Sindh Public Procurement Regulatory Authority Contract Evaluation Form

To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department, Government of Sindh
2	Provincial / Local Government / Other	Provincial
3	Title of Contract	Annual Repair Programme 2011-2012 - M&R to Civil Court Building at Matli District Badin (Renovation & Rehabilitation of Court Building Matli) (Compound Wal East Side)
4	Tender Number	NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011
5	Brief Description of Contract	Annual Repair Programme 2011-2012 - M&R to Civil Court Building at Matli District Badin (Renovation & Rehabilitation of Court Building Matli) (Compound Wa East Side)
6	Forum that Approved the Scheme	Annual Repair Programme 2011-2012
7	Tender Estimated Value	Rs.292,000/-
8	Engineer's Estimate (for civil works only)	Rs.279,700/-
9	Estimated completion period (as per contract)	02 months
10	Tender opening on (Date & Time)	31.12.2011 2.00pm
11	Number of tender documents sold (attached list of buvers)	03 Nos (as per comparative statement)
12	Number of Bid received	03 Nos (as per comparative statement)
13	Number of Bidders present at the time of opening of Bids	09 Nos.
14	Bid Evaluation Report (enclose a copy)	copy enclosed
15	Name and Address of the successful Bidder	M/S Tara Chand Government Contractor Ward No.4, Memon Muhalla, Sanghar
16	Contract award price	Rs.277,741/-
17	Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid)	1st lowest
18	Method of Procurement used (Tick one)	
	Single Stage - One Envelope Procedure	Domestic / Local
b	Single Stage - Two Envelope Procedure	
c	Two Stage Bidding Procedure	
d	Two Stage - Two Envelope Bidding Procedure	
	Please specify if any other method of procurer	nent was adopted i.e. emergency, Direct Contracting etc. wi brief reasons
19	Approving Authority for award of contract	Executive Engineer, Provincial Buildings Division, That
20	Whether the Procurement was included in	Not Prepared

Bid Evaluation Report
NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011
Provincial Buildings Division, Thatta

1	Name of Procuring Agency	Executiv	e Engineer,	Provincial Buildin	ngs Division, T	hatta
2	Tender Reference No.	NIT	No.TC/G-5	5/PBDT/ 1846 da	ated 26,11,2011	8
3	Tender Description / Name of work / item		din (Renova	2011-2012 - M&I tion & Rehabilita pound Wall East	tion of Court B	
4	Method of Procurement		Single	e Stage - One Env	elope	
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	th	Work co	erial No.10358 (59 osting below Rs.1. needs to publish in as per Rules	000(m),	
6	Total Bid documents sold			03 Nos.		
7	Total Bid Received			03 Nos.		
8	Technical Bid Opening date (if applicable) (Provide details in separate form)			N,A		
9	No. of Bid technically qualified (if applicable)			03 Nos.		
10	Bid(s) Rejected			Nil		
11	Financial Bid Opening date:			31.12.2011		
12	Bid Evaluation Report			W 100 11 10 10 10 10 10 10 10 10 10 10 10		
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
1	2	3	4	5	6	7
1	M/S Tara Chand	277,741	lst	within estimated cost	1st lowest	Accepted
2	M/S Yakoob Aziz Constructors	279,461	2nd			Highest
3	M/S Muhammad Aslam Khushak	279,675	3rd			Highest

Divisional Accounts Officer Provincial Buildings Division Thatta

Executive Engineer
Provincial Buildings Division
Thatta

Comparative Statement

Annual Repair Programme 2011-2012 M&R to Civil Court Building at Matli District Badin (Renovation & Rehabilitation of Court Building Matli) (Compound Wall East Site)

Technical sanction accorded vide SE, PBC, Hyderabad letter No.PB/3728 dated 23.12.2011 for Rs.279,700/
Tender invited vide No.TC/G-55/PBDT/1846/dated 26.11.2011

Date of Issue upto: 30.12.2011

1		ate					Rate Ouoted by the Bidders / Contractors	Biddere /	Contractors			
S.No	Description of Item		Amount	M/S Tara Chand	a Chand		M/S Valoob Aria Construction	Tin County	Countacions	110011		
_	2		2	Dore Orese	-		THE TAKEOU A	ZIZ COIISII	uctors	M/S Muhammad Aslam Khushak	ad Aslam F	Chushak
			2	Nate Quoted	<	Amount	/ Rate Quoted	*	Amount	Rate Onoted		Amount
	CIVIL WORK)	Civil work		(Pinil most		1	Train Another		AMOUNT
_	Cost of Schedule Irem	De	107 470	Cost of C. Learn	-	1	CIVIL WOLK			CIVII WORK		
c	Control of the Control	100	0/15/01	107,470 COSL 01 3. ITEM	KS.	/107,478	107,476 Cost of S. Item	Rs.	107.478	107.478 Cost of S. Item	De	11/17 470
7	Cost of carriage	Rs.	71,486	71,486 Cost of N.S. Item	Re	1	Cost of M C Itom	-0		. 0	icy.	107,478
2014	Suh Total Re	Pe.	170 064	179 064 64 70 6/ 1	100	7	COST OF IX, S. HCIII	KS.		Cost of N. S. Item	Rs.	
,	1000	17.0	100,004	64.70 % above	KS.	91,034	91,034 86.30 % above	Rs	D3 7 54	92 75d 86 S0 % about	. O.	000000
2	Cost of non schedule items	Rs.	ı	Cost of Cement esc.	Re	18 4500	18 450 Cost of Comment	. 0	101101	do.ou /a above	KS.	37,968
4	Add: 20% on schedule items	0.0	201.400	00	100	50,100	gost of cellicit esc.	KS.	18,450	18,450 Cost of Cement esc:	Rs.	18 450
1	CHAIR PORCHAIN	123	064,12	21,490 (Cost of Steel esc;	Rs.	17.2807	17.280 Cost of Steel esc.	Re	17 300 4	Court of Coast		
2	Cost of Cement escalation	Re	18 450	18 450 Cost of Buick age.	D	007 07	2000 1000	1001	002,11	17,200 Cost of Steel esc.	KS.	17,280
4	Court of Court		norther.	COSC OF DITION CSC.	KS.	45,499	45,499 Cost of Brick esc;	Rs.	43,499	43,499 (Cost of Brick eer-	De	42.400
0	Cost of Steel escalation	Rs.	17,280	17,280 (Cost of Wood esc.	Rs		Cost of Wood age:	D.,		Control Dillon Car.	tvo.	42,449
7	Cost of Brick escalation	Rs.	43,499				Control of the control	125		Cost of Wood esc:	Ks.	
∞	Cost of Wood escalation	Rs.	1			200						
	Tara	Total De	270,000		-	*			1			
-	Lora	II IVS.	277,039	Lo	Fotal Rs.	\277,741	Tc	Total Re	197 026		Potest De	2000
						1		Court and	101777		23	11/1/0/

The rate quoted by M/S Tara Chand, Government Contractor @ Civil work 84.70% above on schedule items only found lowest, hence accepted / approved.

Divisional Accounts Officer Provincial Buildings Division M Thatta

Provincial Buildings Division



Tel # 0298-920097

No.TC/G-55 PBD1 // S
Office of the Executive Engineer,
Provincial Buildings Division, Thatta
Dated: 23-01-20/2

Work Order Tender = 05

To,

M/S Tara Chand,

Government Contractor, Ward No.4, Memon Muhalla,

Sanghar

Subject:

ANNUAL REPAIR PROGRAMME 2011-2012

M7R TO CIVIL COURT BUILDING AT MATLI DISTRICT BADIN (RENOVATION & REHABILITATION OF COURT BUILDING MATLI) (COMPOUND WALL EAST SIDE)

Reference:

Your B-I / B-II tender opened on dated 31,12,2011

 Technical sanction accorded vide Superintending Engineer, Provincial Buildings Circle, Hyderabad letter No.PB 3728 dated 23.12.2011 for Rs.279,700

Your B-I / B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates, Electrical (Composite) Publication No.45 in-force from 1st October 2004, including non-schedule items / rate analysis has been accepted by the competent Authority. The brake up is as under:

General Civil Schedule @ 84.70% above on schedule items only (Rupees eighty four point seven zero percent above) only

- 1/- The amount of Rs.277,741/- includes schedule items, non schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on non schedule items / rates analysis items / offer rates.
- 2/- You are advised to please start the work under the instructions / supervision of the Assistant Engineer, Provincial Buildings Sub Division, Badin within (10) ten days from the issue of this work order.
- 3/- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- 4/- The time allowed for completion of work as provided in the tender is (02) two months, which should be strictly adhered too as per clause (2) of the form B-1 agreement.
- 5/- Carriage of material has been converted into premium, therefore, payment of carriage will not be paid on any item of work separately.
- 6/- Escalation cost of Cement, Steel, Brick & Wood work will be paid / deducted as per actual consumption and the rates taken will be as per Bureau of Statistics, Government of Pakistan.
- 7/- The true copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- 8/- The work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- 9/- You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
- 10/- Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.
- 11/- Provision of source of fine aggregate of proper gradation and of approved quarry and removal of rust from bars, is the Sole responsibility of the Contractor.

DA As above True copy of schedule-B

191- Dishid low (Court

Executive Engineer Provincial Buildings Division

An I hatt

RENOVATION/REHABILITION OF COURT BUILDING MATLI (COMPUND WALL). (EAST SIDE.).

SCHEDULE "B".

S.NO: NAME OF WORK:- QUANTITY. RATE. %OCIT. AMOUNT.

1x COMPOUND WALL.

1. Excuation in foundation of building brick and other structure i/c: dag belling dress ing refilling arround the structure with excavted earth watering and ramming lead up to 5 ft. (b) in ordinary soil (3.1NO: 18(b)P-5) 592 Cft.

1306.80 %OCft. 774/00

2. Cement concret brick or stone ballast 1-1/2" to 2" gauge ratio 1:5:10 (S.I.NO:4(b)P-16).
115 Cft.

3213.95 %Cft. 3696/00

8.C.C work including labour and materl except the cost of steeles reinforcement and its labour for bending and bending which will be paid separtely. This rate also i/c: all kinds of forms moulds lifting shuttering curring remering and finishing the exposed surface (I/C screen and washing of chingle) (a) R.C. work in froo slab, beams colours, refts lintels and other structural member's lid insitu or precast laid in position complete in all member (i) Ratio 1:2:4 90 lbscement 2 Cft s and 4 Cft. shingle 1/8" to 1/4" gauge, (S.I.NO: 6P-(19).

114.00 P.Cft. 26790/00-

4. Fabrication of mild stel reinforcement for C.C cutting bending laying in postis making joints and fastening i/c: the cost of binding wire also i/c: removal of rust from bars (S.I.NO: 7(s)p-18
Using Tor Bars. 10.77 Cwt.

2772.55 P.Cwt. 29860/00

5. Pacca brick work in foundation some plinth in Cement sand mortor 1:6 (S.I.NO: 4(a)P-25). 490 Cft. 3865.15 %Cft 18939/00

6. P/L single per layer of polythen sheet 0.133mm thick for water proffing as per specificantion and instructions of Engineer Incharge.

(S.I.NC: 38 p-44). 100 Sft. 3.64 P.Sft. 364/00

Contd....P/2.

Low han &

G. R. P. W. D. Nos. 7938 of 6-4-35 56-1 of 8-6-36, 1954-W of 27-9-37, G.C.M.P. and M. Deptt. No. 363-1/37 of 9-11-37 (P.W. D.) No. S-173, 2-W of 22-2-30, G. Rs. (P. W. D.) No. 1038-1 of 22-2-37 12-10-44 and 2-5-44 6-54-W of 22-2-39 12-10-44, and 2-5-44, 05-W 1038/13-1 of 28-3-49, 5-47-W 2 of 12-12-50.

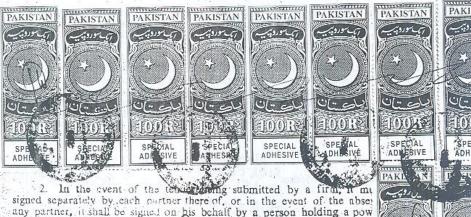
Mis Tara Chand Rovent - Controlor

FORM B-1

PUBLIC WORKS DEPARTMENT Brovining Bouldigorrele Hydrobid

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors



2. In the event of the tender thorng submitted by a firm, it me signed separately by each cortner there of, or in the event of the absertary partner, it shall be signed on his behalf by a person holding a pow attorney authorizing him to do y

3. Receipts for campais made on account of any work, when exe by a firm, shall also be signed of all the partners, except where the co-tors are described in their renders to the case the receipt be signed in the name of the farm by one of the partners, or by some persons have authority to give effectual receipts for the firm.

4. Any person who subants a tender shall fill up the usual printed stating at what percentage above or below the rates specified in Schedi memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimated rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No princed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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

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

Executive Engineer Provincial Buildings Division . Ah Thatta

to tar as applicable, and in default thereof to forfeit and pay to Covern CONIXACIO ment the sums of money mentioned in the said conditions.

Receipt No. 10/8 7205 dated 16/12-2011 from Government Treasury or Amount to be sub-Treasury at in respect of the sum of Rs. 6600 pool of Receipt in herewith forwarded representing the earnest money 1(a) the full value of

Strike out (a) it no the hereunity deposit it to be taken. which is to be absolutely, forfeited to Government should We not deposit

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. (2009) c. shall be retained by Goevenment on account of such security deposite as aforesaid], or (b) the full value of which shall be retained by the Govennment on account of the security deposit specified in clause I (B) of the conditions]. **

"Strike out (b) if any cash recurltaken.

Dated the

brussion of tender eseSignature of witness to contra-cart's signature.

"Bignature of the officers by whom accepted,

(Witnesses ***) M/S Ever Shing Count Co (Address) Governt Countries (Address) Posto karl

(Occupation)

The above tender is hereby accepted by me on behalf of the Covernor of Sind. Lower of the French of the Covernor fixed to the fixed the

Condition of Contract Thatta

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

the contractor) shall (A) I (within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and oon, 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 Ingineer in cash or Govt; Securities endorsed to Executive Engineer (if denosited for more then twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event 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 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 payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may be once due to the contractor under sums which is due or may be one due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor, shall within ten days thereafter, make good in cash or with Government securities. endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security, deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into litterest-bearing securities provided that the depositor has expressly desired this in writing.

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Executive Engineer Provincial Buildings Division M Thatta

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ithout tho iall assign commence mposition by notice ind truc f business notice in ed by him d or ad-iven, proits to any y relating pecome in actor does hineer-inwent of a shall.

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

Glause 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 companies tion to be consi-dered as rumnuable compensation with out reference

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 un-det direction of Superintending Lingineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Gevernment under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or telating 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 Supdig: Enginee 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" offerhed to the account at the rates sliown 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-

Stares of Europ-ean or American ean of American-manufacture to be obtained from Geveniment.

Clause 32.—When the estimate on which a tender is made includes lump regards 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 Engineerin-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum appoint 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 annis hi venient. 10 275% elsming.

Clause 33 .- In the case of any class of work for which there is no such speci-Action where no fication as is mentioned in Rule 1 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 requirement of the Engineer-in-charge.

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Clouse 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 ranway, in case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate concessionary labs chatges for the Rallway.

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

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

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

Clause 49—1/We hold myself/ourselves responsible to pay the Sales Tax as livied in accordance with Pakistan General Sales Tax Act. 1943, or any other law for the time being in force.

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

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

When the sanctioning authority for the tender is:-

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

Six months. Clause 52."If any question, difference or objection whatsoever shall arise Clause 52. "If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the corright of and obligations of the parties as the result of such termination shall be referred for arbitration of such person as may be appointed in this behalf by Chief Engineer direction, 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 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 Merky No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

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

Procedure acceptance of ten ders when tendered rates sio samo.

Recovery of dasi from contractor as Revenue.

Partnership M L.A'S bidden.

Payment of Sale

Interest or share Government in the Work

Divisional Accounts Officer

REMOVATION/REHABILITION OF COURT BUILDING MATLI (COMPUND WALL). (FAST SILE.).

SCHEDULE "B".

S.NO: NAME OF WORK:-QUANTITY. RATE. %OCTt. AMOUNT. Excuation in foundation of building brick and other st-1. ructure i/c: dag belling dress ing refilling arround the structure with excavted earth watering and ramming lead up to 5 ft. (b) in ordinary soil (3.1NO: 18(b)9-5) 592 Cft. 1306.80 %0cft. 774/00 Cement concret brick or stone ballast 1-1/2" to 2" gauge ratio 1:5:10 (S.I.NO:4(b)P-16). レーレ 115 Cft. 3213.95 %Cft. 3696/00 R.C.C work including labour and materl except the cost of steelng reinforcement and its labour for bending and bending which will be paid separately. This rate also i/c: all kinds of forms moulds lifting shuttering curring remering and finishing the exposed surface (I/C screen and washing of chingle) (a) R.C. work in froo slab, beams colours, r fts lintels and other structural member's lid insitu or precast laid in position complete in all mespect (i) Ratio 1:2:4 90 lbscament 2 Cft s.nd 4 Cft. shingle 1/8" to 1/4" gauge, (S.I.NO: 6P-(19). -235 Cft. 114.00 P.Cft. 26790/00-Fabrication of mild stel reinforcement for C.C cutting bending laying in postis making joints and fastening i/c: the cost of binding wire also i/c: removal of rust from bars (S.I.NO: 7(a)p-18
Using Tor Bars.

10.77 Cwt. 10.77 Cwt. 2772.55 P.Cwt. 29860/00 Pacca brick work in foundingon and plinth in Cement sand mortor 1:6 \ (S.I.NO: 4(e)P-25). 490 490 Cft. 3865.15 %Cft 18939/00 P/L single per layer of polythen sheet 0.133mm thick for water proffing as per specificantion and instructions of Engineer Incharge.

100 V sft. 3.64

Contd....P/2.

P.sft.

364/00

(S.I.NC: 38 p-44).

- Pacca brick work in other than building i/c: stricking of joints upto 20°Ft.ht.
 in (e) Cement sand mortor 1:6
 (SI.NO. 7(e)P-26).
 405 Cft. 4089 %Cft. 16560/00-
- 8. Cement plaster 1:6 upto 20'height (b) 1/2"thick (S.f.NO: 13(b)P-58). 540 Sft. 531.41 %Sft. 2870/00
- 9. Cement plaster 1:4 upto 20' height (a) 3/8" thick.(S.I.NO:11(a)P-58 540 Sft. 536.14 %Sft. 2895/00.
- 10. Cament pointing struck joints on wall (a) Ratio 540/Sft. 645.37 %Sft. 3485/00.
- 11.Colour washing (b) Two coats. (SINO: 25(b)P-60). 1200 Sft. 103.79 %Sft. 1245/00

Total Es:- 107478/

TERM AND CONDITIONS:=

 No premium shall be allowed on items based on market rates and sanctioned by the competent authority out side the shakfule of rate enforced.

rase enforced.

2. No thing shall be paid for cartate on amy material what so ever broutht at the site of work i/c: material cartage from Govt: store The material for use in the work of fine finish reduct can be got tested from the approved laboratory or a directed by the Executive Engineer, incharge or his representative all expenses in connection with such testing shall be born by the contractor exclusively with out reimbursement or claim against the Govt: on account.

Canttractor:

Asistant Engineer,
Provincial Eulidings Sub-Divin:
Badin.

DE EXECUTIVE ENGINEER PLANT.

THATT.

Sindh Public Procurement Regulatory Authority Contract Evaluation Form

To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department, Government of Sindh
2	Provincial / Local Government / Other	Provincial
3	Title of Contract	Annual Repair Programme 2011-2012 - M&R to District Session Court Building Badin (Repair of Over Head Wate Tanks 03 Nos i/c Water Supply & Sanitory Fitting)
4	Tender Number	NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011
5	Brief Description of Contract	Annual Repair Programme 2011-2012 - M&R to District Session Court Building Badin (Repair of Over Head Wate Tanks 03 Nos i/c Water Supply & Sanitory Fitting)
6	Forum that Approved the Scheme	Annual Repair Programme 2011-2012
7	Tender Estimated Value	Rs.108,000/-
8	Engineer's Estimate (for civil works only)	Rs.109,600/-
9	Estimated completion period (as per contract)	02 months
10	Tender opening on (Date & Time)	31.12.2011 2.00pm
11	Number of tender documents sold (attached list of buyers)	03 Nos (as per comparative statement)
12	Number of Bid received	03 Nos (as per comparative statement)
13	Number of Bidders present at the time of opening of Bids	09 Nos.
14	Bid Evaluation Report (enclose a copy)	copy enclosed
15	Name and Address of the successful Bidder	M/S Abdul Rauf Sahito Government Contractor House No.A-16, Happy Homes, Qasimabad Hyderabad
16	Contract award price	Rs.106,922/-
17	Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid)	1st lowest
18	Method of Procurement used (Tick one)	
8	Single Stage - One Envelope Procedure	Domestic / Local
t	Single Stage - Two Envelope Procedure	
C	Two Stage Bidding Procedure	
c	Two Stage - Two Envelope Bidding Procedure	
e-charin	Please specify if any other method of procurem	lent was adopted i.e. emergency, Direct Contracting etc. with brief reasons
19	Approving Authority for award of contract	Executive Engineer, Provincial Buildings Division, That
20	Whether the Procurement was included in Annual Procurement Plan?	Not Prepared

21	Advertisement :		
i.	SPPRA Website (if yes, give date and SPPRA identification No.)	Single Stage - One Envelope	
ii	News Papers (if yes, give names of news papers and dates)	SPPRA Serial No.10358 (5973/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules	
22	Nature of Contract	Domestic / Local	
23	Whether qualification Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes	
24	Whether Bid Evaluation Criteria was included in Bidding / Tender documents ? (if yes, enclose	Yes	
25	a copy) Whether approval of competent authority was obtained for using method other than open competitive bidding?	N.A	
26	Was Bid Security obtained from all the Bidders	Yes	
27	Whether the successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case of Consultancies)	N.A	71
28	Whether the successful Bidder was Technically complaint?	Yes	
29	Whether Names of the Bidders and their quoted prices were read out at the time of opening of Bids?	Yes	
30	Whether Evaluation Report given to Bidders before the award of contract ? (attached copy of the Bid Evaluation Report)	Yes	11
31	Any complaints received (if yes, result thereof)	NO	
32	Any Deviation from specifications given in the tender notice / documents (if yes, give details)	NO	
33	Was the extension made in response time ? (if ves. give reasons)	NO	
34	Deviation from Qualification Criteria (if yes, given detailed reasons)	NO	
35	Was it assured by the Procuring Agency that the selected firm is not black listed?	Yes	
36	Was a visit by any Officer / Official of the Procuring Agency to the Supplier's premises in connection with the Procurement ? If so, detailes to be ascertained regarding financing of visit, if abroad: (if yes, enclose a copy)	N.A	12
37	Were proper safeguards provided on Mobilization Advance payment in the contract (Bank Guarantee etc)?	N.A	50
38	Special conditions, if any (if yes, give brief	N.A	
	description)		

Divisional Accounts Officer Provincial Buildings Division Thatta

Executive Engineer
Provincial Buildings Division
Thatta

Bid Evaluation Report
NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011
Provincial Buildings Division, Thatta

1	Name of Procuring Agency	Executi	ve Engineer	Provincial Build	ings Division, T	hatta
2	Tender Reference No.	NI.	T No.TC/G-	55/PBDT/ 1846 d	ated 26.11.201	1
3	Tender Description / Name of work / item		lin (Repair o	2011-2012 - M& of Over Head Wate ply & Sanitory Fit	er Tanks 03 No	
4	Method of Procurement		Singl	e Stage - One Env	/elope	10-1-1
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	ti	Work c	erial No.10358 (5 osting below Rs.1 needs to publish i as per Rules	.000(m),	
6	Total Bid documents sold			03 Nos.		
7	Total Bid Received			03 Nos.		
8	Technical Bid Opening date (if applicable) (Provide details in separate form)			N.A		
9	No. of Bid technically qualified (if applicable)			03 Nos.		
10	Bid(s) Rejected			Nil		
11	Financial Bid Opening date:			31.12.2011		
12	Bid Evaluation Report	Well and	vector in the second	Harton and the same of	er in a service	
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
1	2	3	4	5	6	7
1	M/S Abdul Rauf Sahito	106,922	1st	within estimated cost	1st lowest	Accepted
2	M/S Yakoob Aziz Constructors	106,980	2nd			Highest
3	M/S Tara Chand	107,095	3rd			Highest

Divisional Accounts Officer Provincial Buildings Division Thatta

Executive Engineer Provincial Buildings Division Thatta

Comparative Statement

Annual Repair Programme 2011-2012 M&R to District Session Court Building Badin (Repair of Over Head Water Tanks 03 Nos Ve Water Supply & Sanitory Fitting)

Technical sanction accorded vide SE, PBC, Hyderabad letter No.PB/3726 dated 23.12.2011 for Rs.109,600/
Tender invited vide No.TC/G-55/PBDT/1846 dated 26.11.2011

Date of Issue upto: 30.12.2011

	As Per Sanctioned Estimate	ate					Rate Onoted by the Diddow (Contract	Diddow / Co				
S.No	Description of Item	A	Amount	M/S Abdul Rauf Sabito	Ranf Sahi	9	rate Cuoted by tile	biduers / Co	HITACTORS			
_			c	npov out	Trans. Carr	2	INI/S IS	IVIVS Lara Chand		M/S Yakoob Aziz Constructors	Aziz Construe	tors
-	- 1:00		0	Kate Quoted	7	Amount	Rate Quoted	Am	Amount	Rate Onoted	An	Amount
	CIVII WORK		,	Civil work			/Civil work		1	Chail mont		TIPO I
-	Cost of Schedule Item	Rs.	14,511	14,511 Cost of S. Item	Rs.	/14.51	Cost of S. Item	De	11211	Corr of C Lone	:	-
7	Cost of carriage	Rs.	2,729	2,729 Cost of N. S. Item	R¢	1	Cost of N S Irom	D.	110,41	14,511 Cost of S. Hem	Rs.	14,511
	Sub Total Re	Re	17.240	17 240 20 50 Calana	D. O	10000	22.01.01.02	NS.		Cost of N. S. Item	Rs.	
	Cost of non schodula itama		01.74	722.03 /0 d00vc	NS.	3,200	3,200 23.91 % above	Rs.	3,470	3,470 24.89 % above /	Rs.	3.612
	COSC OF HOR SCHEDULE HEIDS	KS.		Cost of Cement esc:	Rs.	4,920	4,920 Cost of Cement esc;	Rs.	4 920	4 920 Cost of Cement esc.	De	000 F
4	Add: 20% on schedule items	Rs.	2,902	2,902 Cost of Steel esc:	Rs.	-	Cost of Steel ese-	Be	2001	Coot of Cant and	S.S.	4,920
S	Cost of Cement escalation	Rs.	4,920	4,920 Cost of Brick esc-	Re		Post of Brick occ.	Do.		Cost of Steel esc.	KS.	,
9	Cost of Steel escalation	De		Cont of Min 1			FOR DITCH CO.	ż	1	Cost of Brick esc;	Ks.	
	Cost of Brief coordings	3		Cost of wood esc:	KS.	1	(fost of Wood esc:	Rs.	ă î	Cost of Wood esc;	Rs.	
1	COST OF DETCK ESCAPATION	Ks.										
00	Cost of Wood escalation	Rs.	c									
	W/S & S/Fitting I/c PHE Schedule			W/S & S/Fitting i/c PHE Schedule	HE Schedin	le	W.S. & S/Eitting ife DLE Schodule	HE Colondalia		11/16 & C. (C.)		
-	Cost of Schedule Item	Rs	C99 8C	28 662 Cost of S Hom	De	1	20 220 Com at C 10	are ocusonic		w/s & s/t/itting i/c l/HE schedule	HE Schedule	
0	Cost of non schodule items	D.a.	20100	. 0 100	Na.	700'07	COST OF S. REIII	KS.	78,662	28,662 [Cost of S. Item	Rs.	28,662
Т		NS.	20,100	50, 160 Cost of N. S. Item	Ks.	50,040	50,040 Cost of N. S. Item	Rs.	49,900	49,900 Cost of N. S. Hem	Re	40.560
0.7	Add: 20% on schedule items	Rs.	5,732	19.50 % above /	Rs.	5,589	5,589 19.65 % above ~	Rs.	5,6327	5,632 19.94 % above	Re	5715
				1								20110
	Total Rs.	I Rs.	109,601	T	Total Rs.	106,922		Fotal Rs.	107 095	0	Total De	106 000
						1			200000		Utal No.	100,980

The rate quoted by M/S Abdul Rauf Sahito, Government Contractor @ Civil work 22.05% above, W/S & S/Fitting i/c PHE work 19.50% above on schedule items only found lowest, hence approved.

Divisional Accounts Officer Provincial Buildings Division Menta



Ter# 0298-920097

No.TC G-55 PBDT 1/4 Office of the Executive Engineer. Provincial Buildings Division, Thatta

Dated: 23-01-2012

To,

Work Order Tender = 04

M/S Abdul Rauf Sahito.

Government Contractor,

House No.A-16, Happy Homes, Qusimabad,

Hyderabad

Subject:

ANNUAL REPAIR PROGRAMME 2011-2012

M&R TO DISTRICT SESSION COURT BUILDING BADIN (REPAIR OF OVER HEAD WATER

TANS 03 NOS I/C WATER SUPPLY & SANITORY FITTING)

Reference:

Your B-I / B-II tender opened on dated 31.12.2011

ii. Technical sanction accorded vide Superintending Engineer, Provincial Buildings Circle, Hyderabad letter No.PB 3726 dated 23.12.2011 for Rs.109,600

Your B-1/B-II tender for the above mentioned work as per approved schedule of rates (General). Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates. Electrical (Composite) Publication No.45 in-force from 1st October 2004, including non-schedule items rate analysis has been accepted by the competent Authority. The brake up is as under:

> General Civil Schedule @ 22.05% above on schedule items only (Rupees twenty two point zero five percent above) only WSSF & PHE Schedule @ 19.50° above on schedule items only (Rupees nineteen point five zero percent above) only

- 1/-The amount of Rs.106,922/- includes schedule items, non schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on non schedule items / rates analysis items / offer rates.
- 2/-You are advised to please start the work under the instructions / supervision of the Assistant Engineer, Provincial Buildings Sub Division, Badin within (10) ten days from the issue of this work order.
- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- The time allowed for completion of work as provided in the tender is (02) two months, which should be strictly adhered too as per clause (2) of the form B-1 agreement.
- Carriage of material has been converted into premium, therefore, payment of carriage will not be paid on any item of work separately.
- Escalation cost of Cement, Steel, Brick & Wood work will be paid / deducted as per actual consumption and the rates taken will be as per Bureau of Statistics, Government of Pakistan
- The true copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- The work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
- Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.
- Provision of source of fine aggregate of proper gradation and of approved quarry and removal of rust from bars. is the Sole responsibility of the Contractor.

DA As above

True copy of schedule-B

191 Dishet lower Court

PREPAIN OF OWER HEAD WATER TANKS 03 NOS: I/C WATER SUPPLY AND S/FITTING.

SCHEDU LE ... "B".

S. NO: NAME OF ITEMS. QUANTITY. RATE. UNIT AMOUNT. PART (A) CIVIL WORK. b Removing of sement or lime plaster (S.I.NO: 53P-14). 765 Sft. 58.08 %Sft. 444/00 2. Appling floating east of cement 1/32* thick. (S.I.NO: 14P-59). 765 Sft. 755 \set. 351.08 %sft. 2762/00. 3. Vertical damp proof course of 3/4" thick cement plastere 1:2 with bitumen at 20 lbs per % Sft. (SI.NO: 70 P-112). 765 Sft. 765 Sft. 1041.84 %Sft. 7970/-Cement plaster 1:4 up to 20% height (c) 3/4% thick (SI.NO: 10 (c) 9-58) 358 Sft. 7 779.96 %Sft. 2792/00-P/F ornament, 1 cement jalli 2" hick 5. (1:2:4) without steel. 12 Bft. 45.24 P.Sit. 543/00. TOTAL RS:-14511/00. PART "B" W/S AND S/FITTING. (a) SCHEDULE ITEMS: D. Providing R.V.C. pipe with collars class 'B' 10 and digging the tenches to require depth and fixing in position i/c cutting fitting and jointing with mazphalt composition and cement mortar 1:1 and testing with water pressure to a hed of 4 Ft above the tor of the highest pipe and refilling with exvav ted staff (c) 6 dia R.C.C pipe class MBm. (S.I.NO: 2 (c) P-21). Each. 外30/))。 Construction of main hole of ispection chymber for the required dia of circular sewed and 3%x6% (1067mm) depth with wall of B.B 7m cement mortor 1:31/2% thick in side of walls and 1% 25mm) thick over benching and channel I/e flxing C.I. man hole wover with rrame of (457x457mm) of 1.75 cwt (88.9 kg) embedded in plain C.C 1:2:4 and fizing 1% 25mm) M.S step of wall at 12% (305mm) C/C duly painted etc complete as per specification and drawing No: D.P /P1 of public Health Circular southwern zone (S.I.NO: 1(a) P-39PHD 2. Health Circular southwern zone (S.I.NO: 1(a) P-39PHD
(a)4" ton 12" dia 2x2x3x6.9 with C.I. main hole cover
w/o mover.

O3 Nos

1954:70 Each.

5709:20

Contd:....P/2. 17368 2 5864/00.

G. R. P. W. D. Nos. 7938 of 64-35 56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-P/37 of 9-11-37 (P. W. D.) No. S-173, 2-W-of 22-2-3a, G. Ra. (P. W. D.) No. 1038-1 of 22-2-37 12-10-44 and 2-5-44 654-W of 22-2-39 12-10-44, and 2-5-44, 05-W 1038/11-1 of 28-3-49, 5-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT fromment Bulling CIRCLE A

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed to 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 tenderess and the percentage, if any to be deducted from totals. It will also state when the control of the successful tenderess and the percentage, if any to be deducted from totals. ther a refund of quarry fees, royalities, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by the Executive Engineer during office hours

2. In the event of the tender being submit signed separately by each partner there of, or in any partner, it shall be signed on his behalf by a attorney authorizing him to do so.

3. Receipts for tayments made on account by a firm, shall also be signed by all the partners tors are described in their tender as a firm, in be signed in the name of the farm by one of the persons having authority to give effectual receipts

SPECIAL SPECIAL SPECIAL SPECIAL

. 4. Any person who submits a touder shall fil. up use us stating at what percentage above or below the rates specified in Schedule B memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimated rates of such percentage, on all the Scheduled Takes dehantains be framed. Tenders, which propose any alteration in the works processing the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No princed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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

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

AROUD

Engineer Buildings Division C

Contractor

ment the sums of money mentioned in the said conditions. Receipt No. 1018 7201 dated 16 12-201 from Government Treasury or sub-Treasury at in respect of the sum of Rs. 22001 in the result of the sum of Rs. 22001 and and appeals the earnest money (0) the rull value of the sum of Rs. *Amount to be specified in words and figures

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said such security deposite as aforesaid 1 or (b) the full value of which shall be retained by the Government on account of retained by the Government on account of the security deposit specified in clause I (B) of the conditions 1.**

Strike out (a) if no ca h security deposit is to be taken. **Strike out (b)
if any cash security deposit is to be

(Witnesses ***) m/s mule Aslan Whehale (Address) Governor Couldn's (Occupation) Make Thath.

°Signature of co-ntractor before su-bmission of tender o stannagia.

"Signature of the officers by whom surpred.

The above tender is hereby accepted by me on behalf of the Governor of Sind. Const. 106922/2 Infects (SSF-19:56/2000)

Executive Exprincer (SSF-19:56/2000)

Division (or his duly authorized Assistant)

Dated the day of Executive Engineer (C9)

Condition of Contract Traits

acutity deposits.

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

the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and 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 then twelve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may be ome 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 the contractor make good in each or with Congregate the contractor. 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 fractive Engineer deposit referred to, when paid in cash, may, at the cost of the depositor, before Buildings Division converted into interest-bearing securities provided that the depositor has experience Buildings Division that the depositor has experience the in writing

fulreto

ainst the final payment only and not as payments for work ctually 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 accruning of any claim; nor shall it conclude, determine; or effect in any other way the rowers of the Ingineer-in-charge as in 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 tixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties,

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 fiinal or on account hills.

Payment at red uced rates on account of item of work not accopted as completed to be at the direction of the Enginee-in-

Chase 10.-A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admisisble, 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 lists 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.

mitted 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 heremafter provided for such work.

Bills to be on pri-

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 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 band, 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

More supplied by

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

outed in accordance with specifications, drigwings are story and Executive Engineer

cial Buildings Division

«Wontractor

that any materials or articles provided by him for the execution of the work art unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-incharge to intimate this fact in virtual 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 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 failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such infetior 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 op-

Contractor or responsible agent to be present.

Clause 19 .- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement 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 work. ing, or any building, road, fence, enclosure of grass land of cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor. or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

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

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

Contractor to supply plant, ladders scaffoldings, etc.

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Contractor

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Clause 45.— If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by real, 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 tailway. 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 form the Railway.

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

Procedure of sceeptance of tenders when tendered rates are same.

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

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

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

Partnership of M L.A'S for bidden.

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

Payment of Sale

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

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

When the sanctioning authority for the tender is:-

Executive Engineer

One month.

Superintending Engineer

Two months.

Chief Engineer

Three months.

Government

Six months.

Clause 52."If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the ducision 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;"

Contraction

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 Membra 101015 W dated 14th September, 1937, and subsequent orders issued in this conficction.

Divisional Accounts Officer

Divisional Accounts Officer
Divisional Accounts into

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

Contractor.

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Executive Engineer,
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A-Ray Contractor

DISTRICT SESSION COURT BUILDING PAUIN PREBAIN OF OVER HEAD WATER TANKS 03 NOS: I/C WATER SUPPLY AND S/FITTING.

SCHEDU LE ... "B".

QUANTITY. RATE. S.NO: NAME OF ITEMS. PART (A) CIVIL WORK.D Removing of sement or lime plasher (S.I.NO: 53P-14). 765 Sft. 444/00 58.08 MSIt. Appling floating coat of cement 1/32%/thick. (S.I.NO: 14P-59). 755 Sft. 351.08 2762/00. 765 Gft. %Sft. Vertical damp proof course of 3/4" thick cement plastere 1:2 with bitumen at 20 lbs per % Sft. (SI.NO: 70 P-112). 765 Sft 3. 765 Sft. 1041.84 %Sft. 7970/-Cement plaster 1:4 up to 20" height (c) 3/4" thick (SI.NO: 10 (c) 9-58) 358 Sft. 40 779.96 %Sft. P/F ormamental cement jalli 2° bick (1:2:4) without steel. 12 Bft. 5. 45.24 P.Sit. 543/00. 14511/00.1 10TAL RS:-PART "B" W/S AND S/FITTING. (a) SCHEDULE ITEMS: 0. Providing R.V.C. pipe with collars class 'B' and digging the tenches to require depth and 1 . and digging the tenches to require depth and fixing in positon i/c cutting fitting and jointing with mazphalt composition and cement mortar 1:1 and testing with water pressure to a he d of 4 Ft above the top of the highest pipe and refilling with exvav ted staff (c) 6 dia R.C.C pipe class "B" (S.I.NO: 2 (c) P-21). 5430/))。

Each. Construction of main hole of ispection chamber for the required dia of circular sewed and 3%x6% (1067mm) depth with wall of B.B 7n cement mortor 1331/2% thick in side of walls and 1% 25mm) thick over benching and champel T/s fixing C.I. man hole wover with rrame of (457x457mm) of 1.75 cwt (88.9 kg) embedded in plain C.C 1:2:4 and fizing 1% 25mm) M.S step 6% (159mm) wide projecting 4% 102mm) from the face of wall at 12% (305mm) C/C duly painted etc complete as per specification and drawing No: D.P /P1 of public Health Circular southwern zone (S.I.NO: 1(a) P-39PHD (a)4% tow 12% dia 2x2x3x6.9 with C.I. main hole cover

(a)4" tom 12" dia 2x2x3x6.9 with C.I. main hole cover w/e wover. 03 Nos

1954.70 Each. 5789.36....P/2.

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Sindh Public Procurement Regulatory Authority Contract Evaluation Form

To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department, Government of Sindh
2	Provincial / Local Government / Other	Provincial
3	Title of Contract	Annual Repair Programme 2011-2012 - M&R to Residential Buildings of District & Session Judge, 1st Additional Judge, 2nd Additional Judge and Senior Civi Judge, Badin
4	Tender Number	NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011
5	Brief Description of Contract	Annual Repair Programme 2011-2012 - M&R to Residential Buildings of District & Session Judge, 1st Additional Judge, 2nd Additional Judge and Senior Civi Judge, Badin
6	Forum that Approved the Scheme	Annual Repair Programme 2011-2012
7	Tender Estimated Value	Rs.220,000/-
8	Engineer's Estimate (for civil works only)	Rs.209,000/-
9	Estimated completion period (as per contract)	02 months
10	Fender opening on (Date & Time)	31.12.2011 2.00pm
11	Number of tender documents sold (attached list of buyers)	03 Nos (as per comparative statement)
12	Number of Bid received	03 Nos (as per comparative statement)
13	Number of Bidders present at the time of opening of Bids	09 Nos.
14	Bid Evaluation Report (enclose a copy)	copy enclosed
15	Name and Address of the successful Bidder	M/S Yakoob Aziz Constructors, Government Contractor Islamia Colony near Muhalla Ismail Arain Colony, Old Hala Naka, Hyderabad
16	Contract award price	Rs.207,334/-
17	Ranking of successful Bidder in Evaluation steport the. 1st, 2nd, 3rd Evaluation Bid)	1st lowest
1	Method of Procurement used (Tick one) a Single Stage - One Envelope Procedure b Stage - Two Envelope Procedure c Two Stage Bidding Procedure	Domestic / Local
	d Two Stage - Two Envelope Bidding Procedure	-
	Pashes specify if any other method of procurem	I lent was adopted i.e. emergency, Direct Contracting etc. with brief reasons
19	roving Authority for award of contract	Executive Engineer, Provincial Buildings Division, That
20	Abstract the Procurement was included in famous Procurement Plan ?	Not Prepared

	Advertisement:	
i.	SPPRA Website (if yes, give date and SPPRA	Single Stage - One Envelope
- 1	identification No.)	
ii.	News Papers (if yes, give names of news papers and dates)	SPPRA Serial No.10358 (5973/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules
20	TO THE RESERVE OF THE PARTY OF	Domestic / Local
22	Name of Contract	Domestic / Local
23	Whether qualification Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
24	Whether Bid Evaluation Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
25	Whether approval of competent authority was obtained for using method other than open competitive bidding?	N.A
26	Was Bid Security obtained from all the Bidders	Yes
27	Whether the successful Bid was lowest Walanted Bid / Best Evaluated Bid (in case of Cansultancies)	N.A
.28	A mother the successful Bidder was Technically	Yes
29	Whether Names of the Bidders and their quoted prices were read out at the time of opening of Lids?	Yes
30	Hether Evaluation Report given to Bidders Level the award of contract ? (attached copy of	Yes
31	complaints received (if year result thereof)	NO .
32	Deviation from specifications given in the derinotice / documents (if y s, give details)	NO
33	the extension made in response time? (if	NO
34	I stion from Qualification Criteria (if yes,	NO
35	Was it assured by the Procuring Agency that the sweeted firm is not black listed?	Yes
36	Variation with the Procurement ? If so, a street to be ascertained regarding financing of variation with the Procurement ? If so, a street to be ascertained regarding financing of variation with its abroad; (if yes, enclose a copy)	N.A
37	proper safeguards provided on 1 lization Advance payment in the contract (k Guarantee etc) ?	N.A
38	S and conditions, if any (if yes, give brief	N.A
39	Last of award of contract	23.01.2012

Divisional Account Officer Provincial Buildings Division Thatta Executive Engineer
Provincial Buildings Division
Thatta

Comparative Statement

Annual Repair Programme 2011-2012 M&R to Residential Buildings of District & Session Judge, 1st Additional Judge, 2nd Additional Judge and Senior Civil Judge, Badin Technical sanction accorded vide SE, PBC, Hyderabad letter No.PB/3725 dated 22.12.2011 for Rs.209,000/Tender invited vide No.TC/G-55/PBDT/1846 dated 26.11.2011

Date of Issue upto: 30.12.2011

	1	As Per Sanctioned Estimate	nate					Rate Ouoted by the Bidders / Contractors	Bidders / Cc	untractors			
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The rate quoted by M/S Yakoob Aziz Constructors, Government Contractor @ Civil work 19.17% above, W/S & S/Fitting i/c PHE work 19.25% above & E.I. work 19.28% above on schedule items only found lowest, hence approved.

Provincial Buildings Division Divisional Accounts Officer



.el # 0298-920097

No.TC G-55 PBDT 100 Office of the Executive Engineer. Provincial Buildings Division. Thatta

Work Order Tender = 06

Dated: 23-01-2012

To.

M/S Yakoob Aziz Contractors.

Government Contractor,

Islamia Colony near Mullah Ismail Arain Colony.

Old Hala Naka, Hyderabad

Subject:

ANNUAL REPAIR PROGRAMME 2011-2012

M&R TO RESIDENTIAL BUILDINGS OF DISTRICT & SESSION JUDGE, 15T ADDITIONAL

JUDGE, 2ND ADDITIONAL JUDGE AND SENIOR JUDGE, BADIN

Reference:

Your B-1 / B-11 tender opened on dated 31.12.2011

Technical sanction accorded vide Superintending Engineer, Provincial Buildings Circle.

Hyderabad letter No.PB 3725 dated 23.12.2011 for Rs.209,000 -

Your B-1/B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates. Electrical (Composite) Publication No.45 in-force from 1st October 2004, including non-schedule items rate analysis has been accepted by the competent Authority. The brake up is as under:

> General Civil Schedule @ 19.17% above on schedule items only (Rupees nineteen point one seven percent above) only WSSF & PHE Schedule @ 19.25% above on schedule items only (Rupees nineteen point two five percent above) E.I work Schedule @ 19.28% above on schedule items only (Rupees nineteen point two eight percent above) only

- The amount of Rs.207,334/- includes schedule items, non schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on non schedule items / rates analysis items / offer rates.
- You are advised to please start the work under the instructions / supervision of the Assistant Engineer. Provincial Buildings Sub Division, Badin within (10) ten days from the issue of this work order.
- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- The time allowed for completion of work as provided in the tender is (02) two months, which should be strictly adhered too as per clause (2) of the form B-1 agreement.
- Carriage of material has been converted into premium, therefore, payment of carriage will not be paid on any item of work separately.
- Escalation cost of Cement, Steel, Brick & Wood work will be paid / deducted as per actual consumption and the rates taken will be as per Bureau of Statistics, Government of Pakistan.
- The true copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- The work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- 1 9/-You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
 - Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.
 - Provision of source of fine aggregate of proper gradation and of approved quarry and removal of rust from bars, is the Sole responsibility of the Contractor.

DA As above

True copy of schedule-B

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Provincial Buildings Divation

M/R TO RESIDENTIAL BUNGALOWS OF DISTRICT OND SESSMEN JUDGE IST. ADDITIONAL JUDGE, 2ND ADDITIONAL JUDGE AND SENIOR CIVIL JUDGE BADIR.

"SUHEDULE B".

S.NO: Name of Item. Quantity RATE UNIT AMOU

PART (A) CIVIL WORK.

- 1: Scraping ordinary distemper, oil bound distemper or paint on walls Sft. (S.I.NO. 54(b)P-14). 2119 108.90 XSft 2308/0
- 2. Distempering two coats Sft. S.I.NO:24(c)P-60) Sft. 204/22%Sft 8653/0
- B. Painting old surf ce, painting doors and windows any type. (Two coats) S.I.No: 4(c)(li)p-76) 782 550.36 %Sft 4304/0
- 44. First class deodar wood wrought joinery
 work in wire gauze door and windows with
 220.W.G Glav nized wire gauze 144 mesh
 per Sq. inch iron fitting complete (b)
 1-3/4# thrik deodar wood framing i/o
 wire gauze with ordinary hinges(S.I.Wo:
 14(b)P-67) 98 Sft. 155.97P.Sft 15285/0
- First class dood ar wood wrought joinery work in wire sound door and windows with 223.3.4

 Clavanized in Source 1/4 main we will also in a litting concluse (d) Glavanized wire gruze fixed to chow hots with 3/4" spring and was (3.1.No.14(2)2-67) 306 Sft. 61.33 P.Sft. 18767/
- 6. Providing and fixing approved quality martic Lock. (S.I.NO: 21P-68). 16 Nos: 909.79 Each. 14,557

 Total Rs: 63874/

PART(B) W/S&S/FITTING:-

- 1. Construction main hole of inspection camber for the required dia of circular sewer and 3"x6"(1067mm)depthnwith wall of B.B. inceme to the term of 1:31/2" thick inside of walls and 1" (25mm) thick ever conclude and channel I/c fixed 5.I. main hole cover attn frame of clar caming 1-1/2"x1-1/2" (457x457mm).or 1.75 cat (33.9%) embedded in Jain C.C 1:2:4 claim, 1"(25mm) H.3 step 6" (150mm) wide projecting 4" (102mm) from the fice of vall at 12" (305mm) C/C duly painted etc complete as per specific tion and draing No: D.P/I of public Health circular southeren Zone (S.I.NO: 1(a)P-39)PHD(a)4" to 12" dia 2x2x3x6.0 w th C.I. man hole vover w/o cover. 10 Nos: 2368.57 Each. 23686/
- 2: Providing R.C.C pipe with collars class "B" and digging the tenches to require depth and fixing in position i/c cutting fitting and jointing with maxchalt composition and cement mort r1:1 and testing with water pressure to an highest pipe and refilling with exvavated staff(6"dia

dr

Cars 8: ... P/2

G. R. P. W. D. Nos. 7938 of 6-4-35 56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P. and 4. Depti. No. 383-P/37 of 5-11-37 (P. W. D.) No. S-173, 2-W-of 22-2-30, G. 182 (P. W. D.) No. 1038-1 of 22-2-37 12-10-44 and 2-5-44 6-4-W of 22-2-39 12-10-44, and 2-5-44, 65-W 1038/11-1 of 28-3-49, 5-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Percentage Rate Tender and Contract for works



work shall be signed the Executive Engineer for the purpose of identifi-cation, and shall also be open for inspection by contractors it the office of the Executive Engineer during office hours

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner there of, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do any
- 3. Receipts for payments managen account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their render as a firm, in which case the receipt shall be signed in the name of the fum by one of the partners, on by some other persons having authority to give effectual receipts for the firm.
- 4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates apacified in Schedule B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimated rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No 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 nome and number of the work to which they refer written outside the envelope.
- The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other docoments mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the returnof the money.

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

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

Receipt No. 0359372 dated 16-12-2011 Bowk Island Took 118. But Blow Law from Government Treasury of the Sub-Treasury at in respect of the sum of Rs. 4400 and Expected in words is herewith forwarded representing the earnest money ((a) the full value of sub-Decided in words and figures. which is to be absolutely forfeired to Government should $\frac{1}{We}$ and deposit Strike out (a) Il no ca h security deposit is to be taken. the full amount of security deposit specified in the above meniorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. (1900) shall be retained by Goevenment on account of **Strike out (b)
if any cash securifty deposit is to be such security deposite as aforesaid] or (b) the full value of which shall be retained by the Govennment on account of the security deposit specified in clause I (B) of the conditions 1. talten. Dated the (Witnesses ***) 10) 5 Muhud Aman Poral.

(Address)

Quarte Could Matter. **Signature of co-nuractor before su-bmission of tender ""Signature of (Occupation) "Signature of the officers by whom warpied. The above tender is hereby accepted by me on behalf of the G of Sind, Elvic - 19.17/ street (355 F-1985/ Che-Division (or his duly authorized Assignation) day of Condition of Contract e surviy deposits,

Clause 1.—The Person whose tender may be accepted (her-inalter called

the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and to 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 then twelve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the full security deposit specified in the tender', or (B) (permit Government at the lime of making any payment to him for work done under the contracts to deduct such sum as well (With the carnest money deposited by him.) amount 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 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 payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may be ome 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 each or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be Excepted. converted into interest-bearing securities provided that the depositor has excepting

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- (a) To rescind the contract (of which rescision notice in writen to the contractor under the band of the Executive Engideer shall be conclusive evidence) and in that case the security deposit of the contra7tor shall stand foreated and be absolutely at the disposal of the Government.
- (b) To employ iabour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work debiting to the 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, the all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to bim by the Government under the contract or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

Contractor rem-zins liable topay compensation if

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

Power to take possession of or require removal of or sell, cont-ractor's plant,

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gainst the final payment only and not as payments for work ctually 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-crected 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 secruning of any claim; nor shall it conclude, determine; or effect in any other way the course of the Engineer-in-charge as to the final settlement and admission 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 taxed 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 feduced rates on account of item of work get accepted as completed to be at the direction of the Enginee-incharge.

Chase 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admisisble, 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 primed 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 bereinafter provided for such work.

Bills to be on pri-

Clause 12,-11 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 vo 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 contract, or otherwise, or from the security deposits, or the preceeds of sale thereof, if the security deposits is held in Government securities, the same or 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 com-pletion 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

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

Worker to be executed in accordance with specifica-

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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-incharge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the 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 opven to inspecting

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Contractor or re-ponsible age to be present.

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

for such work; or for the materials with which the same was executed

Notice to be given before work is covered up.

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

Contractor ilab-ic for damage done, and for im-perfections for three months after

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 ents, forming part of the contract of referred to in these conditions or notice and which may be necessary for the purpose of satisfying or complying withacia the requirements of the Engineer-in-charge as to any matters as to which that

Coatractor to supply plant, ladders scaffoldings, etc.

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Cor tractor thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover 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 reasocable 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 in 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 Lingineer

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

Decision of Supdig: Enginee 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 tums 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.

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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 to Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Eugineer-in-charge.

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Action where no specification.

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Clause 45.- If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the tailway. 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 concessionary frethe Railway.

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

Procedure acceptance of ten-ders when tendered rates are same.

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

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

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

Partnership M LA'S bidden.

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

Payment of Sale

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

Interest or share Government very not in the World

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

When the sanctioning authority for the tender is:-

Executive Engineer

One month.

Superintending Engineer

Two months.

Chief Engineer

Three months.

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Clause 52. 'If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been otherwise provided for any or regards the 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, Rigation), 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 Memby No. 1015 W dated 14th Soptember, 1937, and subsequent orders issued in the conficction.

Pr Divisional: Accountant.

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

Contractor. 1136101 Executive Engineer,

Executive Engineer, Division

M/R AUSTUBATIAL BUNGALGIT FUISTRICT IND SESEDAN JUDGE IST. ADDITIONAL JUDGE, 2ND AD ITTORAL JUDGE AND SENT A CRYIL JULIE BIJE.

USCHED BY

want ty RATE UNIT AMOUN S.NO: Name of Item. PART (A) CIVIL NORK. Screping ordinary distem er, oil hound distantor or __int - 5 __ilo 3ft. (a.l.10. 54(b);-14). 2119 108.90 %Sit 2308/00 Distanpering two costs 3.1.50:04(c)2-60) Sft. 204/22%sft 8653/00 4237 Painting old surf_oc, painting more and windows any to ex.(Two coats) S.I.NO: 4(c)(Di)p-76) 3. Sft. 782V 550.36 %sft 4304/00 First class deod, wood wrought joinery work in wire squee door and windows with 220. W.G Glav, nized wire gauze 144 mesh per So. inch from fitting contlete (b) 1-3/4" Shitk deodar wood framing if wire gauze with ordinary hinger(3.1, No: 14(b)P-67) 44. 155.97P.sft 15285/00 First class d odar wood wrought joinery work in wir jour door of miles at 225. 1.6 Thrond to a same late 144 main against trial it is a same late (1) Glav mized wir a cure like to community of the 3/4 magnifest at 1.2. 1.30:14(6)2-57) 306 Sft. 61.33 P.sft. 18767/0 Providing and fixing a rovel quality martic lok.(S.I.NO:21P-68). 16 Nos: 909.79 Each. 14,557/ Total Rs:-PART(B) W/S&S/FITTING:-

1. Construction main hole of inspection clamber for the rejured Jia of circular sewer and 3%x6"(1067mm)depthnwith wall of B.B. inceme theorem 1:51/2" thick inside of walls and 1" (25am) thick ever occasing ad channel I/c filled J.E. min 1018 5 v. 1tm Index of 11.1 Ind

2. Providing R.C.C pipe with collars class "B" and disging the tenches to require depth and fixing in position i/c cutting fitting and jointing with rest 1 temposition and comment mort rist and testing with veter pressure to an highest nice and infilling of the enveryptod staff(6 dia

u)

M.C.C. pile class #B# (S.I.NO:2(c)F-21) 250 Nos. 72.40 Egch. 18,100/00 41,786/00 TUTAL RS:-

PART "O" LINGUIG BIRAS:-

1. Wiring for kight or inn coint with 1/11.

13(3/.029) . Voier inschold wire in 20 in 20mm (3/4%) IVC conduit recessed in the wal or column as approved.

(S.I.NO:OP/1).

Foints. P.Points. 10 469.49

4,695/00

P/F Energy saver au eriod quality including fixing on existing holder eto complete (S.I.NO: 6 r-33).

20 Nos. 497.00Each.

9,940/00

3. r/F woston our ing set 2...P single phase 270 volts with 1-1/4%x1-1/4% suction and deliveryb(woeal) make (S.I.NO: 26/P-32).

PART (P) NON-SCHEDULE ITEMS:) 1: SAF A.C celling fans 56" sweep pak campany / Millat.

2. S/F A.C Bracket fons p. k/milat

Each. 02 Nos. 9460.56

18,921/00 33,556/00

TOTAL RS: -

08 NOS: . 2950 RS:23600/=

06 NOS. 2960/=

RS: 1760/=

Rs: 41360/=

TOTAL RS: -

company.

Executive Engineer Provincial Buildings Division Thatta

with Prach lt commonition and comment mort ri:1 and testing the water pressure to an highest pipe and refilling with expanding st.ff(6"dia

Sindh Public Procurement Regulatory Authority Contract Evaluation Form

To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department, Government of Sindh		
2	Provincial / Local Government / Other	Provincial		
3	Title of Contract	Annual Repair Programme 2011-2012 - M&R to District & Session Court Building Badin and District Court Building Badin		
4	Tender Number	NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011		
5	Brief Description of Contract	Annual Repair Programme 2011-2012 - M&R to District & Session Court Building Badin and District Court Building Badin		
6	Forum that Approved the Scheme	Annual Repair Programme 2011-2012		
7	Tender Estimated Value	Rs.330,000/-		
8	Engineer's Estimate (for civil works only)	Rs.321,800/-		
9	Estimated completion period (as per contract)	02 months		
10	Tender opening on (Date & Time)	31.12.2011 2.00pm		
11	Number of tender documents sold (attached list of buyers)	03 Nos (as per comparative statement)		
12	Number of Bid received	03 Nos (as per comparative statement)		
13	Number of Bidders present at the time of opening of Bids	09 Nos.		
14	Bid Evaluation Report (enclose a copy)	copy enclosed		
15	Name and Address of the successful Bidder	M/S Yakoob Aziz Constructors, Government Contractor Islamia Colony near Muhalla Ismail Arain Colony, Old Hala Naka, Hyderabad		
16	Contract award price	Rs.320,000/-		
17	Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid)	1st lowest		
18	Method of Procurement used (Tick one)			
	Single Stage - One Envelope Procedure	Domestic / Local		
	Single Stage - Two Envelope Procedure			
C	Two Stage Bidding Procedure			
d	Two Stage - Two Envelope Bidding Procedure			
	Please specify if any other method of procurem	ent was adopted i.e. emergency, Direct Contracting etc. wit brief reasons		
19	Approving Authority for award of contract	Executive Engineer, Provincial Buildings Division, That		
20	Whether the Procurement was included in Annual Procurement Plan ?	Not Prepared		

21	Advertisement :	
i.	SPPRA Website (if yes, give date and SPPRA	Single Steer One Family
-	identification No.)	Single Stage - One Envelope
ii.	News Papers (if yes, give names of news papers and dates)	SPPRA Serial No.10358 (5973/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules
22	Nature of Contract	Domestic / Local
23	Whether qualification Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
24	Whether Bid Evaluation Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
25	Whether approval of competent authority was obtained for using method other than open competitive bidding?	N.A
26	Was Bid Security obtained from all the Bidders ?	Yes
27	Whether the successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case of Consultancies)	N.A
28	Whether the successful Bidder was Technically complaint?	Yes
29	Whether Names of the Bidders and their quoted prices were read out at the time of opening of Bids?	Yes
30	Whether Evaluation Report given to Bidders before the award of contract? (attached copy of the Bid Evaluation Report)	Yes
31	Any complaints received (if yes, result thereof)	NO
-	Any Deviation from specifications given in the tender notice / documents (if yes, give details)	NO
33	Was the extension made in response time ? (if yes, give reasons)	NO
34	Deviation from Qualification Criteria (if yes, given detailed reasons)	NO
35	Was it assured by the Procuring Agency that the selected firm is not black listed?	Yes
36	Was a visit by any Officer / Official of the Procuring Agency to the Supplier's premises in connection with the Procurement ? If so, detailes to be ascertained regarding financing of visit, if abroad: (if yes, enclose a copy)	N.A
37	Were proper safeguards provided on Mobilization Advance payment in the contract (Bank Guarantee etc) ?	N,A
38	Special conditions, if any (if yes, give brief description)	N.A
39	Date of award of contract	23,01,2012

Divisional Accounts Officer Provincial Buildings Division Thatta

1	Name of Procuring Agency	Executi	ve Engineer	, Provincial Build	ings Division, T	hatta	
2	Tender Reference No.	NI	T No.TC/G-	55/PBDT/ 1846 d	ated 26.11.201	l	
3	Tender Description / Name of work / item			2011-2012 - M&F and District Cour			
4	Method of Procurement		Singl	e Stage - One Env	elope		
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	ť	Work c	erial No.10358 (5 osting below Rs.1 needs to publish i as per Rules	.000(m),	2	
6	Total Bid documents sold			03 Nos.			
7	Total Bid Received	03 Nos.					
8	Technical Bid Opening date (if applicable) (Provide details in separate form)			N.A			
9	No. of Bid technically qualified (if applicable)	03 Nos.					
10	Bid(s) Rejected	Nil					
11	Financial Bid Opening date:			31.12.2011			
12	Bid Evaluation Report						
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks	
1	2	3	4	5	6	7	
1	M/S Yakoob Aziz Constructors	320,000	lst	within estimated cost	1st lowest	Accepted	
2	M/S Muhammad Aslam Khushak	321,533	2nd			Highest	
3	M/S Tara Chand	325,470	3rd			Highest	

Divisional Accounts Officer Provincial Buildings Division Thatta

Comparative Statement

Annual Repair Programme 2011-2012 Repair work to District & Session Court Building Badin and District Court Building Badin Technical sanction accorded vide SE, PBC, Hyderabad letter No.PB/3761 dated 26.12.2011 for Rs.321,800/Tender invited vide No.TC/G-55/PBDT/1846 dated 26.11.2011
Date of Issue upto: 30.12.2011

S.No Description of Item		Amount		-		Kate Quoted by the Bidders / Contractors	e Bidders /	Contractors			
		MINORIN	M/S Yakoob Aziz Constructors	ziz Constru	ctors	N/S	M/S Torn Chand				
7		n	Rate Ouoted	A	Amount	Car. O q	Dia Challa		M/S Muhammad Aslam Khushak	ad Aslam F	Chushak
CIVII work			Civil made	1	TOTAL L	Rate Quoted		Amount	Rate Onoted	-	Acres
Cost of Schedule Item	Re	146 075	Cost of S 1:		4	Civil work			Civil work		AIDOUN
2 Cost of carriage	1000	140,073	140,073 COSt of S. Item	Rs.	146,875	146,875 Cost of S. Item	Da	147.000	Will Holl		
cost of calliage	RS.		Cost of N. S. Item	Rs	-	Cost of M C 14	NS.	140,873	140,873 Cost of S. Item	Rs.	146.875
S	Sub Total Rs.	146,875	146.875 19.40 % ahove	Do	1 30 404		Ks.	1	Cost of N. S. Item	Rs.	
Cost of non schedule items	Rs.		Cost of Coment con-	D.o.	564707		Rs.	33,443	19.92 % above	Re	350.00
Add: 20% on schedule items	Rs.	20.175	20 175 Post of Stool on	S. S.		Cost of Cement esc:	Rs.	,	Cost of Cement esc.	Pe	27.42
Cost of Cement escalation	Rs.	1	Cost of Brick age:	KS.		Cost of Steel esc;	Rs.		Cost of Steel esc.	Re Re	
Cost of Steel escalation	Rs.		Cost of Wood age.	KS.		Cost of Brick esc;	Rs.		Cost of Brick esc:	Re.	
Cost of Brick escalation	Rs.		cost of wood cac.	NS.		Cost of Wood esc;	Rs.	,	Cost of Wood esc:	Re	
Cost of Wood escalation	Rs.	1									
E.f.Work			E.I.Work			D. Luci J.					
Cost of Schedule Item	Rs.	56,584	56,584 Cost of S. Item	Re	26.504	Con of S			E.I. Work		
Cost of non schedule items	Rs.	77,700	77,700 Cost of N. S. Heim	Do	400,00	77.246 Cost of S. Rem	Rs.	56,584	56,584 Cost of S. Item	Rs.	56 584
Add: 20% on schedule items	Rs.	11.317	11.317 A9.10 % above	Do.	10 000	77,240 Cost of N. S. Item	. Rs.	77,500	77,500 Cost of N. S. Item	. Rs.	77 585
	Total Rs.	321,851		NS.	10,000	19,508 19.50 % above ~	Rs.	11,068	1,068 19.85 % above	Rs.	11,232
			Tot	Total Rs.	\$ 20 000		Passal D.				
				-	1		TOTAL KS.	325.470	1	Total Da	200 000

The rate quoted by M/S Yakoob Aziz Constructors, Government Contractor @ Civil work 19.40% above & E.I. work 19.10% above on schedule items only found lowest, hence approved.

Executive Engineer
Provincial Jaildings Division Divisional Accounts Officer
Provincial Buildings Division
Mr Thatta



Tel # 0298-920097

No.TC G-55 PBDT 99
Office of the Executive Engineer,
Provincial Buildings Division, Thatta
Dated: 23-0/-20/2

To

Work Order Tender # 07

M/S Yakoob Aziz Contractors. Government Contractor,

Islamia Colony near Mullah Ismail Arain Colony.

Old Hala Naka, Hyderabad

Subject:

ANNUAL REPAIR PROGRAMME 2011-2012

M&R TO DISTRICT & SESSION COURT BUILDING BADIN AND DISTRICT COURT

BUILDING BADIN

Reference:

Your B-1 / B-11 tender opened on dated 31.12.2011

ii. Technical sanction accorded vide Superintending Engineer, Provincial Buildings Circle.

Hyderabad letter No.PB 3761 dated 26.12.2011 for Rs.321.800 -

Your B-I / B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates. Electrical (Composite) Publication No.45 in-force from 1st October 2004, including non-schedule items frate analysis has been accepted by the competent Authority. The brake up is as under:

General Civil Schedule @ 19.40% above on schedule items only (Rupees nineteen point four zero percent above) only E.I work Schedule @ 19.10% above on schedule items only (Rupees nineteen point one zero percent above) only

- 1/- The amount of Rs.320,000/- includes schedule items, non-schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on non-schedule items / rates analysis items offer rates.
- 2/- You are advised to please start the work under the instructions / supervision of the Assistant Engineer, Provincial Buildings Sub Division, Badin within (10) ten days from the issue of this work order.
- 3/- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- 4/- The time allowed for completion of work as provided in the tender is (02) two months, which should be strictly adhered too as per clause (2) of the form B-1 agreement.
- 5/- Carriage of material has been converted into premium, therefore, payment of carriage will not be paid on any item of work separately.
- 6/- Escalation cost of Cement, Steel, Brick & Wood work will be paid / deducted as per actual consumption and the rates taken will be as per Bureau of Statistics, Government of Pakistan.
- 7/- The true copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- 8/- The work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- 9/- You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
- 10/- Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.
- 11/- Provision of source of fine aggregate of proper gradation and of approved quarry and removal of rust from bars, is the Sole responsibility of the Contractor.

DA As above True copy of schedule-B

229- Office Building Poulding

Executive Engineer
Provincial Buildings Division

6 MAThatta

M&R TO DISTRICT & SESSION COURT BUILDING BADIN. SCHEDULE 'B'.

	Description of Items.	10		
		Quantity	Rate. Uni	t. Amount.
	PART(A)CIVIL WORK			- ixmount,
	그 이 문에는 할 수는 어떻게 되었다.			
i. 1	Providing & Fixing iron steel grill using			
100	one squite tials size /S I Ma and a de-	495Cwt,		
-	" IAUE WINDOWS printed Life J. o	ital/	123/91 P.Sft.	61,335.00
				St. Marie Sand
	olour i/c fixing in windows with necessal occessories (S.I. No. 7). P-75).	гу		
(FIR		1000Sft.	85/45 P.Sft.	05 510 00
1.0		v + +		85,540.00
18			Total.(A)	146,875.0
$\underline{\mathbf{P}}$	ART(B)ELECTRIC WORK,			-,-,-,
			62	
	iring for light or fan point with 1/1.13(3/	.029)10Points	460/40 05 1	
IS:	VC insulated wire in 20mm(3/4")PVC co	nduit	469/49 P.Point.	4,695.00
	cessed in the wall or coloumns as required. I. No. 6 P-1):	ed.		
4.	4-10-10-10-10-10-10-10-10-10-10-10-10-10-			
- P/	Fixing 1-40 watts tube light complete	4007		
		40Nos.	396/- Each.	15,840.00
	M PART WILL FULL De Porte &C			
¥.	wall or ceiling etc complete (S.I.No.1 P.	-48).		
: P/I	Txing Energy saver and and			
- 21.0	HAURE OF EXisting Saldan	40Nos.	497/- Each.	19,880.00
(\$.	I.No.6 P-33).		1 23 (4)	15,000.00
	ixing 2-40 watts tube light complete with	1 04Nos	1677/- Pach	
Por	watts 4'-Olong rod, choke, starter and		1677/- Each.	6,708.00
Eic	ctric connection and fixing on wall or cei complete (S.I.No.3 P-33).	ling		
P/F	Xing piston pumping set 2 H.P.	INo.	Name and Control of the Control of t	
Other	are phase 2211 volte mist to tree.	3130.7	9460/56 Each.	9,461.00
	tion and delivery(Local make) No.26 P-32)			
100	10020 P-32			
1.30			Total.	66.604
PAT	CT(C)NON-SCHEDULE ITEMS.		- wat.	56,584.00
4 (4.1)	Aing Remote control lantitud	n 1 - 0 - 1	gard page	
Bette	ery cell etc complete.	3Nos. 108.01	Each, Rs; 2	240/=
1.0				
Conv	ting Helogeon light i/c pole and cement 2	Nos. 37000	Each. RS:7	1
Resn	rete foundation etc complete in all ects:	51000	Bach. KS:/	4000/5-
	n n		122111111111111111111111111111111111111	77240/=
244	AL		Total(C) Re	magal. 1

Province hildings Division Thatta -

G. R. P. W. D. Nos. 7938 of 6.4-35 56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-P/37 of 9-11-37 (P. V. D.) No. S-173, 2-W of 22-2-37 (P. V. D.) No. 1038-1 of 22-2-37 12-10-44 and 2-5-44 6-4-W of 22-2-39 12-10-44, and 2-5-44, 05-W 1038/11-1 of 28-3-49, 4-47-W 7 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT
Proving Brilding CIRCLE Hyperton of
Proving Brilding DIVISION Phato.

Percentage Rate Tender and Contract



ivalities; octroi dues and profit rents will be ignored designs and drawings and estimated the comments required in connection with the ceutive Engineer for the purpose of identifiary inspection by contractors at the office of ffice hours

there of, or in the execut of the absorbe of his behalf by a person bolding a power-of-

described in the same of account of any work, when executed y all the partners, except where the contraction in the unit of the furn by one of the partners, or by some other persons having authority to give effectival receipts for the firm.

stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimated rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No princed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other decoments mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer carnest 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 Executing all or any of the tenders.

Provincial Stings Division

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Engineer

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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. 0353373 dated 16-12-201 from Government Treasury or sub-Treasury at in respect of the sum of Rs. 6600 people such the content of the sum of Rs. 6600 people such the content of the sum of Rs. 6600 people such the content of the sum of Rs. 6600 people such the content of the sum of Rs. 6600 people such the content of the sum of Rs. 6600 people such the content of the sum of Rs. 6600 people such that the sum of Rs. 6600 people sum of Rs. 6600 pe is herewith forwarded representing the earnest money [(a) the full value of . specified in which is to be absolutely forfeited to Government should We not deposit Strike out (a) if no us h security 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. 6000 shall be retained by Goevenment on account of such security deposite as aforesaid] or (b) the full value of which shall be retained by the Govennment on account of the security deposit specified **Strike out (b)
if any cash security deposit is to be talten. in clause I (B) of the conditions]. ** (Witnesses ***) MIS Muhund Aman Rove (Address) "Signature of co-ntractor before su-bmission of tender 199 ***Signature of (Address) cento cen a Prollo: (Occupation) Signature of the The above tender is hereby accepted by me on behalf of the Governor of Sind. Civil - 18.46 about E-1 19.10 parlane 1. Car le Baccoo Informative Engineer ty Division (on his duty authorized Assignant)

Executive Engineer Dated the day of Provincia Buildings Division 109 Condition of Contract e orny deposits. Clause 1.—The Person whose tender may be accepted (her inafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or. oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt: Securities endorsed to Executive Engineer (if deposited for more then twelve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event 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 any payment to the confractor for work done under the confract 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 payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sule of a sufficient part of his security deposit, or from the interest arising therefrom, or from any is due or may be ome due to the contractor under and in the event of his security deposit being red-

uced by reason of any such deduction or sale as afteresaid the contractor, shall within ten days thereafter, make good in cash or with Government securities

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endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any fart thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, becentified frigineer pressly desired this in writing.

Thatta

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

- (b) To employ iabour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the lahour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, the all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

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

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

Power to take possession of or require removalof or sell, conttactor's plant.

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against the final payment only and not as payments for work ctually 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-crected 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 accounts of any claim; nor shall it conclude, determine; or effect in any other way the rowers of the Ingineer-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 tixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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 fiinal or on account bills.

Payment at reduced rates on account of item of work not accepted as completed to be at the direction of the Engineerincharge.

Chase 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admisisble, 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 lists 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 he sub-

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 bereinafter provided for such work.

Bills to be on pri-

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 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.

Store supplied by Government

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

Mitractor

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

Exe

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 anot in accordance with the contract, it shall be lawful for the Engineer-incharge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been, madyertently 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 failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contrac-Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted of 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 ope on to inspecting

Contractor or re-ponsible 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 por placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work; or for the materials with which the same was executed

Notice to be given before work is covered up.

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

Contractor liabte for damage done, and for imperfections for three months after

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

Contractor to supply plant, ladders scaffoldings, etc.

Elgineer Build gs Division

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

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.

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.

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

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in whiting 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 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 aforeszid.

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 Engineerin-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.

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 to Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of Eugineer-in-charge.

Contractor

Sum payable by way of compensa-tion to be considered as reasonable compensation with out reference in

Changes in the constitution of firm to be notified

Works to be un-der direction of Superintending Engineer

Decision of Supdig: Engince to be final,

Stores of Europ-ean or American manufacture to be obtained from

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

Certificate concessionary frethe Railway.

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

Procedure of tendera when tendered rates are same,

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

Recovery of dues from contractor as arrears of Land Revenue,

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

Partnership M LA'S bidden.

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

Payment of Salo

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

Interest or share Government ervent in the work

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

When the sanctioning authority for the tender is:-

Executive Engineer

One month.

Superintending Engineer

Two months.

Chief Engineer Government

Three months. Six months.

Clause 52. If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such berson 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 Many No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Account Officer

Prov Divisional Accountant. Mihaya

Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1005-1 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me

Contractor

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SARME Executive Engineer,

ProviExecutive Engineer, Division

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S.No	Description of Items.		450		
		11/22/2010/08/2019	To be designed		431
,		Quantity	- Rate	c. Unit.	Amount.
10	PART(A)CIVIL WORK				
11 :	Providing & Fixing iron steel grill using				
2.		495Cwt.	144		
۷,	SYLIAMIE WINDOWS printed Lib. 1, 217	tal/	123/91	P.Sft.	1 61,335.00
	Colour i/c fixing in windows and				
42	Accessories (S.I.No.7), P-75).	ry 1000Sft.	0.500	12/010	
10		1000311,	85/45	P.Sft.	85,540.00
	The second secon				
			T	Cotal.(A)	146,875.0
	PART(B)ELECTRIC WORK.			1	
1.	Wiring for light or fan point with 1/1.13(3/.	(120) Lor			
Harris I. S.	PVC insulated wire in 20mm(3/4")PVC cor	nduit	469/49	P.Point.	4,695.00
, ,	Recessed in the wall or coloumns as require (S.I.No.6 P-1):	ed.			
2.	P/Fixing 1-40 watts tube light complete	40Nos.	396/-	P 2	
n 2	With 40-watts 4/0 long rod choke starter And putty with Philips components ite		3701-	Bach.	15,840.00
V.	On wall or ceiling etc complete (\$.1.No.1 P-	48).			
ì.	P/Fixing Energy saver suppose				3 × 2
į.	"" "ANIE OH CXISHDO Daldae vi.	40Nos.	497/-	Each,	19,880.00
8 g	(S.I.No.6 P-33)		4		
	P/Fixing 2-40 watts tube light complete with	0481	1-2 (1875-1976)		
			1677/-	Each,	6,708.00
	Potty with Philips components it necessary Electric connection and fixing on wall or ceil Electric connection and fixing on wall or ceil	East March			
	Ele complete (S.I.No.3 P-33)	ling			
	P/F(xing piston pumping set 2 H.P.			40	
	Single phase 220 voits with 1 1/4m 1 1 4m	INo.	9460/56	Each.	9,461.00
	Suction and delivery(Local make)				
	Suction and delivery(Local make) (SLNb 26 P-32)				
			135	Total.	56,584.00
7	PARTICINON SCHEDULE ITEMS.				CLESS.
	P/Fixing Remote control bell,bell push Bettery cell etc complete.	3Nos. 10801	1= 1	Each, <i>Rs.</i> ; 3 ,	allal
	To a complete.			1913	170/=
	S/Fixing Helogeon light i/c pole and cement 2 Concrete foundation etc complete in all	2Nos. 37000	1/= 1	iach. <i>Rs</i> : 74	Lande
	Concrete foundation etc complete in all Respects:	-/			1000/=-
	1 4 4 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		300	otal(C). Ps:	75

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Sindh Public Procurement Regulatory Authority Contract Evaluation Form

To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department,
1		Government of Sindh Provincial
2	Provincial / Local Government / Other	Provincial
3	Title of Contract	Annual Repair Programme 2011-2012 - Repair work to Office Building of District Jail Badin (J&C Settlement)
4	Tender Number	NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011
5	Brief Description of Contract	Annual Repair Programme 2011-2012 - Repair work to Office Building of District Jail Badin (J&C Settlement)
6	Forum that Approved the Scheme	Annual Repair Programme 2011-2012
	= 1 = 1 Value	Rs.350,000/-
7	Tender Estimated Value Engineer's Estimate (for civil works only)	Rs.349,700/-
9	Estimated completion period (as per contract)	02 months
98.07		31.12.2011 2.00pm
10	Tender opening on (Date & Time) Number of tender documents sold (attached list	03 Nos (as per comparative statement)
	of buyers)	03 Nos (as per comparative statement)
12	Number of Bid received Number of Bidders present at the time of	09 Nos.
13	opening of Bids	(1) PARTY NAME:
14	Bid Evaluation Report (enclose a copy)	copy enclosed
15	Name and Address of the successful Bidder	M/S Yakoob Aziz Constructors, Government Contractor Islamia Colony near Muhalla Ismail Arain Colony, Old Hala Naka, Hyderabad
16	Contract award price	Rs.347,345/-
17	Ranking of successful Bidder in Evaluation	1st lowest
17	Report (i.e. 1st, 2nd, 3rd Evaluation Bid)	
18	Method of Procurement used (Tick one)	Domestic / Local
	a Single Stage - One Envelope Procedure	Domestic / Bocar
	b Single Stage - Two Envelope Procedure	
	c Two Stage Bidding Procedure	-
	d Two Stage - Two Envelope Bidding Procedure	
	Please specify if any other method of procurer	ment was adopted i.e. emergency, Direct Contracting etc. w brief reasons
19	Approving Authority for award of contract	Executive Engineer, Provincial Buildings Division, That
20	Whether the Procurement was included in Annual Procurement Plan?	Not Prepared

21	Advertisement :	
	SPPRA Website (if yes, give date and SPPRA	Single Stage - One Envelope
1.	identification No.)	
ii.	News Papers (if yes, give names of news papers and dates)	SPPRA Serial No.10358 (5973/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules
		Domestic / Local
22	Nature of Contract	Domestic / Local
23	Whether qualification Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
24	Whether Bid Evaluation Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
25	Whether approval of competent authority was obtained for using method other than open competitive bidding?	N.A
26	Was Bid Security obtained from all the Bidders	Yes
27	Whether the successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case of Consultancies)	N.A
28	Whether the successful Bidder was Technically complaint?	Yes
29	Whether Names of the Bidders and their quoted prices were read out at the time of opening of Bids?	Yes
30	Whether Evaluation Report given to Bidders before the award of contract ? (attached copy of the Bid Evaluation Report)	Yes
31	Any complaints received (if yes, result thereof)	NO :
32	Any Deviation from specifications given in the tender notice / documents (if yes, give details)	NO
33	Was the extension made in response time ? (if yes, give reasons)	NO
34	Deviation from Qualification Criteria (if yes,	NO
35	Was it assured by the Procuring Agency that the selected firm is not black listed?	Yes
36	Was a visit by any Officer / Official of the Procuring Agency to the Supplier's premises in connection with the Procurement? If so, detailes to be ascertained regarding financing of visit, if abroad: (if yes, enclose a copy)	N.A
37	Were proper safeguards provided on Mobilization Advance payment in the contract (Bank Guarantee etc)?	N.A
38	Special conditions, if any (if yes, give brief description)	N.A
39	Date of award of contract	23.01.2012

Divisional Accounts Officer
Provincial Buildings Division
Thatta

1	Name of Procuring Agency	Execut	ive Engineer	r, Provincial Build	lings Division,	Thatta	
2	Tender Reference No.	N	T No.TC/G	-55/PBDT/ 1846 o	lated 26.11.201	1	
3	Tender Description / Name of work / item	Annual Repair	Programme District	2011-2012 • Repa Jail Badin (J&C S	nir work to Officettlement)	ce Building	
4	Method of Procurement		Sing	le Stage - One En	velope		
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	ŧ	Work o	Serial No.10358 (costing below Rs.1 needs to publish as per Rules	.000(m),		
6	Total Bid documents sold			03 Nos.			
7	Total Bid Received	03 Nos.					
8	Technical Bid Opening date (if applicable) (Provide details in separate form)			N.A	1911		
9	No. of Bid technically qualified (if applicable)	03 Nos.					
10	Bid(s) Rejected	Nil					
11	Financial Bid Opening date:	NII 31.12,2011					
12	Bid Evaluation Report						
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks	
1	2	3	4	5	6	7	
1	M/S Yakoob Aziz Constructors	347,345	Ist	within estimated cost	1st lowest	Accepted	
2	M/S Nabi Bux & Company	349,515	2nd			Highest	
3	M/S Muhammad Aslam Khushak	349,705	3rd			Highest	

Divisional Accounts Officer Provincial Buildings Division Thatta

Comparative Statement

Annual Repair Programme 2011-2012 Repair work to Office Building of District Jail Badin (J&C Settlement)
Technical sanction accorded vide SE, PBC, Hyderabad letter No.PB/3727 dated 23.12.2011 for Rs.349,700/Tender invited vide No.TC/G-55/PBDT/1846/dated 26.11.2011
Date of Issue upto: 30.12.2011

Civil work		As Per Sanctioned Estimate	ate					Rate Ouoted by the	P Riddere /	Contractors			
Cost of Schedule Items Rs. 3	S.No		*	Amount	M/S Yakoob /	Aziz Const	ructors	M/S Nabi B	Silv & Com	Contractors	MA/C Muhama	V molos be	burelant.
Civil work Ran Civil work Amount Amount Rate Quoted Amount Rate Quoted Amount Amount Rate Quoted Amount Amount Civil work Amount Cost of Schedule lem Rs. Civil work Amount Rate Quoted Amount Amount Rate Quoted Amount Amount Rate Quoted Amount Amount Rate Quoted Amount		2		2	Doctor O	-		Tront Cons	The Coll	pair	IIIIBIIIIN CAN	ad Asidili N	nusnak
Cost of Schedule Items Rs. 8,678 Cost of S. Item Rs. 8,678 Cost of S. Item Rs. Cost of Carriage Rs. Cost of Greenent esc. Cost of Greenent esc. Rs. Cost	-			2	Rate Cuoted		Amount	Rate Quoted		Amount	Rate Quoted	_	Ymount
Cost of Schedule Item Rs. 8,678 Cost of S. Item Rs. 8,678 Cost of S. Item Rs. Cost of S. Item Rs. Cost of N. S. Item Rs. Cost of Cement esc. Rs. Cost of Cement esc. Rs. Cost of Steel esc. Rs. Cost of Steel esc. Rs. Cost of Steel esc. Rs. Cost of Brick esc. Rs. Rs. Rs. Cost of Brick esc. Rs.		CIVII WORK		1	Civil work		1	Civil work			Civil work		
Cost of Carriage Rs Cost of N. S. Item Rs Cost of N. S. Item Rs Cost of N. S. Item Rs Cost of Coment escalation Rs Cost of Monde esc. Rs Rs Cost of Monde esc. Rs Rs Cost of Monde esc. Rs	-	Cost of Schedule Item	Rs.	8,678	Cost of S. Item	Rs.	8.678	Cost of S. Item	Re	8 678	Cost of S. Item	De	25.79
Sub Total Rs. 8,678 19,15 % above Rs. 1,662 25.32 % above Rs. 2,197 23.12 % above Rs. Add: 20% on schedule items Rs. 1,736 Cost of Gement esc. Rs. - Cost of Brick esc. Rs. - Cost of Wood esc. Rs. - - - - - - - - -	7	Cost of carriage	Rs.		Cost of N. S. Item	Rs.	-	Cost of N. S. Item	Rs		Cost of N. S. Irem	Re Re	0,0,0
Cost of non schedule items Rs. - Cost of Cement esc. Rs. - Cost of Cement esc. Rs. - Cost of Steel esc. Rs. - Cost of Brick esc. - Cost of Brick esc. Rs. - Cost of Brick esc. - Cost of Brick esc. Rs. - Cost of Brick esc. - C		Sub Total	Rs.	8.678		Rs	/ 1662	25 32 % above	Re	2 107	23 12 0% obours	De De	2000
Add: 20% on schedule items Rs. 1,736 Cost of Steel esc: Rs. - Cost of Brick esc: Rs. - Cost of Wood esc: Rs. Rs. - Cost of Wood esc: Rs. - Cost of Wood esc: Rs. Rs. - Cost of Wood esc: Rs. - - - Cost of Wood esc: Rs. -<	3	Cost of non schedule items	Rs.	100	Cost of Cement esc:	Re	-	Cost of Coment oco.		7,1,71	20.12 /8 above	. N.S.	7,000
Cost of Steel escalation Rs. Cost of Brick esc. Rs. Cost of Wood esc. Rs.	4	Add: 20% on schedule items	Rs	1 736	Cost of Stool per-	De	-	Cost of Cearl cas.			Cost of Cement esc.	KS.	ı
Cost of Steel escalation Rs Cost of Brick esc. Rs. 18.252 Cost of Brick esc. Rs. 18.252 Cost of Brick esc. Rs. 18.252 Cost of Wood esc. Rs. 19.252 Cost of Wood esc. Rs. 100.891 Cost of S. Item Rs. 100.891 Cost of S. Item Rs. 198.340 Cost of N. S. Item Rs. 198.340 Cost of N. S. Item Rs. 19.522 19.80 % above Rs. 19.976 19.98 % above Rs. 20,178 49.735 Total Rs. 349.735 Total Rs. 349.815 Total Rs. 349.81	4	Control Control		2000	coar of orce car.	No.		Cost of Steel esc;	KS.		Cost of Steel esc:	Rs.	-
Cost of Steel escalation Rs. - Cost of Wood esc. Rs. 18.252 Cost of Wood esc. Rs. 18.252 Cost of Wood esc. Rs.		Cost of Cement escalation	Ks.	-	Cost of Brick esc:	Rs.		Cost of Brick esc;	Rs		Cost of Brick per-	Re	
Cost of Brick escalation Rs. 18,252	9	Cost of Steel escalation	Rs.		Cost of Wood esc:	Rs.	18252	Cost of Wood occ.	Re	18 252	Cort of Wood over	D.o.	10 363
Cost of Wood escalation Rs. 18,252 E.I.Work Cost of S. Item Rs. 100,891 Cost of S. Item Rs. 190,520 Cost of S. Item Rs. 19,520 Cost of S. Item Rs. 19,	7	Cost of Brick escalation	Rs.					1000	TANK.	202201	COSCOL WOOD CSC.	NS.	10,20
E.I.Work Cost of Schedule Item Rs. 100,891 Cost of S. Item Rs. 100,891 Cost of S. Item Rs. 100,891 Cost of S. Item Rs. 198,340 Cost of N. S. Item Rs. 19,520 Cost of N. S. Item Rs. 19,52	8	Cost of Wood escalation	Rs.	18,252	7								
Cost of Schedule Item Rs. 100,891 Cost of S. Item Rs. 100,891 <		E.I. Work			E.I.Work			F. I. Work			E 1 Work		
Cost of non schedule items Rs. 200,000 Cost of N. S. Item Rs. 198,340 Cost of N. S. Item Rs. 19,520 Cost of N. S. Item	-	Cost of Schedule Item	Rs.	168,001	Cost of S. Item	Rs.	100 891	Cost of S. Hem	Re	100 001	Cost of S. Irom	Do	100 001
Add: 20% on schedule items		Cost of non schedule items	Rs.	200,000	Cost of N. S. Item	Rs.	198.340	Cost of N. S. Item	Re.	000 001	Cost of N S Hom	D.	100,001
349,735 Total Rs. (347,345) Total Rs. 349,515 Total Rs. 349,515	3	Add: 20% on schedule items	Rs.	20,178	19.35 % above	Rs.	19.522	19.80 % ahove	Re	19 976	10 08 % above	De De	207,720
(347,343) Total Rs. 349 515		Tota	il Rs.	349,735.						2777	17.70 /n googe	'ey	20,170
						Fotal Rs.	347.345		Total Rs.	349 515		Total Re	349 705

The rate quoted by M/S Yakoob Aziz Constructors, Government Contractor @ Civil work 19.15% above & E.I. work 19.35% above on schedule items only found lowest, hence approved.

Divisional Accounts Officer Provincial Buildings Division

Provincial Buildings Division

Superintained in Enginery Provinced salite info cine



rel # 0298-920097

No.TC G-55 PBDT 1/2 Office of the Executive Engineer. Provincial Buildings Division, Thatta Dated: J 3-0 /- 20/2

To,

Work Order Tender = 02

M/S Yakoob Aziz Contractors,

Government Contractor,

Islamia Colony near Mullah Ismail Arain Colony,

Old Hala Naka, Hyderabad

Subject:

ANNUAL REPAIR PROGRAMME 2011-2012

REPAIR WORK TO OFFICE BUILDING OF DISTRICT JAIL BADIN (J&C SETTLEMENT)

Reference:

Your B-I / B-II tender opened on dated 31.12.2011

 Technical sanction accorded vide Superintending Engineer, Provincial Buildings Circle, Hyderabad letter No.PB/3727 dated 23.12.2011 for Rs.349,700 -

Your B-1/B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates, Electrical (Composite) Publication No.45 in-force from 1st October 2004, including non-schedule items / rate analysis has been accepted by the competent Authority. The brake up is as under:

General Civil Schedule @ 19.15% above on schedule items only (Rupees nineteen point one five percent above) only E.I work Schedule @ 19.35% above on schedule items only (Rupees nineteen point three five percent above) only

- 1/- The amount of Rs.347,345/- includes schedule items, non-schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on nor-schedule items / rates analysis items | offer rates.
- 2/- You are advised to please start the work under the instructions / supervision of the Assistant Engineer. Provincial Buildings Sub Division, Badin within (10) ten days from the issue of this work order.
- 3/- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- 4/- The time allowed for completion of work as provided in the tender is (02) two months, which should be strictly adhered too as per clause (2) of the form B-1 agreement.
- 5/- Carriage of material has been converted into premium, therefore, payment of carriage will not be paid on any item of work separately.
- 6/- Escalation cost of Cement, Steel, Brick & Wood work will be paid / deducted as per actual consumption and the rates taken will be as per Bureau of Statistics, Government of Pakistan.
- 7/- The true copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- 8/- The work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- 9/- You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
- 10/- Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.
- 11/- Provision of source of fine aggregate of proper gradation and of approved quarry and removal of rust from bars, is the Sole responsibility of the Contractor.

DA As above True copy of schedule-B

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Executive Engineer Provincial Buildings Division

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REPAIR OF OFFICE BUILDING DISTRICT JAIL BADIN(J&C SETTLEMENT).

SCHEDULE 'B'.

S.No.	Description of Items.	Quantity.	Rate	Unit.	Amount.
43	PART(A)CIVIL WORK.				
1.	First class deodar wood wrought joinery Work in doors & windows etc fixed in Position i/c chowkats,hold fasts,hinges, Iron tower bolts,cleats,cords with hooks, Etc,Deodar paneled or paneled or paneled Glazed or fully glazed 1-3/4"thick. (S.I.No.7(b)P-65)(Without Chowkats).	35Sft.	228/38	P.Sft.	7,993.00
2,	Preparing new surface painting doors & windows any type i/c edges 3-coats. (S.I.No.5(d)P-76).	70Sft.	978/95	%Sft.	685.00
	PART(B)E.I.WORK.			Total.(A)	8,678.00
ĥo					
	P/Fixing Energy saver superior quality i/e	203Nos.	497/-	Each.	100,891.00
	PART® NON-SCHEDULE ITEMS.			Total(B)	100,891.00
	P/F H.P.I.T.light Philips/SOGO type Complete with san lamp bllast ignator chok Capacity Philips/SOGO Belgium further m Than 99% pure aluminum for reflactor and Template galvanized head resistance with 400-watts light as required.	ore		Each. KS:	956801=
	S/F Emergency light 2.6"-long with holder Scre i/c labour charges.(RAA).	16Nos. 1.9	70/=	Each, Rs.	31500/==
	Supplying of A.C.xciling fans 56"sweep.	24Nos. 29	65/=	Each, Rs.	7/160/=
			21	Total© 🗟	:1983407
		Exect Provincial (Trollend Trygined Wildings Div Hotta	ision	· · · · · ·
			345)		

G. R. P.W.D. Nos. 7938 of 6-4-35 56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P. and M. Deptt. No. 383-P/37 of 9-11-37 (P.W.) No. S-173, 2-W-of 22-2-3a, G. R. (P.W.D.) No. 1038-1 of 22-2-37, 12-10-44 and 2-5-44 6-4-W of 22-2-39 12-10-44, and 2-5-44, o5-W 1038/11-1 of 28-3-49, 4-47-W of 12-12-50. rojs Yakoob Aziz & Co

FORM B-1

PUBLIC WORKS DEPARTMENT Provinil Pouldings CIRCLE Hydrobond. from Randery DIVISION Thatte

Percentage Rate Tender and Contract for works



Directions for the Guidance of Contractors

sed to be executed by contract shall be notified in a fer posted on a board hung up in the office of the gned by the Executive Engineer.

the work to be carried out, as well as the date for enders, and the time allowed for currying out the earnest money to be deposited with the tender, and y deposit to be deposited by the succossful tenderers to be deducted from bills. It will also state whe-

to be deducted from ours. It will also state whether attefund of quarry tees, royalities, octroi dues and ground rents will be granted. Copies the specifications, designs and drawings and estimated rates schedules 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 to contractors it the office of the Executive Engineer during office hours

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

- 3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the fum by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
- 4. Any person was submits a leader shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimated rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work. but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
- 5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other decoments mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the returnof the money.

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

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Engineer Provincial Buildings Division C

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so tar as applicable, and in default thereof to forfeit and pay to Govern-Receipt No. 0359368 dated /6 12 2011 from Government Treasury or sub-Treasury at in respect of the sum of Rs. 2000 and figures is herewith forwarded representing the earnest money [(a) the full value of ... which is to be absolutely forfeited to Government should we not deposit Strike out (a) if no ca h security deposit is to be 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. 7000, 7.... shall be retained by Goevenment on account of such security deposite as aforesaid] or (b) the full value of which shall be security deposite as aforesaid] or (c) the security deposit specified **Strike out (b) if any cash securif-ty deposit is to be retained by the Govennment on account of the security deposit specified in clause I (B) of the conditions]. ** "Signature of coday of ntractor before au-bmission of tender (Witnesses ***) m/s rowhend Amen Poral ***Signature of witness to contra-(Address) (Occupation) Signature of the The above tender is hereby accepted by me on behalf of the covernor of Sind. eitil - 15:15 chance Ed 19:35 above Executive Engineer, See the Covernor of the Covernor of Sind and the Security Engineer, See the S Division (of his duly Dated the Thatta Condition of Contract e suriny deposits. Clause 1.—The Person whose tender may be accepted (her inafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or.

oss, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and o 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 then twelve months) a sum sufficient with the amount of the carnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the lime of making any payment to him for work done under the contracts to deduct such sum as well (With the 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 payble by the contractor to Government under the terms of his contract may be deducted from, or paid by the sule of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may be ome 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 fromor raised by sale of his security deposit or any art thereof. The security, deposit referred to, when paid in cash, may, at the cost of the depositor becomes converted into interest-bearing securities provided that the depositor flavinging and Thatta pressly desired this in writing. Contractor

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g s c 19 (a) To rescind the contract (of which rescision notice in writen to the contractor under the band of the Executive Engideer shall be conclusive evidence) and in that case the security deposit of the contra7tor shall stand forfeated and be absolutely at the disposal of the Government.

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

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

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

Clause 4.—If the progress of any particular portion of the work is unaccordance clause 2, be entitled to take action under clause 3 (b) after giving the 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.

Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable and the same shall not have been exercised, the non-exercise thereof shall
not constitute a waiver of any of the conditions beroof and such powers shall
notwithstanding be exerciseable in the event of any future case of default
by the contractor for which under any clause or clauses hereof he is declared
liable to pay compensation amounting to the whole of his security deposit
and the liability of the contractor for past and future compensation shall
remain unaffected. In the event of the Executive Engineer taking action under
sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of
all or any tools, plant, materials and stores in or upon the works, or the
site thereof or belonging to the contractor, or procured by him and intended
to be used for the execution of the work or any part thereof, paying or
sontract not being applicable, at current market rates, to be certified by
native the Executive Engineer whose certificate thereof shall be final. In the altertractor or his clerk of the works, foreman or other authorized agent require
a time to be specified in such notice, and in the event of the contractor failing
them at the contractor's expense or sale them by auction or private sale on
of the Executive Engineer as to the expense of any such removal and the
contractor.

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

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



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thereupon stand forfeited and be absolutely at the disposal of Government and the came consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover 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.

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.

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.

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

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 aforesgid.

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 Engineerin-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.

Clause 33.—In the case of any class of work for which there is no such specfication 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 to Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Eugineer-in-charge.

Sum payable by way of compensa-tion to be considered as reasonable compensation with out reference in

Changes in the constitution of firm to be notified

Works to be un-Superintending Engineer

Decision of

Stores of Europ-ean or American manufacture to be obtained Government.

Lump sums in

Action where no

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

Certificate for concessionary freight charges form the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

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

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

Partnership of M L.A'S for bidden.

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

Payment of Sale

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

Interest or share Government ervent in the work

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

When the sanctioning authority for the tender is:-

Executive Engineer

One month.

Superintending Engineer

Two months.

Chief Engineer

Three months.

Government

Six months.

Clause 52. "If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to spell 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;"

Contractor

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 the content of the content of

ProDivisional Accountant.

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

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Contractor.)

Productive Engineer,
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REPAIR OF OFFICE BUILDING DISTRICT JAIL BADIN(J&C SETTLEMENT).

SCHEDULE 'B'.

S.No.	Description of Items.	Quantity.	Rate	Unit.	Amount.
	PART(A)CIVIL WORK.	7.55		1	
I.	First class deadar wood wrought joinery Work in doors & windows ete fixed in Position I/e chowkats, hold fasts, hinges, Iron tower bolts, cleats, cords with hooks, Etc, Deadar paneled or paneled or paneled Glazed or fully glazed 1-3/4"thick.	35SR.	228/38	P.Sñ.	7,993.00
	(S.I.No.7(b)P-65)(Without Chowkats).				
2,	Preparing new surface painting doors & windows any type i/c edges 3-coats, (S.I.No.5(d)P-76).	70Sft.	978/95	%Sft.	685.00
	Table of the second			Total.(A)	- 8,678.00
	PART(B)F.I.WORK.				-
I.	P/Fixing Energy saver superior quality i/e	203Nos.	497/-	Each.	100,891.00
	PART® NON-SCHEDULE ITEMS.			Total(B)	100,891.00
1.	P/F H.P.I.T.light Philips/SOGO type Complete with san lamp bllast ignator chok Capacity Philips/SOGO Belgium further m Than 99% pure aluminum for reflactor and Template galvanized head resistance with 400-watts light as required.	ore		Each, Rs;	956801=
2.	S/F Emergency light 2.6"-long with holder Scre i/c labour charges (RAA).	16Nos. 1.9	70/=	Each. Rs.	315.00/=:
3.	Supplying of A.C. xeiling fans 56"sweep.	24Nos. 29	165/=	Each. Rs:	7/160/=
ista Lajv				Total© Rs	798340/
	ANTIPLES TABLE (N. 1823).		01	_	
\$ ·	Billion (Lagrania) compare	Frank	meleno	lu-	

Sindh Public Procurement Regulatory Authority Contract Evaluation Form To be filled in by all Procuring Agencies for Public Contracts of Works, Services & Goods

1	Name of the Organization / Department	Works & Services Department, Government of Sindh
2	Provincial / Local Government / Other	Provincial
3	Title of Contract	Annual Repair Programme 2011-2012 - Repair work to Residential Buildings of Central / District Jail Badin (J&C Settlement)
4	Tender Number	NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011
5	Brief Description of Contract	Annual Repair Programme 2011-2012 - Repair work to Residential Buildings of Central / District Jail Badin (J&C Settlement)
6	Forum that Approved the Scheme	Annual Repair Programme 2011-2012
7	Tender Estimated Value	Rs.80,000/-
8	Engineer's Estimate (for civil works only)	Rs.80,000/-
9	Estimated completion period (as per contract)	02 months
10	Tender opening on (Date & Time)	31.12.2011 2.00pm
11	Number of tender documents sold (attached list of buyers)	03 Nos (as per comparative statement)
12	Number of Bid received	03 Nos (as per comparative statement)
13	Number of Bidders present at the time of opening of Bids	09 Nos.
14	Bid Evaluation Report (enclose a copy)	copy enclosed
15	Name and Address of the successful Bidder	M/S Yakoob Aziz Constructors, Government Contractor Islamia Colony near Muhalla Ismail Arain Colony, Old Hala Naka, Hyderabad
16	Contract award price	Rs.79,648/-
17	Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid)	1st lowest
18	Method of Procurement used (Tick one)	to the second se
- 1	a Single Stage - One Envelope Procedure	Domestic / Local
1	Single Stage - Two Envelope Procedure	The second secon
9	c Two Stage Bidding Procedure	
	Two Stage - Two Envelope Bidding Procedure	
	Please specify if any other method of procuren	ment was adopted i.e. emergency, Direct Contracting etc. will brief reasons
19	Approving Authority for award of contract	Executive Engineer, Provincial Buildings Division, That
20	Whether the Procurement was included in Annual Procurement Plan?	Not Prepared

1	Advertisement:	
g i.	SPPRA Website (if yes, give date and SPPRA identification No.)	Single Stage - One Envelope
ii.	News Papers (if yes, give names of news papers and dates)	SPPRA Serial No.10358 (5973/2011) Work costing below Rs.1.000(m), therefore, no needs to publish in news papers as per Rules
22	Nature of Contract	Domestic / Local
23	Whether qualification Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
24	Whether Bid Evaluation Criteria was included in Bidding / Tender documents ? (if yes, enclose a copy)	Yes
25	Whether approval of competent authority was obtained for using method other than open competitive bidding?	N.A
26	Was Bid Security obtained from all the Bidders	Yes
27	Whether the successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case of Consultancies)	N.A
28	Whether the successful Bidder was Technically complaint?	Yes
29	Whether Names of the Bidders and their quoted prices were read out at the time of opening of Bids?	Yes
30	Whether Evaluation Report given to Bidders before the award of contract ? (attached copy of the Bid Evaluation Report)	Yes
31	Any complaints received (if yes, result thereof)	NO
32	Any Deviation from specifications given in the render notice / documents (if yes, give details)	NO
33	Was the extension made in response time ? (if yes, give reasons)	NO
34	Deviation from Qualification Criteria (if yes,	NO
35	Was it assured by the Procuring Agency that the selected firm is not black listed?	Yes
36	Was a visit by any Officer / Official of the Procuring Agency to the Supplier's premises in connection with the Procurement? If so, detailes to be ascertained regarding financing of visit, if abroad: (if yes, enclose a copy)	N.A
37	Were proper safeguards provided on Mobilization Advance payment in the contract (Bank Guarantée etc) ?	N.A
38	Special conditions, if any (if yes, give brief description)	N.A
39	Date of award of contract	23.01.2012

Divisional Accounts Officer
Provincial Buildings Division
Thatta

Comparative Statement

Annual Repair Programme 2011-2012 Repair work to Residential Buildings of Central / Distrct Jail Badin (J&C Settlement)
Technical sanction accorded by the EE, PBD, Thatta for Rs.80,000/Tender invited vide No.TC/G-55/PBDT/1846 dated 26.11.2011

Date of Opening: 31.12.2011 Date of Issue upto: 30.12.2011

	As Per Sanctioned Estimate	nate					Rate Quoted by the Bidders / Contractors	Bidders / C	ontractors			
S.No	Description of Item		Amount	M/S Yakoob Aziz Constructors	ziz Constr	uctors	M/S Noor Muhammad	Muhamma	-	M/S Muhammad Aslam Khushak	I Aslam K	hushak
-	2		e.	Rate Quoted	A	Amount	Rate Quoted	A	Amount	Rate Ouoted		Amount
	Civil work			Civil work	1	1	Civil work			Civil work		
-	Cost of Schedule Item	Rs.	63,046	63,046 Cost of S. Item	Rs.	63,046	63,046 Cost of S. Item	Rs.	63,046	63,046 Cost of S. Item	Rs.	63.046
2	2 Cost of carriage	Rs.	6,283	6,283 Cost of N. S. Item	Rs.	- /	Cost of N. S. Item	Rs.		Cost of N. S. Item	Rs	
	Sub Total Rs.	al Rs.	69,329	69,329 9.10 % above	Rs.	5,737	5,737 9.62 % above	Rs.	6,065	6,065 9.25 % above	Rs.	5 832
3	Cost of non schedule items	Rs.	.1	Cost of Cement esc;	Rs.	10,865	10,865 Cost of Cement esc:	RS.	10.865	10.865 Cost of Cement esc.	Re	10.865
4	Add: 20% on schedule items	Rs.	3	Cost of Steel esc:	Rs.	-	Cost of Steel esc:	Rs.		Cost of Steel esc:	Rs	100101
2	Cost of Cement escalation	Rs.	10,865	10,865 Cost of Brick esc:	Rs.	-	Cost of Brick esc:	Rs.		Cost of Brick esc:	Rs	,
9	Cost of Steel escalation	Rs.	1	Cost of Wood esc:	Rs.).	Cost of Wood esc:	Rs.	1	Cost of Wood esc:	Rk	
7	Cost of Brick escalation	Rs.										
00	Cost of Wood escalation	Rs.	ı									

The rate quoted by M/S Yakoob Aziz Constructors, Government Contractor @ Civil work 9.10% above on schedule items only found lowest, hence approved.

79,743

Total Rs.

79,976

Total Rs.

79,648

Total Rs.

80,194

Total Rs.

Divisional Accounts Officer
Provincial Buildings Division



. el # 0298-920097

No.TC/G-55/PBDT ///3 Office of the Executive Engineer, Provincial Buildings Division. Thatta Dated: 23 -01-2012

Work Order Tender = 03

M/S Yakoob Aziz Contractors.

Government Contractor,

Islamia Colony near Mullah Ismail Arain Colony.

Old Hala Naka, Hyderabad

Subject:

ANNUAL REPAIR PROGRAMME 2011-2012

REPAIR WORK TO RESIDENTIAL BUILDINGS OF CENTRAL DISTRICT JAIL BADIN (J&C

SETTLEMENT)

Reference:

Your B-I / B-II tender opened on dated 31.12.2011

Technical sanction accorded for Rs.80,000/-

Your B-1/B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates. Electrical (Composite) Publication No.45 in-force from 1st October 2004, including non-schedule items arate analysis has been accepted by the competent Authority. The brake up is as under:

> General Civil Schedule @ 09.10% above on schedule items only (Rupees nine point one zero percent above) only

- The amount of Rs.79,648/- includes schedule items, non schedule items and rate analysis etc. to the condition that no premium will be allowed / deducted on non schedule items / rates analysis items offer rates.
- You are advised to please start the work under the instructions / supervision of the Assistant Engineer. Provincial Buildings Sub Division, Badin within (10) ten days from the issue of this work order.
- You are advised to attend the office of the undersigned within (15) fifteen days from the issue of this work order to sign the agreement from duly adhesive stamped of required amount.
- The time allowed for completion of work as provided in the tender is (02) two months, which should be strictly adhered too as per clause (2) of the form B-1 agreement.
- Carriage of material has been converted into premium, therefore, payment of carriage will not be paid on any 5/item of work separately.
- Escalation cost of Cement, Steel, Brick & Wood work will be paid / deducted as per actual consumption and the 6/rates taken will be as per Bureau of Statistics, Government of Pakistan.
- The true copy of schedule-B is appended herewith for your guidance and further necessary action. It may please be noted that where-ever the nomenclature of any item is not fully elaborated or not clear or any typographical error occurs in the schedule-B for the tender, it should be read strictly as per schedule of rates referred above.
- The work should be executed strictly in accordance with the specification and approved design and strictly in conformity with the schedule-B/technically sanctioned estimate. No extra item or execution of work over and above the schedule-B / technically sanctioned estimate quantities be carried out without the formal approval of the competent authority. In the event of your failure to comply with these conditions your claim for compensation will not be considered by the Government.
- You are requested to supply a copy of partnership deed / registration deed of firm and power of attorney in the name of any partner or employee of the firm whom you authorize to sign bills, receive payments and instructions in respect of this work.
- Testing of material if required shall have to be made by the Contractor and the expenditure of material testing will have to be borne by the Contractor himself.
- Provision of source of fine aggregate of proper gradation and of approved quarry and removal of rust from bars, is the Sole responsibility of the Contractor.

DA As above

True copy of schedule-B

090 - Rosidatop Brildig

Provincial Buildings Dis MThatta 2

REPAIR TO RESIDENTIAL BUILDINGS CENTRAL JAIL SETTLEMENT) BADIN. /_

SCHEJULE ... ".B"

S.NO: NAME OF ITEMS:-

QUANITY. RATE. UNIT. AMOUNT.

Dismenting cement concret plain 1:2:4 (S.I.NO: 19(c)P-11).

1597.20 %cft. 7124/00

F/L 2" thick top dug c.c 1:2:4 i/C: surface finishing and dividing into Sft. panels.(3.1.NO:16(c)F-47).

1396.67 %sft. 24889/90

3. First class dodor wood wrought join ery work in wire gauze door windows with 22 S. . Glavenized wire gauze 144 mesh her so inchi iron fitting couplete (d) Glavenized wire jauze fixed to chowkdated with 5/4" strips and screws (3.1.80: 14(d)P-67). 506 Sft.

61.33 F.51t. TUTAL RS:- 53046/00

LIVE A U U JULES -

- No premium shall be allowed on item base on market rate & sanctioned by the competent authrity out side the schedule or r_ted enforced.
- Nothing shall be paid for cartage on any material what so ever brought at the side of work i/c material cartage from Govt: 2. store.
- The material for use in the work of fine fince reduct can be got 3. tested from the approved laboratory or as directed by the Executive Engoneer, incharge or his representative.
- All expencess in connection with such testing shall me born by the contractor exclusigely with out re-imbursment or claim against the Government on the account. 4.

TRACTOR:-

ASSISTANT ENGINEER, PROVINCIAL BUILDINGS SUB-DIVIN:

findhi

EXECUTIVE A GINEER, PROVINCIAL BOLDINGS DIVISION

En gun

G. R. P. W. D. Nos. 7938 of 64-35
56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.
and M. Deptt. No. 383-P/37 of 5-11-37
(P. W. D.) No. S-173, 2-W-of 22-2-30,
G. R. R. (P. W. D.) No. 1038-1 of 22-2-39,
12-10-44 and 2-5-44 64-W of 22-2-39
12-10-44, and 2-5-44, 05-W 1038/11-1 of
28-3-49, 5-47-W 2 of 12-12-50. MISYalcoob Azizaco

FORM B-1

PUBLIC WORKS DEPARTMENT Provincial Bom Chipcircle Hy Decibed Priving Anilly DIVISION Prato

Percentage Rate Tender and Contract for works

General Dalee PAKISTAN PAKISTAN PAKISTAN PAKISTAN

uidance of Contractors

contract shall be notified in a d hung up in the office of the e Engineer.

ed out, as well as the date for allowed for enrrying out the deposited with the tender, and ted by the succossful tenderers bills. It will also state whedues and ground rents will be and drawings and estimated Special and drawings and estimated and estim cauch and snan also be open for inspection by contractors it the office of the Excellence Engineer during the Excellence

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

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

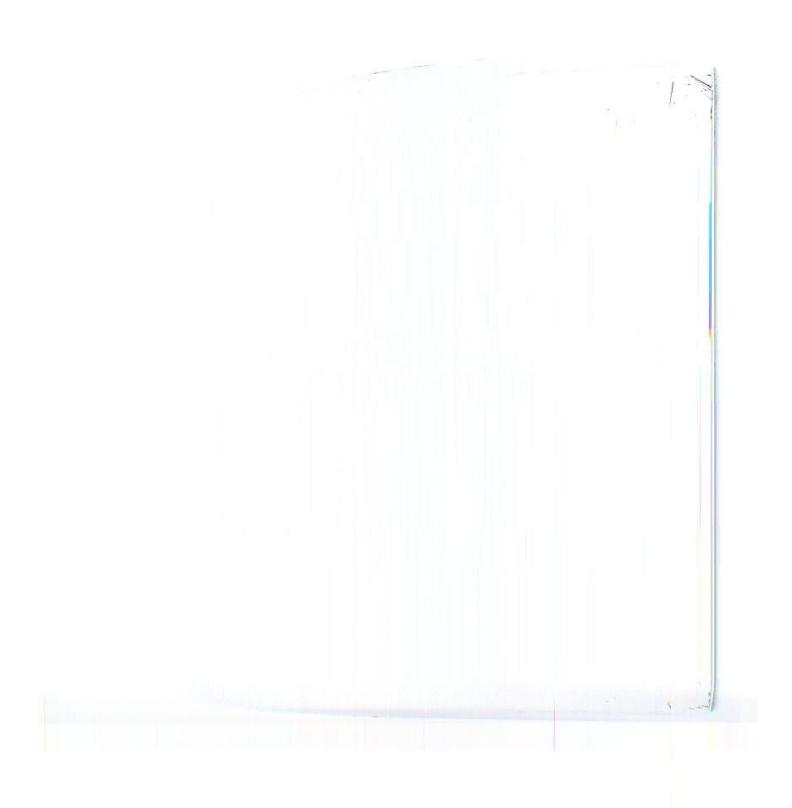
4. Any person wno submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the Estimated rates shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, win to liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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

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

Contractor

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- (a) To rescind the contract (of which rescision notice in writen to the contractor under the band of the Executive Engideer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeated and be absolutely at the disposal of the Government.
- (b) To employ iabour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the lahour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, the all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from him security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

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

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

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

Executive Engineer
Previncial Buildings Division

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against the final payment only and not as payments for work ctually done and completed, and shall not preclude the Engineer-in-charge from requiring any 1986, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-crected 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 accruning of any claim; nor shall it conclude, determine; or effect in any other way the remove of the Ingineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way or effect the contract. The final Bill shall be submitted by the contractor within one month of the date tixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties,

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 fiinal or on account bills.

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

Chase 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admisisble, 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 he sub-

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

Bills to be on pri-

Clause 12,-11 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 practicallie 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 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 com-pletion 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.

akove supplied by Gov-respont

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

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Warts to be executed in accordance with specifications, drawings
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that any materials or articles provided by him for the execution of the work insound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-incharge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failur eso continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and reexecute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the 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 contract-or shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, 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 op-

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

Contractor liabte for damage done, and for imperfections for three months after certificate

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

Contractor to supply plant, ladders scaffoldings, etc.

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thescupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover 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.

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,

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.

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

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.

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 Engineerin-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.

Clause 33.—In the case of any class of work for which there is no such specfication 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 to Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Centractor

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

Changes in the constitution of firm to be notified

Works to be un-Superintending Engineer

Decision of Supdig: Engince to be final,

ean or American manufacture to be obtained from Government.

Lamp sums to

Action where no

Exec uildvjgs Division Provincia Thatta

Engineer

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Clause 45.- If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the tailway. 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 concessionary freight charges form the Railway.

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

Procedure seceptance of ten-ders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership M L,A'S

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

Payment of Sale

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

Interest or share Government ervant in the Work

Clause - 51.—The contractor will not be allowed to withdraw his and ask for the return of ernest money before expiry of the period shown as under,

commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfieted.

When the sanctioning authority for the tender is:

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

Six months.

Government Clause 52. If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has 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 and the right of and obligations of the parties and the right of and obligations of the parties and the right of and obligations of the parties and the right of and obligations of the parties are the right of and obligations of the parties are the right of and the right of and the right of and the right of and obligations of the parties are the right of and the right of and the right of and obligations of the parties are the right of and the right of and obligations of the parties are the right of and the right of and the right of and the right of and the right of an analysis and the right of an area of the right of the right of an area of the right of t 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 monoy, 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 with the orders issued vide Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in the September, 1937, and subsequent orders issued in the September of th ProDivisional Accountant.

Mithatia

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 action the dated affectively of action the responsibility of action sibility of getting the tender checked efficiently is placed on me tropot tenem

Executive Engineer, Executive ENG

ProvidExecutive Eligineer, Cherranton

Contractor.

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REPAIR TO RESIDENTIAL BUILDINGS CENTRAL DAIL (JAC) SETTLEMENT) BADIN. /

SCHOULE

S.NO: NAME OF ITEMS:-

QUANTTY. RATE. UNIT. AMOUNT.

Dismenting cement concret plain 1:2:4 (S.I.WO: 19(c)P-11).

1597.20 %01+. 7124/00

P/L 24 thick to its c.c 1:2:4 1/C: surface finishing and divising into Sft./ panels.(3.1.H0:10(c)F-47).

1 1306.57 Asst. 26339/90

Fitst class Joing wood wrought join ery work in wire gadge door windows with 22 S. .3 New mixed wire gadge door windows with 22 S. .3 New mixed wire gadge 144 mesh her st. mechi iron fitting complete (4) Glavghined wire wave fixed to clowwantse with 5/4% stringer serews (S.s.de. 14(d)1-67). 506 Sft.

61.33 r. . . t. 합. 명시되고 ..:= 85049/00

- No premium shall be allowed on isem base on market rate & sanctioned by the competent authrity out sine the schedule or rated caforced.
- Nothing shall be said for cartage on any material what so ever brought at the site of work i/c material cartage from work: store.
- The material for use in the work of fine fince redict can be got tested from the a roved laborator, or as directed by the Executive 3. Engoneer, incharge or his representative.
- All expensess in connection with such testing shall me born by the contractor exclusingly with out re-indurament or claim against the Government on the account. CONTO

RACTOR:-

ASSISTANT ENGINEER, PROVINCIAL BUILDINGS SUB-DIVIN:

findhi,

Executive 4 GINEER, BOSELIE S DÍVISION PROVINCIAL

1	Name of Procuring Agency	Execut	tive Enginee	r, Provincial Build	dings Division,	Thatta
2	Tender Reference No.			-55/PBDT/ 1846		
3	Tender Description / Name of work / item		Programme	2011-2012 - Repa Jail Badin (J&C S	air work to Offi	
4	Method of Procurement		Sing	le Stage - One En	velope	
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)		SPPRA S	Serial No.10358 (: costing below Rs.1 needs to publish as per Rules	5973/2011) 1.000(m).	
6	Total Bid documents sold			03 Nos.		
7	Total Bid Received	03 Nos.				
8	Technical Bid Opening date (if applicable) (Provide details in separate form)	N.A				
9	No. of Bid technically qualified (if applicable)	03 Nos.				
10	Bid(s) Rejected		The state of the s	Nil		
11	Financial Bid Opening date:			31,12,2011		
12	Bid Evaluation Report					
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
1	2	3	4	5	6	7
1	M/S Yakoob Aziz Constructors	347,345	lst	within estimated	1st lowest	Accepted
2	M/S Nabi Bux & Company	349,515	2nd			Highest
3	M/S Muhammad Aslam Khushak	349,705	3rd			Highest

Divisional Accounts Officer Provincial Buildings Division Thatta

1	Name of Procuring Agency	Execut	ive Engineer	, Provincial Build	lings Division,	Thatta
2	Tender Reference No.	NI	T No.TC/G-	55/PBDT/ 1846 c	iated 26.11.201	1
3	Tender Description / Name of work / item		air Program gs of Centra	me 2011-2012 - R I / District Jail Ba	Repair work to I din (J&C Settle	Residential ement)
4	Method of Procurement	relia - allo -	Sing	le Stage - One En	velope	
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)		SPPRA S Work c	erial No.10358 (5 osting below Rs.1 needs to publish as per Rules	5973/2011) .000(m),	
6	Total Bid documents sold		ACC.	03 Nos.		
7	Total Bid Received	03 Nos.				
8	Technical Bid Opening date (if applicable) (Provide details in separate form)	N.A				
9	No. of Bid technically qualified (if applicable)			03 Nos.		
10	Bid(s) Rejected			Nil		
11	Financial Bid Opening date:			31.12.2011		
12	Bid Evaluation Report					
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
1	2	3	4	5	6	7
1	M/S Yakoob Aziz Constructors	79,648	1 st	within estimated	1st lowest	Accepted
2	M/S Muhammad Aslam Khushak	79,743	2nd			Highest
3	M/S Noor Muhammad	79,976	3rd	1		Highest

Divisional Accours Officer Provincial Buildings Division Thatta

1	Name of Procuring Agency	Execut	ive Engineer	, Provincial Build	lings Division,	Thatta	
2	Tender Reference No.			-55/PBDT/ 1846 c			
3	Tender Description / Name of work / item	Annual Repai Building Ba	din (Repair o	e 2011-2012 - M& of Over Head War oply & Sanitory Fi	ter Tanks 03 No	ession Cour os i/c Water	
4	Method of Procurement		Sing	le Stage - One En	velope		
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)		SPPRA S Work c	Serial No.10358 (5 osting below Rs.1 needs to publish as per Rules	5973/2011) .000(m),		
6	Total Bid documents sold			03 Nos.			
7	Total Bid Received	03 Nos.					
8	Technical Bid Opening date (if applicable) (Provide details in separate form)		N.A				
9	No. of Bid technically qualified (if applicable)			03 Nos.		electrical and the second	
10	Bid(s) Rejected			Nil			
11	Financial Bid Opening date:			31.12.2011			
12	Bid Evaluation Report						
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks	
1	2	3	4	5	6	7	
1	M/S Abdul Rauf Sahito	106,922	1st	within estimated	1st lowest	Accepted	
2	M/S Yakoob Aziz Constructors	106,980	2nd	4000		Highest	
3	M/S Tara Chand	107,095	3rd			Highest	

Divisional Accounts Officer Provincial Buildings Division Thatta

1	Name of Procuring Agency	Execut	ive Enginee	r, Provincial Build	lings Division,	Thatta	
2	Tender Reference No.			-55/PBDT/ 1846 c			
3	Tender Description / Name of work / item	Annual Repai	r Programme adin (Renov	e 2011-2012 - M& ration & Rehabilit mpound Wall Eas	R to Civil Cou ation of Court I	rt Building a	
4	Method of Procurement		Sing	le Stage - One En	velope		
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	t	SPPRA S Work o	Serial No.10358 (5 costing below Rs.1 needs to publish as per Rules	5973/2011) .000(m),	=	
6	Total Bid documents sold			03 Nos.			
7	Total Bid Received	03 Nos.					
8	Technical Bid Opening date (if applicable) (Provide details in separate form)			N.A			
9	No. of Bid technically qualified (if applicable)			03 Nos.			
10	Bid(s) Rejected			Nil			
11	Financial Bid Opening date:			31.12.2011			
12	Bid Evaluation Report	7					
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks	
1	2	3	4	5	6	7	
1	M/S Tara Chand	277,741	1st	within estimated cost	1st lowest	Accepted	
2	M/S Yakoob Aziz Constructors	279,461	2nd	4001		Highest	
3	M/S Muhammad Aslam Khushak	279,675	3rd			Highest	

Divisional Accounts Officer Provincial Buildings Division Thatta

1	Name of Procuring Agency	Execut	Executive Engineer, Provincial Buildings Division, Thatta					
2	Tender Reference No.			-55/PBDT/ 1846 o				
3	Tender Description / Name of work / item	Annual Repair	Programme sion Judge, 1	2011-2012 - M& st Additional Jud nior Civil Judge, F	R to Residentia	l Buildings		
4	Method of Procurement		Sing	le Stage - One En	velope			
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)		Work o	Serial No.10358 (5 costing below Rs.1 needs to publish as per Rules	.000(m),			
6	Total Bid documents sold			03 Nos.	= #/=.			
7	Total Bid Received	03 Nos.						
8	Technical Bid Opening date (if applicable) (Provide details in separate form)		N.A					
9	No. of Bid technically qualified (if applicable)			03 Nos.				
10	Bid(s) Rejected			Nil				
11	Financial Bid Opening date:			31.12.2011				
12	Bid Evaluation Report							
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks		
1	2	3	4	5	6	7		
1	M/S Yakoob Aziz Constructors	207,334	1st	within estimated cost	1st lowest	Accepted		
2	M/S Noor Muhammad	208,455	2nd	4000		Highest		
3	M/S Tara Chand	208,559	3rd			Highest		

Divisional Accounts Officer Provincial Buildings Division Thatta

1	Name of Procuring Agency	Execut	ive Engince	r, Provincial Build	lings Division,	Thatta
2	Tender Reference No.			-55/PBDT/ 1846 o		
3	Tender Description / Name of work / item	Annual Repair	Programme	2011-2012 - M& and District Cou	R to District &	Session Cou
4	Method of Procurement		Sing	le Stage - One En	velone	
5	Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with dates)	100	SPPRA S	Serial No.10358 (costing below Rs.1 needs to publish as per Rules	5973/2011) 1.000(m).	
6	Total Bid documents sold			03 Nos.		
7	Total Bid Received	03 Nos.				
8	Technical Bid Opening date (if applicable) (Provide details in separate form)	N.A				
9	No. of Bid technically qualified (if applicable)		11	03 Nos.		
10	Bid(s) Rejected			Nil		
11	Financial Bid Opening date:			31.12.2011		
12	Bid Evaluation Report					
S.No.	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
1	2	3	4	5	6	7
1	M/S Yakoob Aziz Constructors	320,000	lst	within estimated	1st lowest	Accepted
2	M/S Muhammad Aslam Khushak	321,533	2nd	5535		Highest
3	M/S Tara Chand	325,470	3rd			Highest

Divisional Accounts Officer Provincial Buildings Division Thatta