

G.R. P.W.D. Nos. 7938 of 6-4-35

FORM B-1

56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-P/37 of 4-11-37 (P.W.D.) No. S-173, 2-W of 22-2-30, G. Rs. (P.W.D.) No. 1038-1 of 22-2-37 12-10-44 and 2-5-44 654-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.

PUBLIC WORKS DEPARTMENT

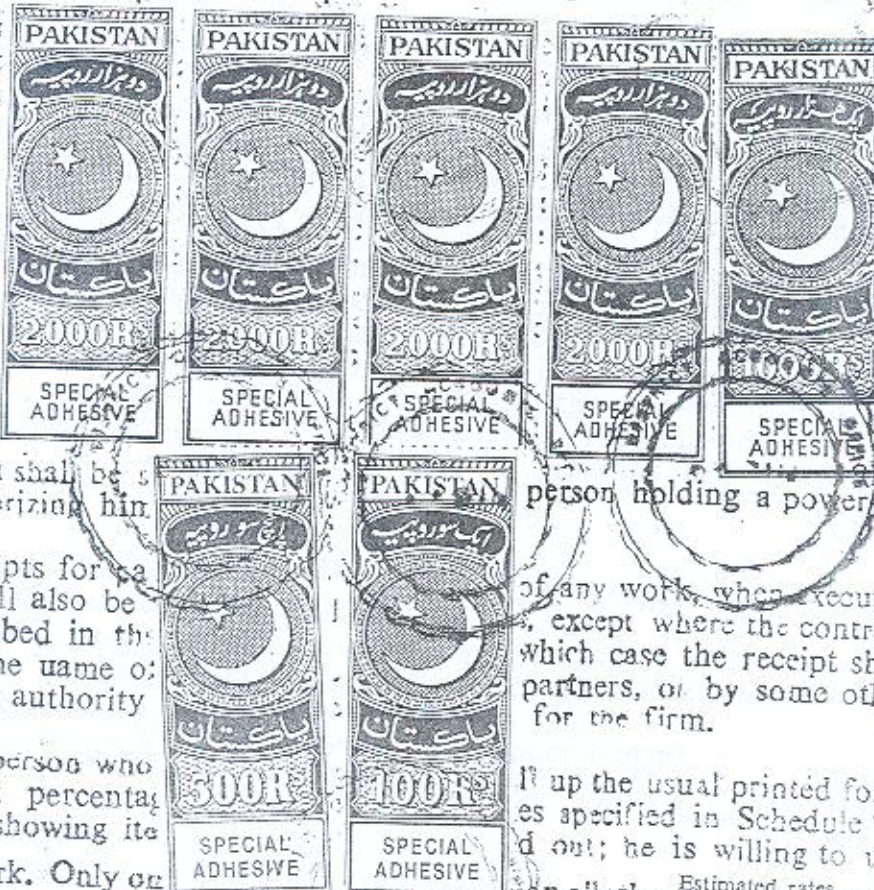
Highway CIRCLE Hyderabad  
Highway DIVISION Badli

Name of work: Repair/Rehabilitation of match  
Chulayullah from mile 70-11/0  
Gucca Shoulders/Cat Trenches/Road 8 ft wide  
Thermoplastic paint/1 kilo Material for works  
Boards of Village Panchayat Commission  
Boards etc. Complete.

General Rules and Directions for the Guidance of Contractors

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

This form for submitting at work, also the amount and the percentage of a refund granted. Contractors shall be liable for the amount of the work, and the Executive



for the tenders to be held in the office of the Executive Engineer

of the person holding a power of

2. In the case of a firm, it shall be signed by any partner, or by an attorney authorized in writing by the firm.

3. Receipts for the work shall also be signed by the contractor or by some other person having authority to sign on behalf of the contractor.

4. Any person who states that he is willing to undertake the work, shall also state at what percentage of the estimated rates he is willing to undertake the work. Only one tender shall be accepted.

of any work, when executed, except where the contract provides otherwise, which case the receipt shall be signed by the contractor or by some other person having authority to sign on behalf of the contractor.

5. The usual printed form of invitation to tender shall be filled up by the contractor and submitted to the Executive Engineer. The contractor shall also state in the form whether he is willing to undertake the work at the estimated rates or at the scheduled rates.

6. 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.

7. The Executive Engineer or his duly authorized Assistant shall open the 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 event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

CONTRACTOR

Executive Engineer  
Highway Division

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work

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

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

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

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P. W. D. circular Memo No. 1013 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Engineer,  
Highway Division Badi

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

CONTRACTOR

Executive Engineer,  
Provincial Division  
Executive Engineer,  
Division

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

*As per*  
*Contract*  
*Small*

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

*[Signature]*  
**CONTRACTOR**  
 Signature of Contractor)

*[Signature]*  
 Executive Engineer  
 (Signature of Division)  
 Assistant Engineer

Note—To be continued on additional sheets if necessary

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G.R. P.W.D. Nos. 7938 of 6-4-35  
56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 383-P/37 of 9-11-37  
(P. D.) No. S-173, 2-W of 22-2-30.  
G. Rs (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 646-W of 22-2-39  
12-10-44, and 2-5-44, 65-W 1038/11-1 of  
28-3-49, 1-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Highway CIRCLE Jafar  
Highway DIVISION Badin

Name J.W.D. Department of Bahawal  
Pakistani for na

Mehar Mouths Shantla  
Percentage Rate Tender and Contract  
for works  
Kod me 70-1/0.

3838  
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General Rules and Directions for the Guidance of Contractors



of the several tenders in a comparative manner... identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited in the contractor making the tender, on his giving a receipt for the return of the money.

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

CONTRACTOR

Executive Engineer  
Provincial

a con- shall tive so far as applicable, and in default thereof to forfeit and pay to Govern- ment the sum of money mentioned in the said conditions.

Receipt No. 151513R dated 9-4-70/1 from Government Treasury or sub-Treasury at ~~the Bank of Punjab~~ <sup>the Bank of India</sup> in ~~the name of the State of H.P.~~ <sup>the name of the State of H.P.</sup> 110,000/- is herewith forwarded representing the earnest money ~~(or) the full value of~~ which is to be absolutely forfeited to Government should ~~we~~ not deposit

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 110,000/- shall be retained by Government on account of such security deposits as aforesaid; or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions. \*\*

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

(Witnesses \*\*\*)

(Address)

(Occupation)

The above tender is hereby accepted by me on behalf of the Governor of Sindh. Rs. 59,22,000/- (Rs. Fifty Nine Lacs Twenty Two Thousand) Value of Sanctioned work Rs. 58,44,380/- (Rs. Fifty Eight Lacs Forty Four Thousand Three Hundred Eighty) Division for his duty and ~~Executive Engineer~~ <sup>Executive Engineer</sup> Provincial Highway Division ~~M. BADIN~~

\*Amount to be specified in words and figures

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

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

\*\*Signature of contractor before submission of tender

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

Signature of the officers by whom accepted.

Condition of Contract

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

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

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CONTRACTOR

Executive Engineer Provincial Highway Division

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

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

As per separate sheet

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

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

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

Signature of Contractor

Executive Engineer  
 Signature of Divisional Engineer  
 B.A.S.I.N.

Note—To be continued on additional sheets if found necessary

Issued to m/s Faiz & Co. vide L.R. No. 80 Dtd 8. 11-4-71.

SGP (Khp.) L. No. 10.-11-94 -50,000 L.F. of 8 ls. each.

P.W.D. 287

G.R. P.W.D. Nos. 7938 of 6-4-35  
56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 383-P/37 of 8-11-37  
(P.W.D.) No. S-173, 2-W of 22-2-30.  
G. R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 654-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.

FORM B-1

PUBLIC WORKS DEPARTMENT

Highway CIRCLE Hyderabad

Highway DIVISION Badli

Name of work: Const. of road from  
Indho fangia to

Rasid Arain Percentage Rate Tender and Contract  
for works.

70-1/0.

Estimate number for the work 4/ways.

3838  
28/8/11

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.



earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

CONTRACTOR

Executive Engineer  
Provincial Engineer Hyderabad

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

Receipt No. 3402892 dated 7-4-2011 from Government Treasury or sub-Treasury at Baluchistan Head Office respect of the sum of Rs. 200,000/- is herewith forwarded representing the earnest money (a) the full value

\*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should we not deposit

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 200,000/- shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions. \*\*

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

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

\*\*Signature of contractor before submission of tender

(Witnesses \*\*\*)

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

(Address)

(Occupation)

*CONTRACTOR*

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

The above tender is hereby accepted by me on behalf of the Governor of Sind. No. 8597007. *Estimate* *Rs. Eighty Five Thousand Seven Hundred and Eighty Six* Executive Engineer, Division for his *Provincial Highway Division*

Dated the \_\_\_\_\_ day of \_\_\_\_\_ BADIN 100

Condition of Contract

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

*CONTRACTOR*

Executive Engineer  
Provincial Highway Division  
BADIN

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*Rs. 9.00*  
*Rs. 0.18000*

*Rs. 0.45000*

*Rs. 0.27000*

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by and full annexed hereto



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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share of Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

Divisional Engineer,  
Highway Division Badi

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

Contractor.

Executive Engineer,  
Provincial Highway Division  
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Division

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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	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	Ps.		
<p><i>See page 15 of Sheet # 1</i></p>						

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

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

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

**CONTRACTOR**  
Signature of Contractor  
*[Signature]*

Executive Engineer  
Signature of Executive Engineer  
Assistant Engineer

Note—To be continued on additional sheets if found necessary



SCHEDULE A

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

Item No

Place of delivery

Rate at which the materials will be charged to the contractor

Particulars



*[Handwritten signature]*

*[Handwritten signature]*

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

(Signature of contractor)

(Signature of Engineer-in-charge)

PAKISTAN

Note  
Note  
Note



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

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

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

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

Tender for Works

I/We hereby tender for the execution, for the Governor (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at <sup>11.87</sup> 11.87 <sup>54.00</sup> 54.00 percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

\*In Figures as well as in words.

(e) If several sub-works are to be done they should be done in a separate lot.

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paragraph 10 of the conditions of contract.

(d) The deposit at all the items given with these conditions shall be taken from the same source.

(f) This percentage, where no separate deposit is taken, will vary from 5 percent to 10 percent according to the nature of the work, where such deposit is taken. See note 1. Clause of a contract.

- (a) General description *Construction of road from Jangoon to Kanchik (see map)*
- (b) Estimated cost *Rs. 9.00 Lacs*
- (c) Earnest money *Rs. 0.18 Lacs*

- (f) Security deposit—(including earnest money) *Rs. 2.45 Lacs*
- (e) Percentage, if any, to be deducted from bills (Rupees *Three*) percent.

(f) Time allowed for the work from date of written order to commence *8 C (1/2)* months.

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

*Es. Executive Engineer*  
*PROVINCIAL ENGINEER & DISTRICT*  
*BADIN*

*COMMISSIONER*

SCHEDULE A

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

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



Rs. 500/-  
 Ps. 500/-

*Direct Bill out*

*As per separate*

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

(Signature of Contractor)

(Signature of Engineer-in-charge)  
 Provincial Engineer  
 B.A. 11

Certificate for concessionary freight charges for the Railway.

Procedure of acceptance of tenders when tendered rates are same.

Recovery of dues from contractor as arrears of Land Revenue.

Partnership of M.L.A's for

Payment of Sale Tax.

Interest or share Government servant in the work.

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

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

Clause 47.--Any sum due to the Government by the contractor shall be liable for recovery 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.

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

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

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

When the sanctioning authority for the tender is:-

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

Clause 52.--If any question, difference or objection whatsoever shall arise in any way connected 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 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 matter 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, 1957, and subsequent orders issued in this connection.

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

~~Executive Engineer~~  
~~Provincial Highways Division~~  
~~Engineering~~  
~~Division~~

~~COMMISSIONER~~



(a) If several sub-works are included in a tender, it is a separate bid.  
 (b) The amount of earnest money to be deposited shall be in accordance with the provisions of clause 12 of the bye-laws.  
 (c) This portion of the earnest money shall be in accordance with the provisions of clause 12 of the bye-laws.  
 (d) This portion of the earnest money shall be in accordance with the provisions of clause 12 of the bye-laws.  
 (e) This portion of the earnest money shall be in accordance with the provisions of clause 12 of the bye-laws.

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

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.  
 9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.  
 8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.  
 7. No receipt for any payment alleged to have been made by contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

**Tender for Works**

- (a) General description: *Memorandum of work of Bilkan Milk Shikhar and Milk etc - 1/2*
- (b) Estimated cost: *Rs. 5.50 (M)*
- (c) Earnest money: *2% - Rs. 0.110 (M)*
- (d) Security deposit (including earnest money): *5% - Rs. 0.275 (M)*
- (e) Percentage, if any, to be deducted from bills (Rupees *three*): *3% - Rs. 0.165 (M)*

(f) Time allowed for the work from date of written order to commence: *8 (Eight) months.*

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