I.NO:5		electric con	nection and
	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 A	mps i/c fixing on	prepared boo	ard.
	1x1 Nos:	8038/25	Each	8083/-
26	P/F Circuit breaker 200 Amps T/P i/c fixing on pre	pared board.		ASSESSMENTS
	1x1 Nos:	17206/06	Each	17206/-
			Total Rs:	440382/-
	PART (B)			- Al THE
	TANTO			
01	Supplying Ceiling Fans 56" size	T	3	

1x50

3400/-

Each

170000/-

Total Rs: 170000/-

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/-	I <sub>21</sub>	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

Chotki @ 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: <u>AOR/SR Repair Renovation GHS Gulu Pital</u> (Electrification Work) Taluka M.Mathelo.
6) FORUM THAT APPROVED THE SCHEME: <u>D.D.W.P</u>
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): $\underline{09\text{-}06\text{-}2011}$ @ 2:00 P.M
11) NUMBER OF TENDER DOCUMENTS SOLED: 03 Nos:
12) NUMER OF BIDS REVEIVED: 03 Nos:
13) NUMBER OF BIDDERS PRESENT AT THE TIME OF BIDS: <u>03 Nos</u> ;
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
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

Serv	ROVING AUTHORITY FOR AWARD ices Department Ghotki @ M,M	OF CONTRACT athelo	Γ: Executiv	ve District (	Officer Works &
20) WHE	THER THE PROCUREMENT WAS I	NCLUDED IN A	NNUAL PR	COCUREMEN	NT PLAN?
01\ A D.V	Engues (Extended	Yes		No	V
21) ADV	ERTISMENT:				
i)	SPPRA Website (If yes, give date SPPRA Identificat	ion No.)			
			Yes	V	ID NO. 8703
145			INO		
ii)	News Papers (If yes, give names of newspapers at	nd date)	Yes		
72) NATI	JRE OF CONTRACT		No	V	
22) NATO	JKB OF CONTRACT	Domicile/ local		Int:	
WAS	THER QUILIFICATION CRITERIA INCLUDED IN THE BIDDING / TEN , enclose a copy)	DER DOCUMEN	VTS?		
		Yes		No	
WAS	IWER BID EVALUATION CRITERIA INCLUDED IN BIDDING / TENDER , enclose a copy)	A			
		Yes		No	
25) WHET METH	THER APPROVAL OF COMPLETE A IOD OTHER THAN OPEN COMPITA	UTHORITY WA	S OBTAIN	ED FOR USI	NG FOR USING A
		Yes		No	
6) WAS B	ID SECURITY OBTAINED FROM A	LL THE BIDDIN	G?		27
		Yes		No	
EVAL	HER THE SUCCESSFUL BID WAS L UATION BID / BEST EVALUATION of Consultancies)	OWEST BID			
		Yes		No	
8) WHET TECHI	HER THE SUCCESSFUL BIDDER W NICALLY COMPETANT?	AS	0.000		
		Yes	/	No	
9) WHET AT TH	HER NAMES OF THE BIDDERS AN E TIME OF OPENING OF BID?	D THEIR QUOT	ED PRICES	WHERE RE	AD OUT
		Yes		No	
CONTI		N TO BIDDERS I	BEFORE TH	HE AWARD	OF
(Attach	copy of the evaluation report)				
		Yos	4	No	
			-	m, 1	
		/ T	Vintuia (	CC -	
			District O	(W&S) D	

<ol> <li>ANY COMPLAINTS RECEIVED (If yes, result thereof)</li> </ol>	Yes			
	1		_	
32) ANY DEVAITION FROM SPECIFICAT DOCUMENTS (If yes, give details)	ION GIVEN IN TI	HE TENDER	NOTICE /	DOCUMENTS
2 2 30	Yes			
	No		/	
<ol> <li>WAS THE EXTANSION MADE IN RES (If yes, give reasons)</li> </ol>	PONSE TIME?			
	Yes			
	No	/		
34) DEVAITION FROM QUALIFICATION C (If yes, give detailed reasons)	RETERIA			
	Yes			
25.114.6	No	V		
35) WAS IT ASSURED BY THE PROCURING BLACK LISTED?	G AGENCY THAT	THE SELEC	CTED FRI	M IS NOT
	Yes	V	No	
37) WHERE PROPER SAFEGUARDS PROVI IN THE CONTRACT (BANK GUARINTE	DED ON MOBILIZ ED ETC.)?	ZATION AD	VANCE PA	AYMENT
			10	
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	(			
	Yes			
	No		/	
ignature & Official Stamp of Authorized Officer	-			
FOR OFFICE USE ONLY				
	(	Diet	richom	, ,

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

No, TC/EWG/2605, 2010 Ghotki Dated /4// /2010.

To,

MS Aba Balcon Elect,

AOR De R Remoder & GHS Gala Pitets Etect.

Reference:

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

The rate quoted by you for the above mentioned work at 19.10% Above (Rupees Niola Par) one Zesso 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/88/ 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 respectively.

The work to be carried out as per PWD specification.

No cartage for any material either arranged by you or supplied by a Govt: will paid 2)

3) No premium will be-allowed on any Non-Schedule items involving of cement

41 No escalation of coment 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. C LEHOTKI

#### Copy forwarded with compliments to:

The Executive District Officer Works & Services Shotki @ M.Mathelo for favour of information. The Deputy District Officer Education Works Belong 54/c 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.

EDUCATION WORKS (W&S) Deptt.

# 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 for point will	H- 1 (11112 to 1000			
	Wiring for light or fan point wit capping.(S.I No. 18 P-3)	m 1/1 13 (3//029	) pvc insulated v	wire PVC In co	using and
2.	Wiring for plug point with 17	108	538/51	P.Points	58159/-
10-1	Wiring for plug point with 1/1. P-3]	13 [3/.029] PVC ii	nsulated wire in	casing and co	asing(S.I No.20
3.	Wiring for mains with a 77 occ	1x14Nos:	269/03	P.Point	3766/-
30968	Wiring for mains with 2-7/,029	PVC wire on PVC	Casting and co	ping (S.I No.7	2 P-8)
4.	Widoo for and the orange	1×600	28/38	P.Rft	45408/-
-1+	Wiring for main with 2-7/1.35 (S.I. NO: 09, B.P.04)	(//.9-52) pvc inst	Jated wire in 25	mm (1" ) pv	conduit fited
5.	P/E A C on ways o Same	1X500	34/36	P,Rft	17180/
1000	P/F A.C on way s.p 5amps swi	ich ilush type on 1x108	a given prepar	ed board ( s.i	
6.	P/F flash type 2 pin 5 amps s.p	plua sacket swi	34/38 itch and shootin	Each	3713/-
	recessed nthe wall or col: ( S.I	NO: 10 P.10) (P.N	No.11, S.No.17)	iii ori brebare	a boara
7.		1714	EO/EO	Each	820/
.V.1	P/F Flush surface type 3 Pin 15	Amps, S.P surfac	e Plug socket,sv	vitch and shoe	
	metal board recessed in the v	valls or columns ( 1x03	and covered wil	h plastic shee	1.
8.	P/F double S.W board to acco	nmodate main	166/97	Each	501/-
	similar jobs on surface (\$.1 No.1	P-13)	OL 200 LUCIU COL	iiroi swiiches	and for other
9.	P/F B,C brass holder etc as rec	1x07	105/88	Each	741/-
	The ore programming a left of left	1x58			
10.	Fixing A.C ceiling fan regulato	r on S.W board F	54/79 P No: /14 S No 11	Each	3178/-
		1x34 Nos:	01/30	file on the	3104/-
11.	Providing & fixing S.W cnopy b	lock & baklite ce	elling rose on S.W	black (S.R.Na	3104/-
10		1 X 3/1	- 1.1.1	(C) 1-	The second secon
12.	Providing circuit Breaker 6am (\$.I.NO: 1P.20)	ps to 63 amps	s.p 1/c fixing or	a prepared	board & n/c
13.	D/E Charithand and	1×18	442/02	Each	7956/-
1.2.	P/F Circuit breaker 200 Amps T	/P i/c fixing on pr	epared board."		USITA:
14.		1-X(1)	177074704	Each	17206/-
	P/F distribution board double : jobs onsruface ( s.i.no: 5 , p.13)	snutter to accon	nmodate circuit	breaker for o	ther similar
15.	B/E circuit Benedic 200	1x6.0	907/96	P.Sft	5448/-
100-	P/F cîrcuit Breaker 100 amps 1, S.No. 4)	14 i/c fixing on pi	repared board 8	& N/connection	on (P.No.20
16.	B/E Failing and the age	1x02 Nos.	9138/25	Each	18277/-
10.	P/F Eathing set with 2x2x1/4" of water from the ground level vexcavation of all type to so copperwire run in ½" g.i pipe scary. i/c providing peoperatus	il earth plate to straight from th	odi etc i/c mc be connection e earth plate ii	at a depth o	f 12" or less if 12" deep by
	scary i/c providing necessary	166. (2.1.NO.2 P.2	(6)^		
		1x02 Nos:	2570/37	Each	5141/-

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.No	Item of Work	Qty	Rate	Unit	Amount
17/	P/F energy saver 24 Walts on Ex	istina holdor			
18.		1853	497/-	Each	26341/-
	P/W wall bracket light fancy typ fixing on wall ar ceiling etc com	e superior qual plete . (\$.I.NO;	ity i/c necessar 5 P.33	y electric con	nection and
19,	P/F bulb 100 watts : 7 P-33)	1x14 Nos:	497/-	Each	6958/-
0.	P/F Wiring for main with 2-7/044	1x08 Nos: PVC insulted (S.	25/-   No.8,9 No. 73	Each	200/-
21.	P/F on prepared board include	hus bars with 2	37/86	Each	9465/- 9 mm x 4 m
2	ciamber of	1×01	20 X 254 M /2" )	K 10 (S.01 No. 0	16-P-18).
2.	Wiring for main with 7/036 PVC in	nsulled wire in c 1x500	asing & cappir 30/47	ng. (P.No. 8,5 S P.Rff	5.No. 73] 15235/-
	PART "B"		Ĭ	Total Rs:	253442/-
	Supplying 56" size ceiling fan etc	complete			
		1x02 Nos.	3400/-	Each	6800/-
	*			Total Rs:	6800/-
	18	93.0			0000/*
	4				

CONTRACTOR

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