

Ground Earth Filling on Pir Aali Shah Stadium Badin.

M/S Syed Bachal Shah and Son, D.R. 31 dated 20-4-2011 Rs 3000/-

FORM B-2

P.W.D. 286-e

- G. R. No. 56-1, dt. 8-4-36.
- G. R. No. 1028-1, dt. 20-7-39.
- G. R. No. S-85/23-A, dt. 14-10-41.
- G. R. No. 654-w, dt. 22-6-42.
- G. R. No. S. 30/20-1, dt. 22-11-43.
- G. R. No. 1036-1, dt. 2-5-44.
- G. R. No. 1038-1-1, dt. 28-2-49.
- G. R. No. 5647-w, dt. 12-12-50.
- G. C.M. No. 1549-w, dt. 27-9-37.
- G. C.M. (P. and M. Deptt.), No. 383-P/27, dt. 9-11-37.
- G.M. No. S-173/2-w, dt. 18-12-37.
- G.C.M. No. 1019-1, dt. 9-5-46.

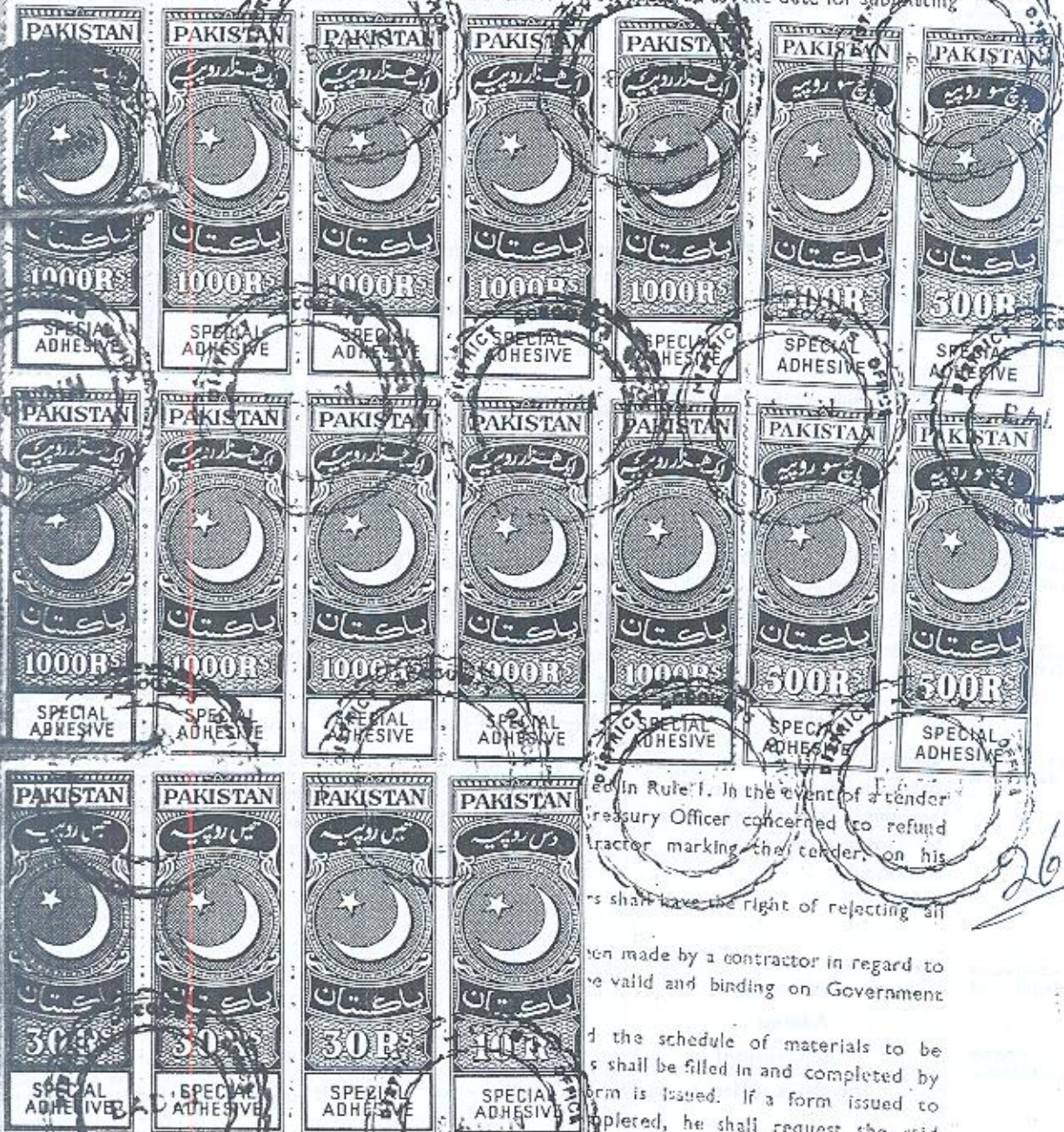
EDWARDS PUBLIC WORKS DEPARTMENT
D.O. Bldg, Badin CIRCLE DIVISION

Items Rate Tender and Contract for Works.

General Rules and Directions for the Guidance of Contractors.

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

This form will state the work to be carried out and the date for submitting



In Rule 1. In the event of a tender being refused by the Treasury Officer concerned to refund the contractor marking the tender, on his

the contractor shall have the right of rejecting all

work made by a contractor in regard to the contract shall be valid and binding on Government

and the schedule of materials to be used shall be filled in and completed by the contractor when the form is issued. If a form issued to a contractor is not completed, he shall request the said contractor to complete his tender.

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

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

VPGP, Kar. - L (11) 237-50,000-3-66.

M/S Syed Bachal Shah & Sons

DISTRICT OFFICER BUILDINGS BADIN.

Conditions of Contract.

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

Security deposits.

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 but less than Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 and over, of the receipt by him of the notification of the acceptance of his tender] deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient which with the amount of the earnest money deposited by him his tender will make up the full security deposit specified in the tender; or B [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount* to per cent. of all moneys so payable, such deductions to be held Government by way of security deposit.] Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such a case, if the such sum as will (with the earnest money deposited by him) amount* to per cent. of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent. by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any

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notsoever, and in the event of his security deposit reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten day thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale 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.

If the amount of the security deposit to be paid in lump within the period specified (A) above is not paid the tender/contractor already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit pledged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall exercise his discretion to refund deposit to the contractor either within three months from the date of completion of the work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

Compensation for delay.

1/3 of the work in	↑	of the time
1/3 do.		do.
2/3 do.		do.

done,

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

(e) will be the same percentage as that in the tender at (e). The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements, if it is fixed per cent. and the security deposit only amounts to 5 per cent. of the estimated work then 3 per cent. should be deducted every payment, if the percentage is fixed at 10 per cent. and the security deposit only amounts to 6 per cent then 4 per cent should be deducted so on.

Signature
CONTRACTOR
Vs Syed Bachal Shan & sons

Signature
DISTRICT OFFICER
BUILDINGS
BADIN.

Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale at the risk and account of the contractor in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

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

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

Where time has been extended under this or any other clause of this agreement, the contractor and all clauses of the contract shall continue to be operative during the extended period.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed for the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, door, windows, walls, floors, or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7-A.—In the case of silt clearance and other excavation works of channels, after the measurements are finally recorded and checked by a competent authority, the contractor shall no notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove 'bundhis' and profile ridges with the designed channel section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on removing such 'bundhis' and profile ridges shall be deducted from any money due to the contractor or from his security deposit. The time taken by the contractor in removing 'bundhis' and profile ridges shall not be counted towards the period stipulated for the completion, of the contract work.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees, five hundred, the contractor shall, on submitting bill therefor, as prescribed in clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the

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M/s Syed Baqar Shah & Sons

DISTRICT OFFICER
BUILDINGS
BADIN.

Extension of time.

Final certificates.

Contractor to Remove bund his and profile Ridges.

Payments on Interim certificates to be regarded as advance.

... or on the site of the work during office hours, and the contractor shall, if he so require, at his own expense to make or cause to be made copies of the specifications, and of such designs, drawings and instructions as aforesaid.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him to be necessary or adviseable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate shall by notice in writing be at liberty to cancel his order to carry out such class of work or to direct the contractor to carry it out in such manner as he may consider adviseable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, the contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Alterations in specifications and designs not to invalidate contracts.

Extension of time in consequence of alterations.

Rates for works not entered in estimate, or schedule of rates of the district.

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

No compensation for alteration in, or restriction of, work to be carried out.

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

Time limit for unforeseen claims.

Clause 17.—If at any time before the security deposit is refunded to the contractor it shall apply to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the material or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by

Action and compensation payable in case of bad work.

M/S.
CONTRACTOR

DISTRICT OFFICER
BUILDINGS
BADIN.

M/s Syed Bachal Shah & Sons

Clause 40.—No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are unclusive for hard or crooked soil, excavation mud, sub-soil water or water standing in borrow pits, and no claim for and extra rate shall be entertained, unless otherwise expressly specified.

Claim for Compensation for delay in the execution of work, Entering upon or commencing any portion of work,

Clause 41.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed and employment of donkeys or other animals,

Clause 42.—(I) No contractor shall employ any person who is under the age of 12 years.

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

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

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

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

Pakistani timber to be used.

Clause 43.—As far as possible Pakistani timber shall be used by the contractor and where for any reason this is not practicable preference shall be given first to Burma and then to other British Empire Timbers.

Certificate for Concessionary freight charges from the Railway.

Clause 44.—If any materials, such as stone, metal, bajris and 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 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.

Procedure for acceptance of tenders when tendered Rates are the same.

Clause 45.—When tendered rates are the same preference will be given, at the discretion of the accepting authority, to those who tender for the carting or materials by vehicles having pneumatic tyres.

Recovery of dues from contractors as arrears of land revenue.

Clause 46.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Partnership of M. L. to be forbidden.

Clause 47.—Certified that no member of Legislative Assembly is in partnership with me and 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.

Interest or share on Government servants in the work.

Clause 48.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Payment of Sales-Tax.

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


Contractor


DISTRICT OFFICER
Executive Engineer,
BUILDINGS
Division.....
SAJIN.

M/s Syed Bachal Shah & Sons


SCHEDULE B

Memorandum showing Items of Work to be carried out

Item No.	Quantities estimated but may be more or less.	Item of Work.	Tendered rates.		Unit.	Total amount according to estimated quantities.
			In figures.			
			Rs.	Paisa		

NOTE—All work shall be carried out as per Public Works Department Hand-book and other specifications of the Division or as directed.


CONTRACTOR
(Signature of Contractor).


DISCHARGE ENGINEER
(Signature of BUILDINGS ASSISTANT ENGINEER)

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

M/s Syed Bachal Shah & Sons

OFFICE OF THE DISTRICT OFFICER, BUILDINGS BADIN.

No.TC/G-55/ **565** /of 2011

dated :- **25-4** -2011.

To,

M/S Syed Bachal Shah & Sons
Government Contractor.
Hvderabad.

SUBJECT:- WORK ORDER FOR THE WORK OF GROUND EARTH FILLING IN PIR AALI SHAH STADIUM BADIN (B-II TENDER) (PRODUCTION BONUS FUNDS).

REF'NCE:- Your Tender dated 20.04.2011.
B-1/2 tender for the aforementioned work being is hereby accepted at Quoted rate Amounting to Rs:4831818/- (Forty Eight Lac Thirty One Thousand Eight Hundred & Eighteen) for Civil Work Non-Schedule Items.

Your are hereby directed to pleased attend this within 10 days to complete the tender documents. The approval and acceptant of your offer is subject to the following conditions.

1. No premium shall allowed on Non-Schedule items.
2. No separate payment for carriage of materials will be made and the rates quoted by you covers the of carriage of materials involved in the execution of the item work.
3. All materials required/procured & brought to site of work shall be got instated & approved before use.
4. No payment of extra items will be made unless return order is given to you by the District Officer for execution of extra items.
5. In case of Schedule items the description of items given in the Schedule "B" are same given in the relevant sanction Schedule rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is **12(Twelve)** Months will be reckoned with effect from the actual dated of start of the work to be started within SEVEN DAYS from the date of issue. This letter the earnest money deposit by you with tender shall stand forfeited to Government n in case you fail, to start of work.
8. The shall be carried out in conformity with the nomenclature of the items & approved Specification and shall be got tested to be stratification of the department.
9. You will have obtain the completion fitness/take over certificate from the in charge of the building and submit the this office through Deputy District Officer Buildings Badin. with the final bill. The payment of final bill will not released without certificate.

You are directed to please contact the Deputy District Officer Buildings Badin, for necessary instructions regarding execution of work.

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DISTRICT OFFICER
BUILDINGS
BADIN

Copy forwarded to the Deputy District Officer Buildings Badin, for information & necessary action. The actual date of start of work may please be intimated soon after start of work. He should punctually submit fortnightly progress report.

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DISTRICT OFFICER
BUILDINGS
BADIN

gymnasium hall in Pir Ashi Sher Stadium
at Badin.

M/s Syed Bachal Shah and Sons D.R. 31.
dated 25.4.2011
P.W.D. 286-8
Rs. 3000

FORM B-2

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E DOWNS Badkn.
D. O. Bldg. Badkn.

PUBLIC WORKS DEPARTMENT
CIRCLE
DIVISION

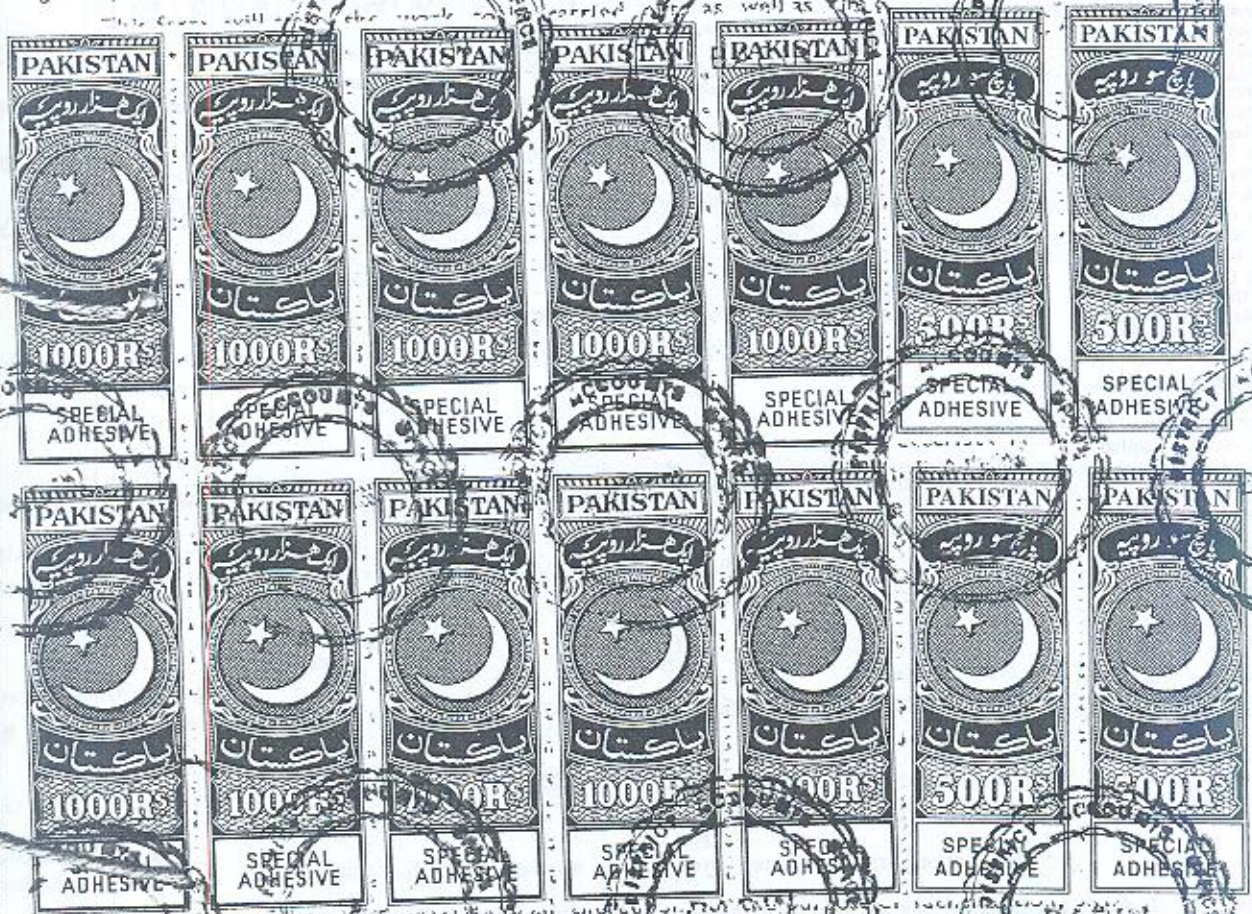
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Items Rate Tender and Contract
for Works.

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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 25.4.2011 being up in the office of the Executive Engineer and signed by the Executive Engineer.



...fications and other documents mentioned in Rule 1. In the event of a tender the Divisional officer shall authorize the Treasury Officer concerned to refund the earnest money deposited to the contractor marking the tender, on his for the return of the money.

Officer competent to depose of the tenders shall have the right of rejecting all tenders.

except for any payment alleged to have been made by a contractor in regard to acting to this tender or the contract shall be valid and binding on Government and by the Executive Engineer.

memorandum of work to be tender for and the schedule of materials to be of the Public Works Department and their rates shall be filled in and completed by the Executive Engineer before the tender form is issued. If a form issued to a contractor has not been so filled in and completed, he shall request the said officer to have this done before he completes and delivers his tender.

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

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

WPGP, Kar.—L (iii) G-237—59,000—8-66.

M/s Syed Bachal Shah & Sons

DISTRICT OFFICER
BUILDINGS
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Security deposit.

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Notwithstanding whatsoever, and in the event of his security deposit reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale 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.

If the amount of the security deposit to be paid in lump within the period specified at (A) above is not paid the tender/contractor already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall exercise his discretion to refund deposit to the contractor either after three months from the date of completion of the work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

Compensation for delay.

†	1/4 of the work in	†	1/4 of the time
	1/2 do.		1/2 do.
	3/4 do.		3/4 do.

done.

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

*This will be the same percentage as that in the tender at (e).
†The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements, e. g. if it is fixed per cent. and the security deposit only amounts to 5 per cent. of the estimated cost of the work then 3 per cent. should be deducted every payment, if the percentage is fixed as 10 per cent. and the security deposit only amounts to 6 per cent then 4 per cent should be deducted so on.

Syed Bachal
CONTRACTOR
M/s Syed Bachal Shan & sons

Syed Bachal
DISTRICT OFFICER
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BADIN.

Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor falling to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale at the risk and account of the contractor in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

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

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

Where time has been extended under this or any other clause of this agreement, the contractor and all clauses of the contract shall continue to be operative during the extended period.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed for the premises in which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, door, windows, walls, floors, or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees, five hundred, the contractor shall, on submitting bill therefor, as prescribed in clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the

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DISTRICT OFFICER
BUILDINGS
BADIN.

Extension of time.

Final certificates.

Contractor to Remove
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Payments on Interme-
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regarded as advance.

office, or on the site of the work during office hours, and the contractor shall, if he so require, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate shall by notice in writing be at liberty to cancel his order to carry out such class of work or to arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

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

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

Clause 17.—If at any time before the security deposit is refunded to the contractor it shall apply to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the material or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by

Alterations in specifications and designs not to invalidate contracts.

Extension of time in consequence of alterations.


Rates for works not entered in estimate, or schedule of rates of the district.

No compensation for alteration in, or restriction of, work to be carried out.

Time limit for unforeseen claims.

Action and compensation payable in case of bad work.


CONTRACTOR


DISTRICT OFFICER
BUILDINGS
BADIN.

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Clause 40.—No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are unclusive for hard or crooked soil, excavation mud, sub-soil water or water standing in borrow pits, and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Clause 41.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Clause 42.—(I) No contractor shall employ any person who is under the age of 12 years.

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

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

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

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

Clause 43.—As far as possible Pakistani timber shall be used by the contractor and where for any reason this is not practicable preference shall be given first to Burma and then to other British Empire Timbers.

Clause 44.—If any materials, such as stone, metal, bajris and 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 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 45.—When tendered rates are the same preference will be given, at the discretion of the accepting authority, to those who tender for the carting or materials by vehicles having pneumatic tyres.

Clause 46.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause 47.—Certified that no member of Legislative Assembly is in partnership with me and 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 48.—Certified that no Government servant has directly or indirectly a share or interest in the work.

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

Claim for Compensation for delay in the execution of work,

Entering upon or commencing any portion of work,

Minimum age of persons employed and employment of donkeys or other animals,

Pakistani timber to be used.

Certificate for Concessionary freight charges from the Railway.


Procedure for acceptance of tenders when tendered Rates are the same.

Recovery of dues from contractors as arrears of land revenue.


Partnership of M. L. to be forbidden.

Interest or share on Government servants in the work.

Payment of Sales-Tax.


Contractor: **TRACTOR**

M/s Syed Bachal Shah & Sons


DISTRICT OFFICER
Executive Engineer,
BUILDINGS
Division.....
BADIN.


SCHEDULE B

Memorandum showing Items of Work to be carried out

Item No.	Quantities estimated but may be more or less.	Item of Work.	Tendered rates.		Unit.	Total amount according to estimated quantities.	
			In figures.				In words.
			Rs.	Paisa			

NOTE—All work shall be carried out as per Public Works Department Hand-book and other specifications of the Division or as directed.


CONTRACTOR
 (Signature of Contractor).


DIRECTOR OF BUILDINGS
 (Signature of Director of Buildings)
 Assistant Engineer,

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

M/s Syed Bachal Shah & Sons

OFFICE OF THE DISTRICT OFFICER, BUILDINGS BADIN.

No.TC/G-55/ 566 /of 2011

dated :- 25-4 - 2011.

To,

M/S Syed Bachal Shah & Sons
Government Contractor.
Hyderabad.

SUBJECT:- WORK ORDER FOR THE WORK OF GYMNASIUM HALL IN PIR AALI SHAH STADIUM BADIN (B-II TENDER) (PRODUCTION BONUS FUNDS).

REFERENCE:- Your Tender dated 20.04.2011.

B-1/2 tender for the aforementioned work being is hereby accepted at Quoted rate: Amounting to Rs:4868278/-(Forty Eight Lac Sixty Eight Thousand Two Hundred & Seventy Eight) for Civil Work Non-Schedule Items.

You are hereby directed to please attend this within 10 days to complete the tender documents: The approval and acceptance of your offer is subject to the following conditions.

1. No premium shall be allowed on Non-Schedule items.
2. No separate payment for carriage of materials will be made and the rates quoted by you covers the cost of carriage of materials involved in the execution of the item work.
3. All materials required/procured & brought to site of work shall be got inspected & approved before use.
4. No payment of extra items will be made unless return order is given to you by the District Officer for execution of extra items.
5. In case of Schedule items the description of items given in the Schedule "B" are same given in the relevant sanctioned Schedule rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is 12(Twelve) Months will be reckoned with effect from the actual date of start of the work to be started within SEVEN DAYS from the date of issue. This letter the earnest money deposit by you with tender shall stand forfeited to Government in case you fail, to start of work.
8. The work shall be carried out in conformity with the nomenclature of the items & approved Specification and shall be got tested to be stratification of the department.
9. You will have to obtain the completion fitness/take over certificate from the in charge of the building and submit this to this office through Deputy District Officer Buildings Badin with the final bill. The payment of final bill will not be released without certificate.

You are directed to please contact the Deputy District Officer Buildings Badin, for necessary instructions regarding execution of work.


DISTRICT OFFICER
BUILDINGS
BADIN

Copy forwarded to the Deputy District Officer Buildings Badin, for information & necessary action. The actual date of start of work may please be intimated soon after start of work. He should punctually submit fortnightly progress report.


DISTRICT OFFICER
BUILDINGS
BADIN

Memorandum of Work at Badin (Internal) m.
 Supply and fitting.
 M/s Syed Bachal Shah and Son, D.R. 31 dt: 20-4-2011
 Rs 1500/-

P.W.D. 284

FORM B-2

1(ii)

- G. R. No. 56-1, dt. 8-4-36.
- G. R. No. 1038-1, dt. 20-7-39.
- G. R. No. S-35/22-A, dt. 14-10-41.
- G. R. No. 654-w, dt. 22-6-42.
- G. R. No. S-30/20-1, dt. 22-11-43.
- G. R. No. 1038-1, dt. 2-5-44.
- G. R. No. 1038/1-1, dt. 28-2-49.
- G. R. No. 5647-w, dt. 12-12-50.
- G. C.M. No. 1649-w, dt. 27-9-37.
- G. C.M. (P. and M. Deptt.).
No. 383-P/27, dt. 9-11-37.
- G.M. No. S-173/2-w, dt. 18-12-37.
- G.C.M. No. 1019-1, dt. 9-5-46.

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PUBLIC WORKS DEPARTMENT
 CIRCLE
 DIVISION

Items Rate Tender and Contract
 for Works.

2700

General Rules and Directions for the Guidance of Contractors.

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

This form will state the work to be carried out and the date for submitting

also the amount of security deposit to be deducted from the proceeds of the work and drawings and the contractor shall also open an office hours.



must be signed by the contractor and shall be signed on

the tender by a firm, in which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form including the column total according to estimated quantities, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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

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

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 tender 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 officer of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.

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

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

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M/s Syed Bachal Shah & Sons

DISTRICT OFFICER
 BUILDINGS
 BADIN.

Conditions 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 but less than Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 and over, of the receipt by him of the notification of the acceptance of his tender] deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient which with the amount of the earnest money deposited by him his tender will make up the full security deposit specified in the tender; or B [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount* to per cent. of all moneys so payable, such deductions to be held Government by way of security deposit.] Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such a case, if the such sum as will (with the earnest money deposited by him) amount* to per cent. of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent. by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any

Security deposits.

soever, and in the event of his security deposit reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten day thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale 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.

If the amount of the security deposit to be paid in lump within the period specified at (A) above is not paid the tender/contractor already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall exercise his discretion to refund deposit to the contractor either after three months from the date of completion of the work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

Compensation for delay.

†	1/3 of the work in	†	of the time
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done.

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

*This will be the same percentage as that in the tender at (e).
†The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements, e.g. if it is fixed per cent. and the security deposit only amounts to 5 per cent. of the estimated cost of the work then 3 per cent. should be deducted every payment, if the percentage is fixed at 10 per cent. and the security deposit only amounts to 6 per cent then 4 per cent should be deducted so on.

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Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor falling to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale at the risk and account of the contractor in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

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

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

Where time has been extended under this or any other clause of this agreement, the contractor and all clauses of the contract shall continue to be operative during the extended period.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed for the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all work, door, windows, walls, floors, or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7-A.—In the case of silt clearance and other excavation works of channels, after the measurements are finally recorded and checked by a competent authority, the contractor shall no notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove 'bundhis' and profile ridges with the designed channel section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on removing such 'bundhis' and profile ridges shall be deducted from any money due to the contractor or from his security deposit. The time taken by the contractor in removing 'bundhis' and profile ridges shall not be counted towards the period stipulated for the completion, of the contract work.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees, five hundred, the contractor shall, on submitting bill therefor, as prescribed in clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the

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M/s Syed Bachal Shah & Sons

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Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him to be necessary or adviseable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on a detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate shall by notice in writing be at liberty to cancel his order to carry out such class of work and the contractor shall be at liberty to consider adviseable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, the in such in case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Alterations in specifications and designs not to invalidate contracts.

Extension of time in consequence of alterations.

Rates for works not entered in estimate, or schedule of rates of the district.

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

No compensation for alteration in, or restriction of, work to be carried out.

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

Time limit for unforseen claims.

Clause 17.—If at any time before the security deposit is refunded to the contractor it shall apply to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the material or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by

Action and compensation payable in case of bad work.

M/S
CONTRACTOR

[Signature]
DISTRICT OFFICER
BUILDINGS
BADIN.

M/s Syed Bachal Shah & Sons

Clause 40.—No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are unclusive for hard or crooked soil, excavation mud, sub-soil water or water standing in borrow pits, and no claim for and extra rate shall be entertained, unless otherwise expressly specified.

Claim for Compensation for delay in the execution of work, Entering upon or commencing any portion of work;

Clause 41.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed and employment of donkeys or other animals.

Clause 42.—(I) No contractor shall employ any person who is under the age of 18 years.

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

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

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

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

Pakistani timber to be used.

Clause 43.—As far as possible Pakistani timber shall be used by the contractor and where for any reason this is not practicable preference shall be given first to Burma and then to other British Empire Timbers.

Certificate for Concessionary freight charges from the Railway.

Clause 44.—If any materials, such as stone, metal, bajris and 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 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.

Procedure for acceptance of tenders when tendered Rates are the same.

Clause 45.—When tendered rates are the same preference will be given, at the discretion of the accepting authority, to those who tender for the carting or materials by vehicles having pneumatic tyres.

Recovery of dues from contractors as arrears of land revenue.

Clause 46.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Partnership of M. L. to be forbidden.

Clause 47.—Certified that no member of Legislative Assembly is in partnership with me and 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.

Interest or share on Government servants in the work.

Clause 48.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Payment of Sales-Tax.

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


Contractor

M/s Syed Bachal Shah & Sons


DISTRICT OFFICER
Executive Engineer,
BUILDINGS
Division.....
BADIN.

OFFICE OF THE DISTRICT OFFICER, BUILDINGS BADIN.

No.TC/G-55/ 567 /of 2011

dated :- 25-4 - 2011.

To,

M/S Sved Bachal Shah & Sons
Government Contractor.
Hyderabad.


SUBJECT:- WORK ORDER FOR THE WORK OF GYMNASIUM HALL AT BADIN
(INTERNAL WATER SUPPLY & SANITARY FITTING (B-II TENDER)
(PRODUCTION BONUS FUNDS).

REF: NCE:- Your Tender dated 20.04.2011.
B-1/2 tender for the aforementioned work being is hereby accepted at Quoted rate Amounting
to Rs:1070406/-(Ten Lac Seventy Thousand Four Hundred & Six) for Water Supply Non-
Schedule Items.

Your are hereby directed to please attend this within 10 days to complete the tender documents. The approval and acceptant of your offer is subject to the following conditions.

1. No premium shall allowed on Non-Schedule items.
2. No separate payment for carriage of materials will be made and the rates quoted by you covers the of carriage of materials involved in the execution of the item work.
3. All materials required/procured & brought to site of work shall be got instated & approved before use.
4. No payment of extra items will be made unless return order is given to you by the District Officer for execution of extra items.
5. In case of Schedule items the description of items given in the Schedule "B" are same given in the relevant sanction. Schedule rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is 12(Twelve) Months will be reckoned with effect from the actual dated of start of the work to be started within SEVEN DAYS from the date of issue. This letter the earnest money deposit by you with tender shall stand forfeited to Government n in case you fail, to start of work.
8. The shall be carried out in conformity with the nomenclature of the items & approved Specification and shall be got tested to be stratification of the department.
9. You will have obtain the completion fitness/take over certificate from the in charge of the building and submit the this office through Deputy District Officer Buildings Badin. with the final bill. The payment of final bill will not released without certificate.

You are directed to please contact the Deputy District Officer Buildings Badin, for necessary instructions regarding execution of work.


DISTRICT OFFICER
BUILDINGS
BADIN

Copy forwarded to the Deputy District Officer Buildings Badin, for information & necessary action. The actual date of start of work may please be intimated soon after start of work. He should punctually submit fortnightly progress report.


DISTRICT OFFICER
BUILDINGS
BADIN

Electrification
 M/s Syed Bachal Shah and D.R. No. 31 dated
 - 20-4-2011 Rs. 1500/-
 P.W.D. 286-e

FORM B-2

- G. R. No. 56-1, dt. 8-4-36.
- G. R. No. 1073-1, dt. 20-7-39.
- G. R. No. S.-95/27-A, dt. 14-10-41.
- G. R. No. 654-w, dt. 22-6-42.
- G. R. No. S. 30/20-1, dt. 22-11-43.
- G. R. No. 1038-1, dt. 2-5-44.
- G. R. No. 1038/1-1, dt. 28-2-49.
- G. R. No. 5647-w, dt. 12-12-50.
- G.C.M. No. 1649-w, dt. 27-9-37.
- G.C.M. (P. and M. Deptt.)
 No. 383-P/27, dt. 9-11-37.
- G.M. No. S.-173/2-w, dt. 18-12-37.
- G.C.M. No. 1019-1, dt. 9-5-46.

PUBLIC WORKS DEPARTMENT
 CIRCLE
 DIVISION
 E.D.O. M/s Badiy.
 D.O. M/s Badiy.
 Items Rate Tender and Contract
 for Works.

1(111)

3675/-

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 board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date...



the firm by one of receipts for the firm. including the to under specified in work, or tender works work. ADHESIVE work. tenders in the ve, and will enter the In the event of

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

- 6. The Officer competent to depose of the tenders shall have the right of rejecting all or any of the tenders.
- 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 tender 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 officer of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
- 9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.
- 10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

W.P.G.P., Kar.—L (iii) G-237.—50,000—6-66.

(Signature)
 CONTRACTOR
 M/s Syed Bachal Shah & Sons

(Signature)
 DISTRICT OFFICER
 BUILDINGS
 BADIN.

Conditions of Contract.

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

Security deposit.

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 but less than Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 and over, of the receipt by him of the notification of the acceptance of his tender] deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient which with the amount of the earnest money deposited by him his tender will make up the full security deposit specified in the tender; or B [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount* to per cent. of all moneys so payable, such deductions to be held Government by way of security deposit.] Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such a case, if the such sum as will (with the earnest money deposited by him) amount* to per cent. of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent. by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any deduction or sale as aforesaid, the contractor shall within ten day thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale 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.

If the amount of the security deposit to be paid in lump within the period specified at (A) above is not paid the tender/contractor already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall exercise his discretion to refund deposit to the contractor either after three months from the date of completion of the work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

Compensation for delay.

†	1/4 of the work in	†	of the time
	1/4 do.		do.
	1/2 do.		do.

done,

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

*This will be the same percentage as that in the tender at (c).
†The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements, e. g. if it is fixed per cent. and the security deposit only amounts to 5 per cent. of the estimated cost of the work then 3 per cent. should be deducted every payment, if the percentage is fixed at 10 per cent. and the security deposit only amounts to 6 percent then 4 per cent should be deducted so on.

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M/s Syed Bachal Shan & Sons

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Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale at the risk and account of the contractor in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Extension of time.

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

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

Where time has been extended under this or any other clause of this agreement, the contractor and all clauses of the contract shall continue to be operative during the extended period.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed for the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, door, windows, walls, floors, or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final certificates.

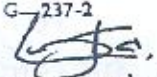
Clause 7-A.—In the case of silt clearance and other excavation works of channels, after the measurements are finally recorded and checked by a competent authority, the contractor shall on notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice,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

Contractor to Remove bund his and profile Ridges.

Clause 8—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees, five hundred, the contractor shall, on submitting bill therefor, as prescribed in clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the

Payments on Intermediate certificates to be regarded as advance.

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 M/s Syed Baqir Shah & Sons


 DISTRICT OFFICER
 BUILDINGS
 BADIN.

...or on the site of the work during office hours, and the contractor shall, if he so require, be entitled at his own expense to make or cause to be made copies of the specifications, and of all designs, drawings and instructions as aforesaid.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him in a detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate shall by notice in writing be at liberty to cancel his order to carry out such class of work and to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly aforesaid, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Alterations in specifications and designs not to invalidate contracts.

Extension of time in consequence of alterations.

Rates for works not entered in estimate, or schedule of rates of the district.

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

No compensation for alteration in, or restriction of, work to be carried out.

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

Time limit for unforseen claims.

Clause 17.—If at any time before the security deposit is refunded to the contractor it shall apply to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the material or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by

Action and compensation payable in case of bad work.

M/s. CONTRACTOR

DISTRICT OFFICER BUILDINGS BADIN.

M/s Syed Bachal Shah & Sons

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Minimum age of persons employed and employment of donkeys or other animals,

Clause 42.—(I) No contractor shall employ any person who is under the age of 12 years.

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

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

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

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

Pakistani timber to be used.

Clause 43.—As far as possible Pakistani timber shall be used by the contractor and where for any reason this is not practicable preference shall be given first to Burma and then to other British Empire Timbers.

Certificate for Concessional freight charges from the Railway.

Clause 44.—If any materials, such as stone, metal, bajris and 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 materials are required for Government or semi-Government works thereby enabling them to have the benefit of concessional 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.

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Partnership of M. L. to be forbidden.

Clause 47.—Certified that no member of Legislative Assembly is in partnership with me and 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.

Interest or share on Government servants in the work.

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Payment of Sales-Tax.

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


Contractor


DISTRICT OFFICER
Executive Engineer,
BUILDINGS
Division.....
BADIN.

M/s Syed Bachal Shah & Sons

OFFICE OF THE DISTRICT OFFICER, BUILDINGS BADIN.

No.TC/G-55/ 568 /of 2011

dated :- 25-4 - 2011.

To,

M/S Syed Bachal Shah & Sons
Government Contractor.
Hyderabad.

SUBJECT:- WORK ORDER FOR THE WORK OF GYMNSSIAN HALL AT BADIN
(INTERNAL ELECTRIFICATION) (B-II TENDER) (PRODUCTION BONUS
FUNDS)..


REF'NCE:- Your Tender dated 20.04.2011.

B-1/2 tender for the aforementioned work being is hereby accepted at Quoted rate Amounting
to Rs:1465344.50-(Fourteen Lac Sixty Five Thousand ThreeHundred Forty Four & Ps:
Fifty) for Electric Non-Schedule Items.

Your are hereby directed to pleased attend this within 10 days to complete the tender documents. The approval and acceptant of your offer is subject to the following conditions.

1. No premium shall allowed on Non-Schedule items.
2. No separate payment for carriage of materials will be made and the rates quoted by you covers the of carriage of materials involved in the execution of the item work.
3. All materials required/procured & brought to site of work shall be got instated & approved before use.
4. No payment of extra items will be made unless return order is given to you by the District Officer for execution of extra items.
5. In case of Schedule items the description of items given in the Schedule "B" are same given in the relevant sanction Schedule rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is 12(Twelve) Months will be reckoned with effect from the actual dated of start of the work to be started within SEVEN DAYS from the date of issue. This letter the earnest money deposit by you with tender shall stand forfeited to Government n in case you fail, to start of work.
8. The shall be carried out in conformity with the nomenclature of the items & approved Specification and shall be got tested to be stratification of the department.
9. You will have obtain the completion fitness/take over certificate from the in charge of the building and submit the this office through Deputy District Officer Buildings Electric with the final bill. The payment of final bill will not released without certificate.

You are directed to please contact the Deputy District Officer Buildings Electric Badin, for necessary instructions regarding execution of work.


DISTRICT OFFICER
BUILDINGS
BADIN.

Copy forwarded to the Deputy District Officer Buildings Electric Badin, for information & necessary action. The actual date of start of work may please be intimated soon after start of work. He should punctually submit fortnightly progress report.


DISTRICT OFFICER
BUILDINGS
BADIN.

Conditions 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 but less than Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 and over, of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum sufficient which with the amount of the earnest money deposited by him his tender will make up the full security deposit specified in the tender; or B [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount* to per cent. of all moneys so payable, such deductions to be held Government by way of security deposit.] Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such a case, if the such sum as will (with the earnest money deposited by him) amount*

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to per cent. of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent. by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any account whatsoever, and in the event of his security deposit reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten day thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale 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.

If the amount of the security deposit to be paid in lump within the period specified (A) above is not paid the tender/contractor already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit pledged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall exercise his discretion to refund deposit to the contractor either within three months from the date of completion of the work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

Compensation for delay.

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

It will be the same percentage as that in the tender at (e).
The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements. If it is fixed per cent. and the security deposit only amounts to 5 per cent. of the estimated work then 3 per cent. should be deducted every payment, if the percentage is fixed at 10 per cent. and the security deposit only amounts to 6 per cent then 4 per cent should be deducted so on.

Syed Bachal Shan & Sons
CONTRACTOR
Vs Syed Bachal Shan & Sons

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Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor falling to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale at the risk and account of the contractor in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

Extension of time.

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

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

Where time has been extended under this or any other clause of this agreement, the contractor and all clauses of the contract shall continue to be operative during the extended period.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed for the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all wood work, door, windows, walls, floors, or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Final certificates.

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

Contractor to Remove bund his and profile Ridges.

Clause 8—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees, five hundred, the contractor shall, on submitting bill therefor, as prescribed in clause 10, be entitled to receive payment proportionate to the part of the work then approved and passed by the

Payments on Intermediate certificates to be regarded as advance.

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DISTRICT OFFICER BUILDINGS BADIN.

... or on the site of the work during office hours, and the contractor shall, if he so require, be assisted at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate shall by notice in writing be at liberty to cancel his order to carry out such class of work. The contractor shall commence work or may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, the contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Alterations in specifications and designs not to invalidate contract.

Extension of time in consequence of alterations.

Rates for works not entered in estimate, or schedule of rates of the district.

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

No compensation for alteration in, or restriction of, work to be carried out.

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

Time limit for unforeseen claims.

Clause 17.—If at any time before the security deposit is refunded to the contractor it shall apply to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the material or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by

Action and compensation payable in case of bad work.

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DISTRICT OFFICER
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Clause 40.—No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are unclusive for hard or crooked soil, excavation mud, sub-soil water or water standing in borrow pits, and no claim for and extra rate shall be entertained, unless otherwise expressly specified.

Claim for Compensation for delay in the execution of work, Entering upon or commencing any portion of work;

Clause 41.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed and employment of donkeys or other animals.

Clause 42.—(I) No contractor shall employ any person who is under the age of 18 years.

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

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

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

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

Pakistani timber to be used.

Clause 43.—As far as possible Pakistani timber shall be used by the contractor and where for any reason this is not practicable preference shall be given first to Burma and then to other British Empire Timbers.

Certificate for Concessionary freight charges from the Railway.

Clause 44.—If any materials, such as stone, metal, bajris and 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 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.

Procedure for acceptance of tenders when tendered Rates are the same.

Clause 45.—When tendered rates are the same preference will be given, at the discretion of the accepting authority, to those who tender for the carting or materials by vehicles having pneumatic tyres.

Recovery of dues from contractors as arrears of land revenue.

Clause 46.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Partnership of M. L. to be forbidden.

Clause 47.—Certified that no member of Legislative Assembly is in partnership with me and 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.

Interest or share on Government servants in the work.

Clause 48.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Payment of Sales-Tax.

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

[Signature]
Contractor

M/s Syed Bachal Shah & Sons

[Signature]
DISTRICT OFFICER
Executive Engineer,
BUILDINGS
Division
BADIN.

OFFICE OF THE DISTRICT OFFICER, BUILDINGS BADIN.

No.TC/G-55/ 561 /of 2011

dated :- 25-4-2011.

To,

M/S Syed Bachal Shah & Sons
Government Contractor,
Hyderabad.

SUBJECT:- WORK ORDER FOR THE WORK OF COMPOUND WALL I/C GUARD ROOM
902 NOS:) IN PIR AALI SHAH STADIUM BADIN (B-II TENDER)
(PRODUCTION BONUS FUNDS).

REF'NCE:- Your Tender dated 20.04.2011,
B-1/2 tender for the aforementioned work being is hereby accepted at Quoted rate Amounting
to Rs:4895764.55(Forty Eight Lac Ninty Five Thousand Seven Hundred Sixty Four & Ps:
Fifty Five) for Civil Work Non-Schedule Items.

Your are hereby directed to pleased attend this within 10 days to complete the tender documents. The approval and acceptant of your offer is subject to the following conditions:

1. No premium shall allowed on Non-Schedule items.
2. No separate payment for carriage of materials will be made and the rates quoted by you covers the of carriage of materials involved in the execution of the item work.
3. All materials required/procured & brought to site of work shall be got instated & approved before use.
4. No payment of extra items will be made unless return order is given to you by the District Officer for execution of extra items.
5. In case of Schedule items the description of items given in the Schedule "B" are same given in the relevant sanction Schedule rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is 12(Twelve) Months will be reckoned with effect from the actual dated of start of the work to be started within SEVEN DAYS from the date of issue. This letter the earnest money deposit by you with tender shall stand forfeited to Government n in case you fail, to start of work.
8. The shall be carried out in conformity with the nomenclature of the items & approved Specification and shall be got tested to be stratification of the department. You will have obtain the completion fitness/take over certificate from the in charge of the building and submit the this office through Deputy District Officer Buildings Badin. with the final bill. The payment of final bill will not released without certificate.

You are directed to please contact the Deputy District Officer Buildings Badin, for necessary instructions regarding execution of work.

[Signature]
DISTRICT OFFICER
BUILDINGS
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Copy forwarded to the Deputy District Officer Buildings Badin, for information & necessary action. The actual date of start of work may please be intimated soon after start of work. He should punctually submit fortnightly progress report.

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DISTRICT OFFICER
BUILDINGS
BADIN.

Renovation of old Parahim (Main Building) at Badin.

M/S Syed Bakhsh Shah and Son, DR No. 31, dated 20-4-2011

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- G. R. No. 56-1, dt. 8-4-36.
- G. R. No. 1028-1, dt. 20-7-39.
- G. R. No. S-85/22-A, dt. 14-10-41.
- G. R. No. 654-w, dt. 22-6-42.
- G. R. No. S. 30/20-1, dt. 22-11-43.
- G. R. No. 1038-1, dt. 2-5-44.
- G. R. No. 1038/1-1, dt. 28-2-49.
- G. R. No. 5647-w, dt. 12-12-50.
- G. C.M. No. 1649-w, dt. 27-9-37.
- G. C.M. (P. and M. Deptt.), No. 383-P/27, dt. 9-11-37.
- G.M. No. S-173/2-w, dt. 18-12-37.
- G.C.M. No. 1019-1, dt. 9-5-46.

FORM B-2

P.W.D. 2011

Rs 1500/-

EDO W/S Badin PUBLIC WORKS DEPARTMENT
D.O. Bpd 9: Badin CIRCLE DIVISION

Items Rate Tender and Contract for Works.

General Rules and Directions for the Guidance of Contractors.

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

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General Reg. - L (III) G-237-59,000-8-66.

M/s Syed Bakhsh Shah & Sons

DISTRICT OFFICER BUILDINGS BADIN.

Conditions of Contract.

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Security deposit.

any payment to the contractor for work done under the contract to make up the full amount of per cent. by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor on any whatsoever, and in the event of his security deposit reduced by reason of any such deduction or sale as a aforesaid, the contractor shall within ten day thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale 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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Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period on the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall be liable to pay compensation an amount equal to one per cent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount estimated cost of the whole work as shown by the tender for every day that the work is uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in the time allowed for any work exceeds one month, to complete:—

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It will be the same percentage as that in the tender at (c). The amount of this percentage (not exceeding 10 per cent.) will be fixed in every case to suit requirements, if it is fixed per cent, and the security deposit only amounts to 5 per cent. of the estimated work then 3 per cent. should be deducted every payment, if the percentage is fixed at 10 per cent. security deposit only amounts to 6 percent then 4 per cent should be deducted so on.

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Vs Syed Bachal Shan & Sons

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Payments on Intermediate certificates to be regarded as advance.

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DISTRICT OFFICER BUILDINGS BADIN.

... or on the site of the work during office hours, and the contractor shall, if he so require, be obliged at his own expense to make or cause to be made copies of the specifications, and of such designs, drawings and instructions as aforesaid.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate shall by notice in writing be at liberty to cancel his order to carry out such class of work and to direct the contractor to carry it out in such manner as may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such in case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the Circle will be final.

Alterations in specifications and designs not to invalidate contracts.

Extension of time in consequence of alterations.

Rates for works not entered in estimate, or schedule of rates of the district.

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

No compensation for alteration in, or restriction of, work to be carried out.

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

Time limit for unforeseen claims.

Clause 17.—If at any time before the security deposit is refunded to the contractor it shall apply to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the material or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by

Action and compensation payable in case of bad work.

[Signature]
CONTRACTOR

[Signature]
DISTRICT OFFICER
BUILDINGS
BADIN.

M/s Syed Bachal Shah & Sons

Clause 40.—No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are unclusive for hard or crooked soil, excavation mud, sub-soil water or water standing in borrow pits, and no claim for and extra rate shall be entertained, unless otherwise expressly specified.

Claim for Compensation for delay in the execution of work, Entering upon or commencing any portion of work,

Clause 41.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed and employment of donkeys or other animals,

Clause 42.—(I) No contractor shall employ any person who is under the age of 18 years.

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

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

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

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

Pakistani timber to be used.

Clause 43.—As far as possible Pakistani timber shall be used by the contractor and where for any reason this is not practicable preference shall be given first to Burma and then to other British Empire Timbers.

Certificate for Concessionary freight charges from the Railway.

Clause 44.—If any materials, such as stone, metal, bajris and 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 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.

Procedure for acceptance of tenders when tendered Rates are the same.

Clause 45.—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.

Recovery of dues from contractors as arrears of land revenue.

Clause 46.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Partnership of M. L. to be forbidden.

Clause 47.—Certified that no member of Legislative Assembly is in partnership with me and 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.

Interest or share on Government servants in the work.

Clause 48.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Payment of Sales-Tax.

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


CONTRACTOR


DISTRICT OFFICER
Executive Engineer,
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M/s Syed Bachal Shah & Sons

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Contractor

M/s Syed Bachal Shah & Sons


DISTRICT OFFICER
Executive Engineer,
BUILDINGS
Division
BADIN.

OFFICE OF THE DISTRICT OFFICER, BUILDINGS BADIN.

No.TC/G-55/562 /of 2011

dated :- 25 - 4 - 2011.

To,

M/S Syed Bachal Shah & Sons
Government Contractor.
Hyderabad.

3

SUBJECT:- WORK ORDER FOR THE WORK OF RENOVATION OF OLD PAVELION (MAIN BUILDING) AT BADIN (B-II TENDER) (PRODUCTION BONUS FUNDS).

REF'NCE:- Your Tender dated 20.04.2011.
B-1/2 tender for the aforementioned work being is hereby accepted at Quoted rate Amounting to Rs:4862965.30 (Forty Eight Lac Sixty Two thousand Nine Hundred Sixty Five & Ps:Thirty) for Non-Schedule Items Civil Works.

Your are hereby directed to pleased attend this within 10 days to complete the tender documents. The approval and acceptant of your offer is subject to the following conditions.

1. No premium shall allowed on Non-Schedule items.
2. No separate payment for carriage of materials will be made and the rates quoted by you covers the of carriage of materials involved in the execution of the item work.
3. All materials required/procured & brought to site of work shall be got instated & approved before use.
4. No payment of extra items will be made unless return order is given to you by the District Officer for execution of extra items.
5. In case of Schedule items the description of items given in the Schedule "B" are same given in the relevant sanction Schedule rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is 12(Twelve) Months will be reckoned with effect from the actual dated of start of the work to be started within SEVEN DAYS from the date of issue. This letter the earnest money deposit by you with tender shall stand forfeited to Government n in case you fail, to start of work.
8. The shall be carried out in conformity with the nomenclature of the items & approved Specification and shall be got tested to be stratification of the department.
9. You will have obtain the completion fitness/take over certificate from the in charge of the building and submit the this office through Deputy District Officer Buildings Badin with the final bill. The payment of final bill will not released without certificate.

You are directed to please contact the Deputy District Officer Buildings Badin, for necessary instructions regarding execution of work.

[Signature]
DISTRICT OFFICER
BUILDINGS
BADIN.

Copy forwarded to the Deputy District Officer Buildings Badin, for information & necessary action. The actual date of start of work may please be intimated soon after start of work. He should punctually submit fortnightly progress report.

[Signature]
DISTRICT OFFICER
BUILDINGS
BADIN.

Mr. Zulfikar Ali Bhutto D.R. 38 dt 24-11-2011 Rs 750/-

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.
133 M. Deptt. No. 383-P/37 of 9-11-37
(W.D.) No. S-173, 2-W of 22-2-39,
G. R. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 654-W of 22-2-39
12-10-44, and 2-5-44, 654-W 1038/11-1 of
28-3-49, 5-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT
EDOMS Badin
CIRCLE
D.O. Bdg. Badin
DIVISION

Estimated Sanctioned
for Rs 0.247 (M)

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

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

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

2. It must be signed separately by the contractor or his authorized agent in the presence of the Executive Engineer or his authorized agent.

3. Receipts for tenders submitted by a firm, contractors are deposited in the office of the Executive Engineer and shall be signed by the persons having authority.

4. A printed form must be submitted with the tender showing items of work to be carried out, and the contractor is willing to undertake the work at the estimated rates specified in Schedule 'B' and the percentage of such percentage, on all the scheduled rates.

Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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

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

CONTRACTOR

DISTRICT OFFICER
BUILDINGS
BADIN.

625/-

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

Receipt No. 325476 dated 16-4-2011 from Government Treasury or sub-Treasury at NBP Badin in respect of the sum of Rs. 5000 is herewith forwarded representing the earnest money (a) the full value of

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should 1 not deposit

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security 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 ***)

(Address)

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

(Occupation)

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

Signature of the officers by whom accepted.

Executive Engineer DISTRICT OFFICER

Division (or his duty BUILDINGS Assistant) BADIN.

Dated the _____ day of _____ 199

Condition of Contract

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

security deposits.

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

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

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(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 expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercised, the non-exercise thereof shall

Contractor remains liable to pay compensation if...

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and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

CONTRACTOR

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

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

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DISTRICT OFFICER BUILDINGS

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

Contractor

DISTRICT OFFICER BUILDINGS BADIN.

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

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

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superint. Engineer to be final.

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


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

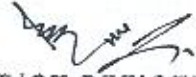
Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if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

Lump sums in estimates.

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

Action where no specification.


CONTRACTOR


DISTRICT OFFICER
BUILDINGS
A. BADIN.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues, from contractor as arrears of Land Revenue.

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

Partnership of M.L.A.'s forbidden.

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 shall be determined in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred;

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

Divisional Accountant.

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

Contractor

DISTRICT ENGINEER
BUILDINGS
Executive Engineer,
Division

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Works Started
Charged for

Delivery	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 style="font-size: 2em; opacity: 0.5;">X</p> <p style="font-size: 2em; opacity: 0.5;">N.L.</p>						

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

DISTRICT OFFICER
 BUILDINGS
 BADIN
 Assistant Engineer

OFFICER IN CHARGE

Note—To be continued on additional sheets if found necessary

OFFICE OF THE DISTRICT OFFICER, BUILDINGS BADIN.

No.TC/G-55/ 577 /of 2011 dated :- 29 - 04 - 2011

To,

Mr. Zulfiqar Ali Bhatti.
Government Contractor.
Badin.

SUBJECT:- WORK ORDER FOR THE WORK OF M/R TO A-TYPE QUARTER NO.1, IN AGROVIL COLONY
BADIN.

REF'NCE:- Your Tender dated:- 20.04.2011
B-1/2 tender for the aforementioned work being is hereby accepted @ 30.75% Above
(Thirty point Seven Five percent above) for Part-A- Civil Works, and difference cost
of Cement , Bricks & Steel will be paid separately as per consumption of work &
19.25% Above(Nineteen point Two Five percent Above) for Part-B-W/S Schedule Items.

Your are hereby directed to pleased attend this within 10 days to complete the tender documents. The approval and acceptant of your offer is subject to the following conditions.

1. No premium shall allowed on Non-Schedule items.
2. No separate payment for carriage of materials will be made and the rates quoted by you covers the of carriage of materials involved in the execution of the item work.
3. All materials required/procured & brought to site of work shall be got instated & approved before use.
4. No payment of extra items will be made unless return order is given to you by the District Officer for execution of extra items.
5. In case of Schedule items the description of items given in the Schedule "B" are same given in the relevant sanction Schedule rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is 02(Two) Months will be reckoned with effect from the actual dated of start of the work to be started within SEVEN DAYS from the date of issue. This letter the earnest money deposit by you with tender shall stand forfeited to Government n in case you fail, to start of work.
8. The shall be carried out in conformity with the nomenclature of the items & approved Specification and shall be got tested to be stratification of the department.
9. You will have obtain the completion fitness/take over certificate from the in charge of the building and submit the this office through Deputy District Officer Buildings Badin, with the final bill. The payment of final bill will not released without certificate.

You are directed to please contact the Deputy District Officer Buildings Badin, for necessary instructions regarding execution of work.


DISTRICT OFFICER
BUILDINGS
BADIN.

Copy forwarded to the Deputy District Officer Buildings Badin, for information and necessary action. The actual date of start of work may please be intimated soon after start of work. He should punctually submit fortnightly progress report.


DISTRICT OFFICER
BUILDINGS
BADIN.

OFFICE OF THE DISTRICT OFFICER, BUILDINGS BADIN.
No.TC/G-55/563 /of 2011 dated :- 25-04-2011

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To,

M/S Saddique Ali Jaffary.
Government Contractor.
Badin.

SUBJECT: WORK ORDER FOR THE WORK OF M/R TO C-TYPE QUARTER NO:20, IN AGROVIL COLONY BADIN.

REF'NCE:- Your Tender dated 20.04.2011 B-1/2 tender for the aforementioned work being is hereby accepted at 28.75% Above. (Twenty Eight point Seven Five percent above) for Civil Work Part-A, and difference cost of Cement & Bricks will be paid seperately as per consumption of works, 19.30% Above (Nineteen point Three Zero percent above) W/S Schedule Items Part-B.

Your are hereby directed to pleased attend this within 10 days to complete the tender documents. The approval and acceptant of your offer is subject to the following conditions.

No premium shall allowed on Non-Schedule items.

No separate payment for carriage of materials will be made and the rates quoted by you covers the of carriage of materials involved in the execution of the item work.

All materials required/procured & brought to site of work shall be got instated & approved before use.

No payment of extra items will be made unless return order is given to you by the District Officer for execution of extra items.

In case of Schedule items the description of items given in the Schedule "B" are same given in the relevant sanction Schedule rates.


Income Tax at 6% will be deducted from the bills on the value of work done and paid for.

Time allowed for completion of the work is 02 (Two) Months will be reckoned with effect from the actual dated of start of the work to be started within SEVEN DAYS from the date of issue. This letter the earnest money deposit by you with tender shall stand forfeited to Government n in case you fail, to start of work.


The shall be carried out in conformity with the nomenclature of the items & approved Specification and shall be got tested to be stratification of the department.

You will have obtain the completion fitness/take over certificate from the in charge of the building and submit the this office through Deputy District Officer Buildings Badin, with the final bill. The payment of final bill will not released without certificate.

You are directed to please contact the Deputy District Officer Buildings Badin, for necessary instructions regarding execution of work.


DISTRICT OFFICER,
BUILDINGS
BADIN.

Copy forwarded to the Deputy District Officer Buildings Badin, for information and necessary action. The actual date of start of work may please be intimated soon after start of work. He should punctually submit fortnightly progress report.


DISTRICT OFFICER,
BUILDINGS
BADIN.

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(B&R)

01.	Name of Procuding Agency	:-	District Officer Buildings Badin.
02.	Tender Reference No.	:-	N.I.T No:TC/G-55/ 408 dated 29.03.2011
03.	Tender Description/Name of Work	:-	Cost Rs: 5.00(M) Pir Aali Shah Stasium Badin (Ground Earth Filling)
04.	Method procurement.	:-	Ist: Envelopment SPPRA Rule 2010
05.	Tender Published	:-	Daily Ibrat dated 02.04.2011
06.	Total Bid document sold.	:-	(03 Nos:)
07.	Total Bid received.	:-	(03 Nos:)
08.	Technical Bid opening date qualified.	:-	20.04.2011
09.	No. of bid Technically Qualified.	:-	20.04.2011
10.	Bids Rejected.	:-	NIL
11.	Financial Bid opening date.	:-	20.04.2011
12.	Bid Evaluations report	:-	

S.No:	Name of Firm or Bidder	Cost Offered by the Bidders.	Ranking in Term of Cost.	Compension with Estimate Cost.	Reason for Accepting/ Rejection	Remarks.
01.	M/S Syed Bachal Shah.	4831818	--	With Technical Sanction.	Accepting.	
02.	Mr.Muneer Ahmed Ahmed.	5143804	--	With Technical Sanction.	Rejection	
03.	Mr.Niaz Ahmed Arain	5238656	--	With Technical Sanction.	Rejection	


 DISTRICT OFFICER
 BUILDINGS
 BADIN

OFFICE OF THE DISTRICT OFFICER BUILDINGS BADIN.
FINANCIAL REVIEW

NAME OF WORK:-GROUND EARTH FILLING IN PIR AALI SHAH STADIUM BADIN (B-II TENDER) (PRODUCTION BONUS FUNDS).

S.No:	NAME O CONTRACTOR PARTICIPATED	DATE OF RECEIPT OF TENDER.	%AGE ABOVE OR BELOW THE RATE ENTERED IN CONTRACT ACCOUNT.	REMARKS.
1	M/S Syed Bachal Shah & Sons	20.04.2011.	At Quoted Rate Rs:4831818/-	Lowest.
2	Mr. Muneer Ahmed Memon.	20.04.2011.	At Quoted Rate Rs:5143804/-	
3	Mr.Niaz Ahmed Arain.	20.04.2011.	At Quoted Rate Rs:5238656/-	

Certified that all tenders entered above, were at the time of their opening found to be properly/arranged.

DIVISIONAL ACCOUNTS OFFICER
BUILDINGS
BADIN.


DISTRICT OFFICER
BUILDINGS
BADIN.

(B&R)

01. Name of Procuding Agency :- District Officer Buildings Badin.
02. Tender Reference No. :- N.I.T No:TC/G-55/ 408 dated 29.03.2011
03. Tender Description/Name of Work :- Cost Rs: 5.00(M) Pir Aali Shah Stasium Badin (Gymnasium Hall Civil Work)
04. Method procurement. :- Ist: Envelopment
SPPRA Rule 2010
05. Tender Published :- Daily Ibrat dated 02.04.2011
06. Total Bid document sold. :- (03 Nos:)
07. Total Bid received. :- (03 Nos:)
08. Technical Bid ipening date qualified. :- 20.04.2011
09. No. of bid Technically Qualified. :- 20.04.2011
10. Bids Rejected. :- Nil.
11. Financial Bid opening date. :- 20.04.2011
12. Bid Evaluations report :-

S.No:	Name of Firm or Bidder	Cost Offered by the Bidders.	Ranking in Term of Cost.	Compension with Estimate Cost.	Reason for Accepting/ Rejection	Remarks.
01.	M/S Syed Bachal Shah.	4868278	--	With Technical Sanction.	Accepting.	
02.	Mr.Muneer Ahmed Memon.	4872925	--	With Technical Sanction.	Rejection	
03.	Mr. Niaz Ahmed Arain.	4887661	--	With Technical Sanction.	Rejection	


 DISTRICT OFFICER
 BUILDINGS
 BADIN

OFFICE OF THE DISTRICT OFFICER BUILDINGS BADIN.
FINANCIAL REVIEW

NAME OF WORK:-GYMASSIUN HALL IN PIR AALI SHAH STADIUM BADIN (B-II TENDER) (PRODUCTION BONUS FUNDS).

S.No:	NAME O CONTRACTOR PARTICIPATED	DATE OF RECEIPT OF TENDER.	%AGE ABOVE OR BELOW THE RATE ENTERED IN CONTRACT ACCOUNT.	REMARKS.
1	M/S Syed Bachal Shah & Sons	20.04.2011.	✓ At Quoted Rate Rs:4868278/-	Lowest.
2	Mr. Muneer Ahmed Memon.	20.04.2011.	At Quoted Rate Rs:4872925/-	
3	Mr. Niaz Ahmed Arain.	20.04.2011.	/ At Quoted Rate Rs:4887661/-	

Certified that all tenders entered above, were at the time of their opening found to be properly/arranged.

H. Khan
DIVISIONAL ACCOUNTS OFFICER
BUILDINGS
BADIN.


[Signature]
DISTRICT OFFICER
BUILDINGS
BADIN.

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(B&R)

01. Name of Procuding Agency :- District Officer Buildings Badin.
02. Tender Reference No. :- N.I.T No:TC/G-55/ 408 dated 29.03.2011
03. Tender Description/Name of Work :- Cost Rs: 1.450(M) Pir Auli Shah Stasium Badin (Gyminasim Hall Internal Water Supply & Sanitary Fitting)
04. Method procurement. :- 1st: Envelopment
SPPRA Rule 2010
05. Tender Published :- Daily Ibrat dated 02.04.2011
06. Total Bid document sold. :- (03 Nos.)
07. Total Bid received. :- (03 Nos.)
08. Technical Bid ipening date qualified. :- 20.04.2011
09. No. of bid Technically Qualified. :- 20.04.2011
10. Bids Rejected. :- Nil.
11. Financial Bid opening date. :- 20.04.2011
12. Bid Evaluations report :-

S.No:	Name of Firm or Bidder	Cost Offered by the Biddes.	Ranking in Term of Cost.	Compension with Estimate Cost.	Reason for Accepting/ Rejection	Remarks.
01.	M/S Syed Bachal Shah.	1070406	--	With Technical Sanction.	Accepting.	
02.	Mr.Muneeer Ahmed Memon.	1079640	--	With Technical Sanction.	Rejection	
03.	Mr. Niaz Ahmed Arain.	1160556	--	With Technical Sanction.	Rejection	


DISTRICT OFFICER
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OFFICE OF THE DISTRICT OFFICER BUILDINGS
FINANCIAL REVIEW

NAME OF WORK:- GYMNASIUM HALL AT BADIN (INTERNAL WATER SUPPLY &
SANITARY FITTING (B-II TENDER) (PRODUCTION BONUS FUNDS).

S.No:	NAME O CONTRACTOR PARTICIPATED	DATE OF RECEIPT OF TENDER.	%AGE ABOVE OR BELOW THE RATE ENTERED IN CONTRACT ACCOUNT.	REMARKS.
1	M/S Syed Bachal Shah & Sons	20.04.2011.	At Quoted Rate Rs:1070406/-	Lowest.
2	Mr. Muneer Ahmed Memon.	20.04.2011.	At Quoted Rate Rs:1079640/-	
3	Mr.Niaz Ahmed Arain.	20.04.2011.	At Quoted Rate Rs:1160550/-	

Certified that all tenders entered above, were at the time of their opening found to be properly/arranged.


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(B&R)

01.	Name of Procuding Agency	:-	District Officer Buildings Badin.
02.	Tender Reference No.	:-	N.L.F No: TC/G-55/ 408 dated 29.03.2011
03.	Tender Description/Name of Work	:-	Cost Rs: 1.00 (M) Pir Aali Shah Stasiom Badin (Gymnasium Hall Internal Electric Works)
04.	Method procurement.	:-	1st: Envelopment SPPRA Rule 2010
05.	Tender Published	:-	Daily Ibrat dated 02.04.2011
06.	Total Bid document sold.	:-	(03 Nos:)
07.	Total Bid received.	:-	(03 Nos:)
08.	Technical Bid ipening date qualified.	:-	20.04.2011
09.	No. of bid Technically Qualified.	:-	20.04.2011
10.	Bids Rejected.	:-	Nil.
11.	Financial Bid opening date.	:-	20.04.2011
12.	Bid Evaluations report	:-	

S.No:	Name of Firm or Bidder	Cost Offered by the Bidders.	Ranking in Term of Cost.	Compension with Estimate Cost.	Reason for Accepting/ Rejection	Remarks.
01.	M/S Syed Bachal Shah.	1465344	--	With Technical Sanction.	Accepting.	
02.	M/S Shafi Muhammad.	1507125	--	With Technical Sanction.	Rejection	
03.	M/S Memon Electric Works.	1519425	--	With Technical Sanction.	Rejection	


 DISTRICT OFFICER
 BUILDINGS
 BADIN


OFFICE OF THE DISTRICT OFFICER BUILDINGS BADIN.
FINANCIAL REVIEW

NAME OF WORK:- GYMNSSIAN HALL AT BADIN (INTERNAL
ELECTRIFICATION)(B-II TENDER) (PRODUCTION BONUS FUNDS).

S.No:	NAME O CONTRACTOR PARTICIPATED	DATE OF RECEIPT OF TENDER.	%AGE ABOVE OR BELOW THE RATE ENTERED IN CONTRACT ACCOUNT.	REMARKS.
1	M/S Syed Bachal Shah & Sons	20.04.2011.	At Quoted Rate Rs:1465344,50	Lowest.
2	M/S Shafi Muhammad.	20.04.2011.	At Quoted Rate Rs:1507125/-	
3	M/S Memon Electric Works.	20.04.2011.	At Quoted Rate Rs:1519425/-	

Certified that all tenders entered above, were at the time of their opening found to be properly/arranged.

DIVISIONAL ACCOUNTS OFFICER
BUILDINGS
BADIN.


DISTRICT OFFICER
BUILDINGS
BADIN.

(B&R)

01. Name of Procuding Agency :- District Officer Buildings Badin.
02. Tender Reference No. :- N.L.T No:TC/G-55/ 408 dated 29.03.2011
03. Tender Description/Name of Work :- Cost Rs: 1.7250 (M) Pir Auli Shah Stasium Badin (Compound Wall & Guard Room (02 Nos:))
04. Method procurement :- Ist: Envelopment
SPPRA Rule 2010
05. Tender Published :- Daily Ibrat dated 02.04.2011
06. Total Bid document sold. :- (03 Nos:)
07. Total Bid received. :- (03 Nos:)
08. Technical Bid ipening date qualified. :- 20.04.2011
09. No. of bid Technically Qualified. :- 20.04.2011
10. Bids Rejected. :- Nil.
11. Financial Bid opening date. :- 20.04.2011
12. Bid Evaluations report :-

S.No:	Name of Firm or Bidder	Cost Offered by the Bidders.	Ranking in Term of Cost.	Compension with Estimate Cost.	Reason for Accepting/ Rejection.	Remarks.
01.	M/S Syed Bachal Shah.	4895764	--	With Technical Sanction.	Accepting.	
02.	Mr.Maneer Ahmed Memon.	5214233	--	With Technical Sanction.	Rejection	
03.	Mr.Niaz Ahmed Arain.	5328813	--	With Technical Sanction.	Rejection	


DISTRICT OFFICER
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OFFICE OF THE DISTRICT OFFICER BUILDINGS BADIN.
FINANCIAL REVIEW

NAME OF WORK:- COMPOUND WALL I/C GUARD ROOM #02 NOS:) IN PIR AALI
SHAH STADIUM BADIN (B-II TENDER) (PRODUCTION BONUS FUNDS).

S.No:	NAME O CONTRACTOR PARTICIPATED	DATE OF RECEIPT OF TENDER.	%AGE ABOVE OR BELOW THE RATE ENTERED IN CONTRACT ACCOUNT.	REMARKS.
1	M/S Syed Bachal Shah & Sons	20.04.2011.	At Quoted Rate Rs:4895764.55	Lowest.
2	Mr. Muneer Ahmed Memon.	20.04.2011.	At Quoted Rate Rs:5214233/-	
3	Mr.Niaz Ahmed Arain.	20.04.2011.	At Quoted Rate Rs:5328813/-	

Certified that all tenders entered above, were at the time of their opening found to be properly/arranged.

DIVISIONAL ACCOUNTS OFFICER
BUILDINGS
BADIN.



DISTRICT OFFICER
BUILDINGS
BADIN.

(3)

(B&R)

01.	Name of Procuring Agency :-	District Officer Buildings Badin.
02.	Tender Reference No. :-	N.I.T No:TC/G-55/408 dated 29.03.2011
03.	Tender Description/Name of Work :-	Cost Rs: 0.8140 (M) Pir Aali Shah Stadium Badin (Old pavilion Buildings)
04.	Method procurement. :-	SPPRA Rule 2010
05.	Tender Published :-	Daily Ibrat dated 02.04.2011
06.	Total Bid document sold. :-	(03 Nos.)
07.	Total Bid received. :-	(03 Nos.)
08.	Technical Bid opening date qualified. :-	Not applicable
09.	No. of bid Technically Qualified. :-	Not applicable
10.	Bids Rejected. :-	No.
11.	Financial Bid opening date. :-	20.04.2011
12.	Bid Evaluations report :-	

S.No.	Name of Firm or Bidder	Cost Offered by the Bidders.	Ranking in Terms of Cost.	Comparison with Estimate Cost.	Reason for Accepting/ Rejection	Remarks.
01.	M/S Syed Baehal Shah.	4802965	--	With Technical	Accepting	
02.	Mr. Niaz Ahmed Arain.	4957176	--	With Technical	Rejection	
03.	Mr. Muneer Ahmed Memon	5009675	--	With Technical	Rejection	


 DISTRICT OFFICER
 BUILDINGS
 BADIN


OFFICE OF THE DISTRICT OFFICER BUILDINGS BADIN.
FINANCIAL REVIEW

NAME OF WORK:-RENOVATION OF OLD PAVELION (MAIN BUILDING) AT BADIN (B-II TENDER) (PRODUCTION BONUS FUNDS).

S.No:	NAME O CONTRACTOR PARTICIPATED	DATE OF RECEIPT OF TENDER.	%AGE ABOVE OR BELOW THE RATE ENTERED IN CONTRACT ACCOUNT.	REMARKS:
1	M/S Syed Bachal Shah & Sons	20.04.2011.	At Quoted Rate Rs:4862965.30	Lowest.
2	Mr.Niaz Ahmed Arain.	20.04.2011.	At Quoted Rate Rs:4957176/-	
3	Mr. Muncer Ahmed Memon.	20.04.2011.	At Quoted Rate Rs:5009675/-	

Certified that all tenders entered above, were at the time of their opening found to be properly/arranged.


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BADIN.

(B&R)

01.	Name of Procuding Agency	:-	Distriet Officer Buildings Badin.
02.	Tender Reference No.	:-	N.I.T No:TC/G-55/ 408 dated 29.03.2011
03.	Tender Description/Name of Work	:-	Cost Rs: 0.250 (M) M/R to A-type Qtr: No.1. in Agrovil Colony Badin.
04.	Method procurement.	:-	Ist: Envelpment SPPRA Rule 2010.
05.	Tender Published	:-	Daily Ibrat dated 02.04.2011
06.	Total Bid document sold.	:-	(03 Nos:)
07.	Total Bid received.	:-	(03 Nos:)
08.	Technical Bid ipering date qualified.	:-	20.04.2011
09.	No. of bid Technically Qualified.	:-	20.04.2011
10.	Bids Rejected.	:-	Nil.
11.	Financial Bid opening date.	:-	20.04.2011
12.	Bid Evaluations report	:-	

S.No:	Name of Firm or Bidder	Cost Offered by the Bidders.	Ranking in Term of Cost.	Compension with Estimate Cost.	Reason for Accepting/ Rejection	Remarks.
01.	Mr.Zulifqar Ali Bhatti.	P-A- 30.75% Above P-B- 19.25% Above	--	With Technical Sanction.	Accepting.	
02.	Mr.Noor Muhammad Soomro.	P-A- 31.50% Above P-B- 19.50% Above	--	With Technical Sanction.	Rejection	
03.	M/S Furakh Raza & Brothers	P-A- 32.00% Above P-B- 20.25% Above	--	With Technical Sanction.	Rejection	


 DISTRICT OFFICER
 BUILDINGS
 BADIN

OFFICE OF THE DISTRICT OFFICER BUILDINGS BADIN.
FINANCIAL REVIEW

NAME OF WORK:- MR TO A-TYPE QUARTER NO.1, IN AGRICULTURAL COLONY BADIN.

S.No:	NAME O CONTRACTOR PARTICIPATED	DATE OF RECEIPT OF TENDER.	%AGE ABOVE OR BELOW THE RATE ENTERED IN CONTRACT ACCOUNT.	REMARKS.
1	Mr. Zulfiqar Ali Bhatti.	20.04.2011	Part-A 30.75% Above Part-B 19.25% Above	Lowest.
2	Mr. Noor Muhammad Soomro	20.04.2011	Part-A 31.50% Above Part-B 19.50% Above	
3	M/S Furakh Raza & Brothers.	20.04.2011	Part-A 32.00% Above Part-B 20.25% Above	

Certified that all tenders entered above, were at the time of their opening found to be properly/arranged.

R. Khan
Divisional Accounts Officer
Buildings
BADIN

[Signature]
DISTRICT OFFICER
BUILDINGS
BADIN.

(B&R)

01.	Name of Procuding Agency	:-	Distriet Officer Buildings Badin.
02.	Tender Reference No.	:-	N.L.T No:TC/G-55/ 408 dated 29.03.2011
03.	Tender Description/Name of Work	:-	Cost Rs: 0.2460 (M) M/R to C-Type Quarter No.20, in Agrovil Colony Badin.
04.	Method procurement.	:-	Ist: Envelopment SPPRA Rule 2010
05.	Tender Published	:-	Daily Ibrat dated 02.04.2011
06.	Total Bid document sold.	:-	(03 Nos.)
07.	Total Bid received.	:-	(03 Nos.)
08.	Technical Bid ipening date qualified.	:-	20.04.2011
09.	No. of bid Technically Qualified.	:-	20.04.2011
10.	Bids Rejected.	:-	Nil.
11.	Financial Bid opening date.	:-	20.04.2011
12.	Bid Evaluations report	:-	

S.No:	Name of Firm or Bidder	Cost Offered by the Bidders.	Ranking in Term of Cost.	Compension with Estimate Cost.	Reason for Accepting/ Rejection	Remarks.
01.	M/S Saddique Ali Jaffari.	P-A- 28.75% Above P-B- 19.30% Above	--	With Technical Sanction.	Accepting.	
02.	Mr.Noor Muhammad soomro	P-A- 29.25% Above P-B- 19.75% Above	--	With Technical Sanction.	Rejection	
03.	Mr. Lakhay Allahyar Bhatti	P-A- 30.00% Above P-B- 20.00% Above	--	With Technical Sanction.	Rejection	

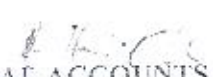

 DISTRICT OFFICER
 BUILDINGS
 BADIN


OFFICE OF THE DISTRICT OFFICER BUILDINGS, BADIN.
FINANCIAL REVIEW

NAME OF WORK:- M/R TO C-TYPE QUARTER NO:20, IN AGROVIL COLONY BADIN.

S.No:	NAME O CONTRACTOR PARTICIPATED	DATE OF RECEIPT OF TENDER.	%AGE ABOVE OR BELOW THE RATE ENTERED IN CONTRACT ACCOUNT.	REMARKS.
1	M/S Saddique Ali Jaffary.	20.04.2011	P-A- 28.75% Above. P-B- 19.30% Above.	lowest.
2	Mr.Noor Muhammad Soomro	20.04.2011	P-A- 29.25% Above. P-B- 19.75%	
3	Mr. Lakhay Allahyar Bhatti.	20.04.2011	P-A- 30.00% Above. P-B- 20.00%	

Certified that all tenders entered above, were at the time of their opening found to be properly/arranged.


DIVISIONAL ACCOUNTS OFFICER
BUILDINGS
BADIN.


DISTRICT OFFICER
BUILDINGS
BADIN.



DISTRICT GOVERNMENT, BADIN
Ph# 0297-810353

WORKS & SERVICES DEPARTMENT

DISTRICT OFFICER
BUILDINGS BADIN
NO.TC/G-55/ 408 /of 2011.
Dated: 27 - 03 - 2011.

NOTICE INVITING TENDERS.

In pursuance of SPP Rules 2010, the sealed tenders are invited from all interested person /parties/Firms /suppliers/contractors/Companies Firms to participate on B-I/II forms for procurement of the following works.

S.No.	Name of Scheme	Estimated	Earnest Money	Tender Fee	Time for Completion
		Rs. (In Million)			
01.	Ground Earth Filling in Pir Aali Shah Stadium Badin.	5.000	100000	3000	12 Months.
GYMINASSIAN HALL AT BADIN.					
i.	Civil Work.	5.000	100000	3000	12 Months.
ii.	Internal Water Supply & Sanitary Fitting.	1.450	29000	1500	12 Months.
iii.	Internal Electrification.	1.000	20000	1500	12 Months.
02.	Compound Wall i/c Guard Room (02 Nos:) at Badin.	1.725	34500	1500	12 Months.
03.	Renovation of old Pavelion (Main Building) at Badin.	0.814	16300	1500	12 Months.
04.	M/R to A-Type Quarter No.1, in Agrovil Colony Badin.	0.250	10000	750	02 Months.
05.	M/R to Type Quarter No:20, in Agrovil Colony Badin.	0.246	5000	750	02 Months.
06.	M/R to Cat:V Quarter No:1, in Revenue Colony Badin.	0.390	8000	750	02 Months.
07.	M/R to Cat:V Quarter No:16, in Revenue Colony Badin.	0.385	8000	750	02 Months.
8.	M/R to Cat:V Quarter No:3, in Revenue Colony Badin.	0.390	6000	750	02 Months.

1 The blank tender Forms and other documents can be obtained from the Office of undersigned from 1st: day of publication of tenders in Newspapers upto 16.04.2011 during office hours on depositing required tender fee shown against each work and the Tender will be received back on same day upto 12:30 P.M and will be opened same day in the presence of tender opening / evaluation committee & bidders or their authorized representatives who wish to be present

2 If the tender remains un-responded on 1st attempt the next date of opening on 20.04.2011.

3 Earnest money should be in shape of Call Deposit of reputed Bank of Pakistan and the Deposit amount in the name of District Officer Buildings Badin. The earnest money will be forfeited to the Government if the bidder modified or withdraw his bid after opening or fail to tender the contract the bid is accepted.

4 Conditional Tenders & tender without accompaniment of earnest money shall not be considers.

5 The Procuring Agency may reject all or any bid,subject to the relevant provision of SPP Rules 2010.


DISTRICT OFFICER
BUILDINGS
BADIN

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1. The Secretary to Government of Sindh Information & Technology Department Department Karachi for publication on Website www.Sindh.gov.pk.
2. The Director of Information (Advertisement) Government of Sindh Karachi for vide publicity through leading Newspapers One in Urdu, One in English & One in Sindh (in single insertion) further may not over by 4 Newspapers.
3. The Director General SPPRA Barrack No: 8 Sindh Secretariat No: 4,of Court road Karachi for publication on Website, www.ppra.sindh.gov.pk.
4. The District Officer (Revenue)/Project Director, Information & Technology Department Badin for information.
5. The District Officer, Information & Technology Department District Badin for Publication District Website.
6. The District Coordination Officer, Badin for favour of information.
7. The Executive District Officer, Works and Services Badin for favour of information.
8. The District Officer, Roads & Transport/ Education Works Badin.
9. The Deputy District Officer Buildings (All) under District Officer Buildings Badin.
10. The Drawing Branch/ Head Clerk/Notice Board.

DISTRICT OFFICER
BUILDINGS
BADIN

