

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 Wall 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 Wall 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 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 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) | |
| a | 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 procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons | |
| 19 | Approving Authority for award of contract | Executive Engineer, Provincial Buildings Division, Thatta |
| 20 | Whether the Procurement was included in Annual Procurement Plan ? | 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 | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
|-------|--|---|--------------------------|--------------------------------|------------------------------------|----------|
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - M&R to Civil Court Building at Matli District Badin (Renovation & Rehabilitation of Court Building Matli) (Compound Wall East Side) | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 Tara Chand | 277,741 | 1st | 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

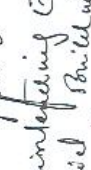
Date of Opening: 31.12.2011

| S.No | As Per Sanctioned Estimate | | M/S Tara Chand | | Rate Quoted by the Bidders / Contractors | | M/S Muhammad Aslam Khushak | |
|------|----------------------------|----------------|----------------|----------------|--|----------------|----------------------------|----------------|
| | Description of Item | Amount | Rate Quoted | Amount | Rate Quoted | Amount | Rate Quoted | Amount |
| 1 | Civil work | 3 | | | | | | |
| 1 | Cost of Schedule Item | Rs. 107,478 | Rs. 107,478 | Rs. 107,478 | Rs. 107,478 | Rs. 107,478 | Rs. 107,478 | Rs. 107,478 |
| 2 | Cost of carriage | Rs. 71,486 | Rs. 71,486 | Rs. 71,486 | Rs. 71,486 | Rs. 71,486 | Rs. 71,486 | Rs. 71,486 |
| | Sub Total | Rs. 178,964 | Rs. 178,964 | Rs. 178,964 | Rs. 178,964 | Rs. 178,964 | Rs. 178,964 | Rs. 178,964 |
| 3 | Cost of non schedule items | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - |
| 4 | Add: 20% on schedule items | Rs. 21,496 | Rs. 21,496 | Rs. 21,496 | Rs. 21,496 | Rs. 21,496 | Rs. 21,496 | Rs. 21,496 |
| 5 | Cost of Cement escalation | Rs. 18,450 | Rs. 18,450 | Rs. 18,450 | Rs. 18,450 | Rs. 18,450 | Rs. 18,450 | Rs. 18,450 |
| 6 | Cost of Steel escalation | Rs. 17,280 | Rs. 17,280 | Rs. 17,280 | Rs. 17,280 | Rs. 17,280 | Rs. 17,280 | Rs. 17,280 |
| 7 | Cost of Brick escalation | Rs. 43,499 | Rs. 43,499 | Rs. 43,499 | Rs. 43,499 | Rs. 43,499 | Rs. 43,499 | Rs. 43,499 |
| 8 | Cost of Wood escalation | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - |
| | Total Rs. | 279,689 | 277,741 | 277,741 | 279,461 | 279,461 | 279,461 | 279,675 |

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
 Thatta


 Executive Engineer
 Provincial Buildings Division
 Thatta


 Superintendent Engineer,
 Provincial Buildings Circle
 Thatta.



Tel # 0298-920097

No.TC/G-55 PBD/115
Office of the Executive Engineer,
Provincial Buildings Division, Thatta
Dated: 23-01-2012

To,

Work Order Tender # 05

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: i. 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 3728 dated 23.12.2011 for Rs.279,700/-

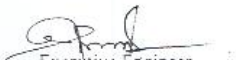
Your B-I / B-II tender for the above mentioned work as per approved schedule of rates (General), Volume-III, Part-II, for finished items of Civil work, Volume-III, Part-V-B for Water Supply & Sanitary finished items and Schedule of Rates, Electrical (Composite) Publication No.45 in-force from 1st October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


Executive Engineer
Provincial Buildings Division
Thatta

RENOVATION/REHABILITATION OF COURT BUILDING
MATLI (COMPOUND WALL). (EAST SIDE.)

SCHEDULE "B"

| S.NO: | NAME OF WORK:- | QUANTITY. | RATE. | %Cft. | AMOUNT. |
|-------|--|------------|---------|--------|-----------|
| 1x | <u>COMPOUND WALL.</u> | | | | |
| 1. | Excavation 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 unto 5 ft. (b) in ordinary soil (S.I.NO: 18(b)P-5) | 592 Cft. | 1306.80 | %Cft. | 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 |
| 3. | R.C.C work including labour and materl except the cost of steels reinforcement and its labour for bending and bending which will be paid sepaxtely. This rate also i/c: all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface (I/C screen and washing of shingle) (a) R.C. work in froo slab, beams colours, Rafts lintels and other structural member's laid insitu or precast laid in position complete in all aspect (1) Ratio 1:2:4 90 lbs cement 2 Cft sand 4 Cft. shingle 1/8" to 1/4" gauge, (S.I.NO: 6P-(19). | 215 Cft. | 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(a)p-18 Using Tor Bars. | 10.77 Cwt. | 2772.55 | P.Cwt. | 29860/00 |
| 5. | Pacca brick work in foundation and plinth in Cement sand mortor 1:6 (S.I.NO: 4(e)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.

Handwritten signature

G. R. P. W. D. Nos. 7938 of 6-4-35
56-1 of 8-6-36, 1954-W of 27-9-37, G.C.M.P.
and M. Deptt. No. 383-7/37 of 9-11-37
(P. W. D.) No. S-173, 2-W of 22-2-39,
G. R. (P. W. D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 654-W of 22-2-39
12-10-44, and 2-5-44, 65-W 1038/11-1 of
28-3-49, 2-47-W 2 of 12-12-50.

FORM B-1

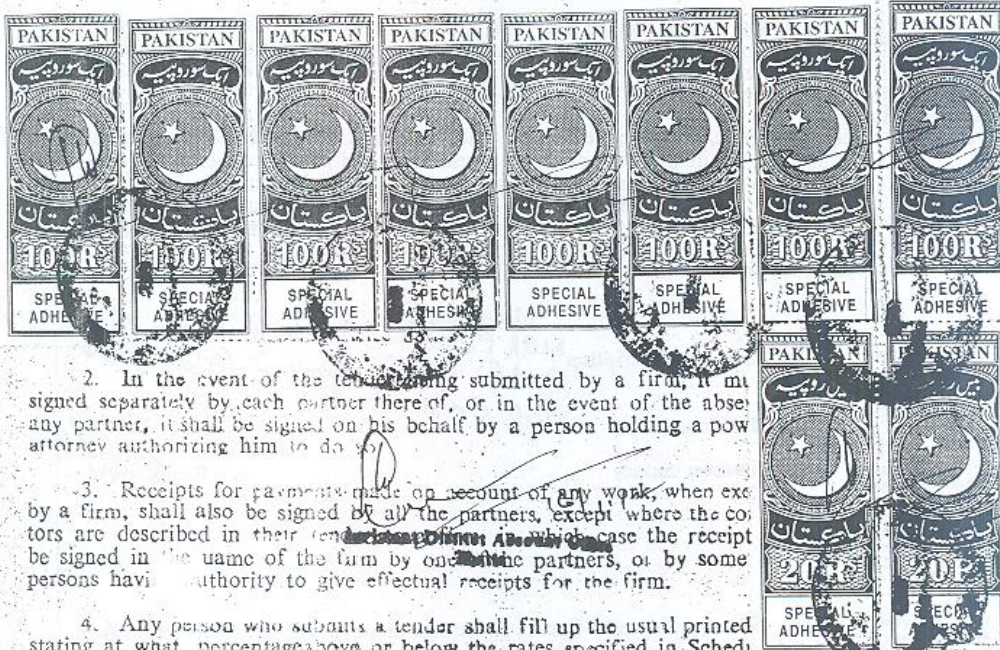
PUBLIC WORKS DEPARTMENT

Provincial Buildings CIRCLE Hyderabad
Provincial Buildings DIVISION Thatta

Mrs Tara Chand
Govt. Contractor

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors



- In the event of the tender being submitted by a firm, it may be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tenders as Partners in which case the receipt shall be signed in the name of the firm by one of the partners, or by some person having authority to give effectual receipts for the firm.
- Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule I he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
- The Executive Engineer or his duly authorised Assistant shall open tenders, in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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

S. P. Khan
Executive Engineer
Provincial Buildings Division
Thatta

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. 10/87205 dated 16.12.2011 from Government Treasury or sub-Treasury at A.B.L. Co. Ahmedabad Hyderabad in respect of the sum of Rs. 6600/- is herewith forwarded representing the earnest money (a) the full value of

which is to be absolutely forfeited to Government should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause I (A) of the said conditions, otherwise the said sum of Rs. 6600/- shall be retained by Government on account of such security deposits as aforesaid, or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause I (B) of the conditions.

Dated the _____ day of _____ 199

(Witnesses) M/S Ever Shree Cement Co
(Address) Goumt. Cantt
(Occupation) Pratt. Kaul

The above tender is hereby accepted by me on behalf of the Governor of Sind. lowest rate for 84 Tons on schedule items
Tons cost Rs. 277,741/-
Executive Engineer
Division (or his duly authorized Assistant)

Dated the _____ day of _____ 199
Executive Engineer
Provincial Buildings Division
Thatta

Condition of Contract

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

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

Pratt. Kaul
Contractor

*Amount to be specified in words and figures

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

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

**Signature of contractor before submission of tender

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

*Signature of the officers by whom accepted.

Security deposits.

Pratt. Kaul
Contractor

Pratt. Kaul
Contractor

Executive Engineer
Provincial Buildings Division
Thatta

of rates tenderer has to have

according reference

to claim

Siadh, the work specified in

amoral- all res-writing conditions by the will be as

ths. and full-berets

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

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

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

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

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

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

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

Lump sums to be paid to contractor in accordance with estimate.

Clause 33.—In the case of any class of work for which there is no such specification 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 requirements of the Engineer-in-charge.

Action where no specification.

[Signature]
Contractor

[Signature]
Executive Engineer
Provincial Buildings Division
Bhatha

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.

Certificates for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

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

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

[Signature]
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 Memorandum No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accounts Officer
Divisional Accountant,
Muzaffargarh

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

Contractor

[Signature]
Contractor

[Signature]
Executive Engineer,
Executive Engineer
Provincial Engineering Division
Muzaffargarh

ected
r per
deducted to
added to
stock issued
ound rent
will how
nder the
materials
shalpaysa
Col penca
jum princip
it rruauy
e iescontracto
ler sub-section
r the manner
rate and no
30% more or
vict or other
so by the
y caused in
in the case
n to estimate
y in the exe-
or compart-
tion in mud,
quistition of
minence any
tions of the
Failing such
ements of or
is under the
ls with bree
e inches wid-
on or whic
ot be allowed
contractors
remove from
satisfy these
ment for any
be used and
given first to

RENOVATION/REHABILITATION OF COURT BUILDING
MATHI (COMPOUND WALL), (EAST SIDE.)

SCHEDULE "B".

| S.NO. | NAME OF WORK:- | QUANTITY. | RATE. | %Cft. | AMOUNT. |
|-------|---|------------|---------|--------|-----------|
| 1x | <u>COMPOUND WALL.</u> | | | | |
| 1. | Excavation in foundation of building brick and other structure i/c: dag belling dress ing refilling around the structure with excavated earth watering and ramming lead upto 5 ft. (b) in ordinary soil (S.I.NO: 18(b)P-5) | 592 Cft. | 1306.80 | %Cft. | 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 |
| 3. | R.C.C work including labour and materl except the cost of steel's reinforcement and its labour for bending and bending which will be paid sepately. This rate also i/c: all kinds of forms moulds lifting shuttering curring rendering and finishing the exposed surface (I/C screen and washing of shingle) (a) R.C. work in froo slab, beams colours, raft's lintels and other structural member's laid insitu or precast laid in position complete in all respect (1) Ratio 1:2:4 90 lbs cement 2 Cft sand 4. Cft. shingle 1/8" to 1/4" gauge, (S.I.NO: 6P-(19). | 235 Cft. | 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(a)p-18 Using Tor Bars. | 10.77 Cwt. | 2772.55 | P.Cwt. | 29860/00 |
| 5. | Pacca brick work in foundation and plinth in Cement sand mortar 1:6 (S.I.NO: 4(e)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 specification and instructions of Engineer Incharge. (S.I.NC: 38 p-44). | 100 sft. | 3.64 | P.sft. | 364/00 |

Contd.....P/2.

(Signature)

CONTD:..P/2.

| | | | | |
|---|-----------|--------|-------|------------|
| • Pucca brick work in other than building i/c: striking of joints upto 20' Ft. ht. in (e) Cement sand mortar 1:6. (S.I. NO. 7(e)P-26). | 405 Cft. | 4089 | %Cft. | 16500/00- |
| 8. Cement plaster 1:6 upto 20' height (b). 1/2" thick (S.I. 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. Cement pointing struck joints on wall (a) Ratio | 540 Sft. | 645.37 | %Sft. | 3485/00. |
| 11. Colour washing (b) Two coats. (S.I. NO: 25(b)P-60). | 1200 Sft. | 103.79 | %Sft. | 1245/00 ✓ |
| Total Es:- | | | | 107478/- ✓ |

TERM AND CONDITIONS:-

1. No premium shall be allowed on items based on market rates and sanctioned by the competent authority outside the schedule of rate enforced.
2. No thing shall be paid for cartage on any material what so ever brought at the site of work i/c: material cartage from Govt: store. The material for use in the work of fine finish reject can be got tested from the approved laboratory or as directed by the Executive Engineer, in charge or his representative all expenses in connection with such testing shall be born by the contractor exclusively without reimbursement or claim against the Govt: on account.

Contractor:-

Assistant Engineer,
Provincial Buildings Sub-Division
Badin.

EXECUTIVE ENGINEER,
PROV. BLDG. SUB-DIVISION
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 Water Tanks 03 Nos i/c Water Supply & Sanitary 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 Water Tanks 03 Nos i/c Water Supply & Sanitary 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) | |
| a | 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 procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons | |
| 19 | Approving Authority for award of contract | Executive Engineer, Provincial Buildings Division, Thatta |
| 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 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, 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, details 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

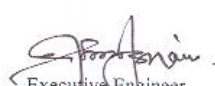

 Executive Engineer
 Provincial Buildings Division
 Thatta

Bid Evaluation Report

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

| 1 | Name of Procuring Agency | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
|-------|--|---|--------------------------|--------------------------------|------------------------------------|----------|
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - M&R to District Session Court Building Badin (Repair of Over Head Water Tanks 03 Nos i/c Water Supply & Sanitary Fitting) | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 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

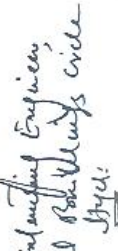
Annual Repair Programme 2011-2012 M&R to District Session Court Building Badin (Repair of Over Head Water Tanks 03 Nos i/c Water Supply & Sanitary Fitting)
 Technical sanction accorded vide SE, PBC, Hyderabad letter No.PB/3726 dated 23.12.2011 for Rs.109,600/-
 Tender invited vide No.TC/G-55/PBDT/1846 dated 26.11.2011
 Date of Issue upto: 30.12.2011
 Date of Opening: 31.12.2011

| S.No | As Per Sanctioned Estimate | | M/S Abdul Rauf Sahito | | M/S Tara Chand | | M/S Yakoob Aziz Constructors | |
|----------------------------------|----------------------------|------------|----------------------------------|------------|----------------------------------|------------|----------------------------------|------------|
| | Description of Item | Amount | Rate Quoted | Amount | Rate Quoted | Amount | Rate Quoted | Amount |
| 1 | Civil work | | | | | | | |
| 1 | Cost of Schedule Item | Rs. 14,511 | Cost of S. Item | Rs. 14,511 | Cost of S. Item | Rs. 14,511 | Cost of S. Item | Rs. 14,511 |
| 2 | Cost of carriage | Rs. 2,729 | Cost of N. S. Item | Rs. - | Cost of N. S. Item | Rs. - | Cost of N. S. Item | Rs. - |
| 3 | Cost of non schedule items | Rs. 17,240 | 22.05 % above | Rs. 3,200 | 23.91 % above | Rs. 3,470 | 24.89 % above | Rs. 3,612 |
| 4 | Add: 20% on schedule items | Rs. - | Cost of Cement esc: | Rs. 4,920 | Cost of Cement esc: | Rs. 4,920 | Cost of Cement esc: | Rs. 4,920 |
| 5 | Cost of Cement escalation | Rs. 2,902 | Cost of Steel esc: | Rs. - | Cost of Steel esc: | Rs. - | Cost of Steel esc: | Rs. - |
| 6 | Cost of Steel escalation | Rs. 4,920 | Cost of Brick esc: | Rs. - | Cost of Brick esc: | Rs. - | Cost of Brick esc: | Rs. - |
| 7 | Cost of Brick escalation | Rs. - | Cost of Wood esc: | Rs. - | Cost of Wood esc: | Rs. - | Cost of Wood esc: | Rs. - |
| 8 | Cost of Wood escalation | Rs. - | | | | | | |
| W/S & S/Fitting i/c PHE Schedule | | | | | | | | |
| 1 | Cost of Schedule Item | Rs. 28,662 | W/S & S/Fitting i/c PHE Schedule | Rs. 28,662 | W/S & S/Fitting i/c PHE Schedule | Rs. 28,662 | W/S & S/Fitting i/c PHE Schedule | Rs. 28,662 |
| 2 | Cost of non schedule items | Rs. 50,160 | Cost of S. Item | Rs. 50,040 | Cost of S. Item | Rs. 49,900 | Cost of S. Item | Rs. 49,560 |
| 3 | Add: 20% on schedule items | Rs. 5,732 | 19.50 % above | Rs. 5,589 | 19.65 % above | Rs. 5,632 | 19.94 % above | Rs. 5,715 |
| Total Rs. | | 109,616 | Total Rs. | 106,922 | Total Rs. | 107,095 | Total Rs. | 106,980 |

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
 Thatta


 Executive Engineer
 Provincial Buildings Division
 Thatta


 Superintendent Engineer,
 Provincial Buildings Circle
 Thatta



No.TC G-SS PBDT 114
Office of the Executive Engineer,
Provincial Buildings Division, Thatta
Dated: 23-01-2012

Ref # 0298-920097

To,

Work Order Tender = 04

M/S Abdul Rauf Sahito,
Government Contractor,
House No.A-16, Happy Homes, Qasimabad,
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 & SANITARY FITTING)

Reference: i. 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-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 break 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.
- 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 to as per clause (2) of the form B-I 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 District Lower Courts


Executive Engineer
Provincial Buildings Division
Thatta


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

SCHEDULE "B".

| S.NO: | NAME OF ITEMS. | QUANTITY. | RATE. | UNIT | AMOUNT. |
|-------|----------------|-----------|-------|------|---------|
|-------|----------------|-----------|-------|------|---------|

PART (A) CIVIL WORK.

| | | | | | |
|----|--|----------|---------|--------|----------|
| 1. | Removing of cement or lime plaster (S.I.NO: 53P-14). | 765 Sft. | 58.08 | %Sft. | 444/00 |
| 2. | Applying floating coat of cement 1/32" thick. (S.I.NO: 14P-59). | 765 Sft. | 361.08 | %Sft. | 2762/00. |
| 3. | Vertical damp proof course of 3/4" thick cement plaster 1:2 with bitumen at 20 lbs per % Sft. (S.I.NO: 70 P-112). | 765 Sft. | 1041.84 | %Sft. | 7970/- |
| 4. | Cement plaster 1:4 upto 20" height (c) 3/4" thick (S.I.NO: 10 (c) P-58) | 358 Sft. | 779.96 | %Sft. | 2792/00- |
| 5. | P/F ornamental cement jalli 2" thick (1:2:4) without steel. | 12 Sft. | 45.24 | P.Sft. | 543/00. |

TOTAL RS:-

14511/00.

PART "B" W/S AND S/FITTING.

(a) SCHEDULE ITEMS:

| | | | | | |
|----|---|---------|---------|-------|----------|
| 1. | Providing R.C.C. pipe with collars class 'B' and digging the trenches to require depth and fixing in position i/e cutting fitting and jointing with mazphalt composition and cement mortar 1:1 and testing with water pressure to a head of 4 Ft above the top of the highest pipe and refilling with excavated stuff (c) 6" dia R.C.C pipe class "B" (S.I.NO: 2 (c) P-21). | 75 Nos. | 72.40 | Each. | 5430/00. |
| 2. | Construction of main hole of inspection chamber for the required dia of circular sewed and 3"x6" (1067mm) depth with wall of B.B 7m cement mortar 1:3 1/2" thick in side of walls and 1" 25mm) thick over benching and channel i/e fixing C.I. main hole cover with frame of (457x457mm) of 1.75 cwt (88.9 Kg) embedded in plain C.C 1:2:4 and fixing 1" 25mm) M.S step 6" (150mm) 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" top 12" dia 2x2x3x6.9 with C.I. main hole cover w/e cover. | 03 Nos | 1954.70 | Each. | 5864/00. |

A. Raju

5789.30
Contd:.....P/2.

17368/2
5864/00.

G.R. P.W.D. Nos. 7938 of 6-4-35
86-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.
and M. Deputt. No. 383-P/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-39,
G.R. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 64-W of 22-2-39
12-10-44, and 2-5-44, 05-W 1038/11-1 of
28-3-49, 47-W 7 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Provincial Buildings CIRCLE, Hyderabad
Provincial Buildings DIVISION, Thatta

M/s Abdul Kaus Saluti

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

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

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

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

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

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

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

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



Accountant
Executive Engineer
Provincial Buildings Division
Thatta

Contractor

A. Rauf
Contractor

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

Receipt No. 1018720 dated 16.12.2011 from ABL Casimiri Hyderabad Government Treasury or sub-Treasury at in respect of the sum of Rs. 2200/- is herewith forwarded representing the earnest money [(a) the full value of

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should 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. 2200/- shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions.]**

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

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

Dated the _____ day of _____ 199

(Witnesses ***) M/s Muneed Aslam Ulvehal

(Address) Govanor Conlht

(Occupation) Makli Thatta

**Signature of contractor before submission of tender

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

The above tender is hereby accepted by me on behalf of the Governor of Sind. Provincial Civil - 2205/1/1950/2/above Executive Engineer Division (or his duly authorized Assistant)

*Signature of the officers by whom accepted.

Dated the _____ day of _____ 199

Executive Engineer
Provincial Buildings Division
Thatta

Condition of Contract

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

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

A. Rauf
Contractor

ful-
reto

A. Rauf Contractor

Executive Engineer
Provincial Buildings Division
Thatta

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

Works to be executed in accordance with specifications drawings
 Executive Engineer
 Provincial Buildings Division
 Thatta

A. De Contractor

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

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

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

A. Ray 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 Memorandum No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accounts Officer
Divisional Accounts Officer
Thatta

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.

A. Ray Contractor

Executive Engineer,
Executive Engineer,
Executive Engineer,
Provincial Engineering Division
Thatta

to
o
ed.

tre
ces
cre

ion
sed
pal

tor,
ion
er

no
or

her
the

in
se
ates

xe-
rt-
ud,
of

ny
the
uch
or

the

bree
wid-

liche

owed
ctors

from
these
r any

and
rst to

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

SCHEDULE "B".

| S.NO: | NAME OF ITEMS. | QUANTITY. | RATE. | UNIT | AMOUNT. |
|-------|----------------|-----------|-------|------|---------|
|-------|----------------|-----------|-------|------|---------|

PART (A) CIVIL WORK.

| | | | | | |
|----|--|----------|---------|--------|----------|
| 1. | Removing of cement or lime plaster (S.I.NO: 53P-14). | 765 Sft. | 58.08 | %Sft. | 444/00 |
| 2. | Applying floating coat of cement 1/32" thick. (S.I.NO: 14P-59). | 765 Sft. | 351.08 | %Sft. | 2762/00. |
| 3. | Vertical damp proof course of 3/4" thick cement plaster 1:2 with bitumen at 20 lbs per % Sft. (S.I.NO: 70 P-112). | 765 Sft. | 1041.84 | %Sft. | 7970/- |
| 4. | Cement plaster 1:4 upto 20" height (c) 3/4" thick (S.I.NO: 10 (c) P-58) | 358 Sft. | 779.96 | %Sft. | 2792/00- |
| 5. | P/F ornamental cement jalli 2" thick (1:2:4) without steel. | 12 Sft. | 45.24 | P.Sft. | 543/00. |

TOTAL RS:-

14511/00.

PART "B" W/S AND S/FITTING.

(a) SCHEDULE ITEMS:

| | | | | | |
|----|--|---------|--------|-------|----------|
| 1. | Providing R.C.C. pipe with collars class 'B' and digging the trenches to require depth and fixing in position i/e cutting fitting and jointing with mazphalt composition and cement mortar 1:1 and testing with water pressure to a head of 4 Ft above the top of the highest pipe and refilling with excavated stuff (c) 6" dia R.C.C pipe class "B" (S.I.NO: 2 (c) P-21). | 75 Nos. | 72.40 | Each. | 5430/00. |
| 2. | Construction of main hole of inspection chamber for the required dia of circular sewar and 3"x6" (1067mm) depth with wall of B.B 7n cement mortar 1:3 1/2" thick in side of walls and 1" 25mm) thick over benching and channel I/e fixing C.I. main hole cover with frame of (457x457mm) of 1.75 cwt (88.9 Kg) embedded in plain C.C 1:2:4 and fixing 1" 25mm) M.S step 6" (150mm) 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" to 12" dia 2x2x3x6.9 with C.I. main hole cover w/o cover. | 03 Nos | 195.70 | Each. | 5867/00. |

17368/2
5867/00.

5789.30
Contd:.....P/2.

A. R. Raj


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 Civil 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 Civil 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 | 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.207,334/- |
| 17 | Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid) | 1st lowest |
| 18 | Method of Procurement used (Tick one) | |
| a | 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 procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons | |
| 19 | Approving Authority for award of contract | Executive Engineer, Provincial Buildings Division, Thatta |
| 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 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 there any extension made in response time ? (if yes, give reasons) | NO |
| 34 | Any deviation from Qualification Criteria (if yes, give 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, details to be ascertained regarding financing of work, if abroad: (if yes, enclose a copy) | N.A |
| 37 | Were proper safeguards provided on Retention 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


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, Baddin
 Technical sanction accorded vide SE, PBC, Hyderabad letter No.PB/3725 dated 23.12.2011 for Rs.209,000/-
 Tender invited vide No.TC/G-55/PBDT/1846 dated 26.11.2011


Date of Issue upto: 30.12.2011 Date of Opening: 31.12.2011

| As Per Sanctioned Estimate | | Rate Quoted by the Bidders / Contractors | | | | | | |
|----------------------------|-----------------------------------|--|-----------------------------------|------------|-----------------------------------|------------|-----------------------------------|------------|
| S.No | Description of Item | Amount | M/S Yakoob Aziz Constructors | | M/S Tara Chand | | M/S Noor Muhammad | |
| 1 | 2 | 3 | Rate Quoted | Amount | Rate Quoted | Amount | Rate Quoted | Amount |
| | Civil work | | | | | | | |
| 1 | Cost of Schedule Item | Rs. 63,874 | Cost of S. Item | Rs. 63,874 | Cost of S. Item | Rs. 63,874 | Cost of S. Item | Rs. 63,874 |
| 2 | Cost of carriage | Rs. - | Cost of N. S. Item | Rs. - | Cost of N. S. Item | Rs. - | Cost of N. S. Item | Rs. - |
| 3 | Cost of non schedule items | Rs. 63,874 | 19.17 % above | Rs. 12,245 | 19.88 % above | Rs. 12,698 | 19.99 % above | Rs. 12,768 |
| 4 | Add: 20% on schedule items | Rs. - | Cost of Cement esc: | Rs. - | Cost of Cement esc: | Rs. - | Cost of Cement esc: | Rs. - |
| 5 | Cost of Cement escalation | Rs. 12,775 | Cost of Steel esc: | Rs. - | Cost of Steel esc: | Rs. - | Cost of Steel esc: | Rs. - |
| 6 | Cost of Steel escalation | Rs. - | Cost of Brick esc: | Rs. - | Cost of Brick esc: | Rs. - | Cost of Brick esc: | Rs. - |
| 7 | Cost of Brick escalation | Rs. - | Cost of Wood esc: | Rs. - | Cost of Wood esc: | Rs. - | Cost of Wood esc: | Rs. - |
| 8 | Cost of Wood escalation | Rs. - | | | | | | |
| | W/S & S/Fitting i/c PHIE Schedule | | | | | | | |
| 1 | Cost of Schedule Item | Rs. 41,786 | W/S & S/Fitting i/c PHIE Schedule | Rs. 41,786 | W/S & S/Fitting i/c PHIE Schedule | Rs. 41,786 | W/S & S/Fitting i/c PHIE Schedule | Rs. 41,786 |
| 2 | Cost of non schedule items | Rs. - | Cost of S. Item | Rs. - | Cost of S. Item | Rs. - | Cost of S. Item | Rs. - |
| 3 | Add: 20% on schedule items | Rs. 8,357 | Cost of N. S. Item | Rs. 8,044 | Cost of N. S. Item | Rs. 8,211 | Cost of N. S. Item | Rs. 8,065 |
| | E.I. Work | | | | | | | |
| 1 | Cost of Schedule Item | Rs. 33,556 | Cost of S. Item | Rs. 33,556 | Cost of S. Item | Rs. 33,556 | Cost of S. Item | Rs. 33,556 |
| 2 | Cost of non schedule items | Rs. 42,000 | Cost of N. S. Item | Rs. 41,360 | Cost of N. S. Item | Rs. 41,790 | Cost of N. S. Item | Rs. 41,930 |
| 3 | Add: 20% on schedule items | Rs. 6,711 | 19.28 % above | Rs. 6,470 | 19.80 % above | Rs. 6,644 | 19.30 % above | Rs. 6,476 |
| | Total Rs. | 209,059 | Total Rs. | 207,334 | Total Rs. | 208,559 | Total Rs. | 208,455 |

The rate quoted by M/S Yakoob Aziz Constructors, Government Contractor @ Civil work 19.17% above, W/S & S/Fitting i/c PHIE work 19.25% above & E.I. work 19.28% above on schedule items only found lowest, hence approved.


 Divisional Accounts Officer
 Provincial Buildings Division
 Thatta


 Executive Engineer
 Provincial Buildings Division
 Thatta


 Sub-divisional Engineer
 Provincial Buildings Circle



Tel # 0298-920097

No.TC G-55 PBDT 100
Office of the Executive Engineer,
Provincial Buildings Division, Thatta
Dated: 23-01-2012

To,

M/S Yakoob Aziz Contractors,
Government Contractor,
Islamia Colony near Mullah Ismail Arain Colony,
Old Hala Naka, Hyderabad

Work Order Tender = 06

Subject: ANNUAL REPAIR PROGRAMME 2011-2012
M&R TO RESIDENTIAL BUILDINGS OF DISTRICT & SESSION JUDGE, 1ST ADDITIONAL
JUDGE, 2ND ADDITIONAL JUDGE AND SENIOR JUDGE, BADIN

Reference: i. 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 3725 dated 23.12.2011 for Rs.209,000 -

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 break 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

- 1/- 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.
- 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-I 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

190- Masjid Buildings
Civil


Executive Engineer
Provincial Buildings Division
Thatta -

M/R TO RESIDENTIAL BUNGALOWS OF DISTRICT AND
 SESSION JUDGE 1ST, ADDITIONAL JUDGE, 2ND
 ADDITIONAL JUDGE AND SENIOR CIVIL JUDGE BATH.

"SCHEDULE 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 (S.I.NO. 54(b)P-14). | Sft. 2119 ✓ | 108.90 ✓ | %sft 2308/0 ✓ | |
| 2. | Distemping two coats S.I.NO:24(c)P-60) | Sft. 4237 ✓ | 204/22% ✓ | sft 8653/0 ✓ | |
| 3. | Painting old surface, painting doors and windows any type. (Two coats) S.I.NO: 4(c)(ii)p-75) | Sft. 782 ✓ | 550.36 ✓ | %sft 4304/0 ✓ | |
| 4. | First class deodar wood wrought joinery work in wire gauge door and windows with 22G.W.G Glvanized wire gauge 144 mesh per Sq. inch iron fitting complete (b) 1-3/4" thick deodar wood framing i/c wire gauge with ordinary hinges (S.I.NO: 14(b)P-67) | 98 Sft. ✓ | 155.97P. ✓ | sft 15285/0 ✓ | |
| 5. | First class deodar wood wrought joinery work in wire gauge door and windows with 22G.W.G Glvanized wire gauge 144 mesh per Sq. inch iron fitting complete (d) Glvanized wire gauge fixed to Chowkats with 3/4" strips (S.I.NO: 14(c)P-67) | 306 Sft. ✓ | 61.33 P. ✓ | sft. 18767/ ✓ | |
| 6. | Providing and fixing approved quality mastic Lock. (S.I.NO:21P-68). | 18 Nos: ✓ | 909.79 ✓ | Each. 14,557 ✓ | |
| | | | | Total Rs:- | <u>63874/</u> |

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

| | | | | | |
|----|---|-----------|-----------|----------------|--|
| 1. | Construction main hole of inspection chamber for the required dia of circular sewer and 3"x6"(1067mm)depthwith wall of B.B. incense t mortar 1:3 1/2" thick inside of walls and 1" (25mm) thick over concrete and channel i/c fixing S.I. main hole cover with frame of steel weighing 1-1/2"x1-1/2" (457x457mm) or 1.75 cwt (33.9kg) embedded in plain C.C 1:2:4 with chain 1" (25mm) H.3 step 6" (150mm) 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/I of public Health circular southern Zone (S.I.NO: 1(a)P-39)PHD(a)4" to 12" dia 2x2x3x6.0 with C.I. man hole cover w/o cover. | 10 Nos: ✓ | 2368.57 ✓ | Each. 23686/ ✓ | |
| 2. | Providing R.C.C pipe with collars class "B" and digging the trenches to required depth and fixing in position i/c cutting fitting and jointing with maxhit composition and cement mortar 1:1 and testing with water pressure to an highest pipe and refilling with excavated stuff (6" dia | | | | |

[Handwritten signature]

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

Ri. 640/2
P.W.D. 287

G.R. P.W.D. Nos. 7938 of 6-4-35
56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.
and P.W.D. Deptt. No. 383-P/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-39
G.R. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 654-W of 22-2-39
12-10-44, and 2-5-44, 05-W 1038/11-1 of
28-3-49, 147-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

Provinci Buildings CIRCLE Hyderabad
Provinci Buildings DIVISION Thatta

Mrs. Yakoub Agis & Co.

Percentage Rate Tender and Contract
for works



work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours

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

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

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

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

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

Executive Engineer
Provinci Buildings Division
Thatta

Contractor

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

Receipt No. 0359372 dated 16-12-2011 from Government Treasury of sub-Treasury at in respect of the sum of Rs. 4400/- is herewith forwarded representing the earnest money (a) the full value of

which is to be absolutely forfeited to Government should I not deposit We

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. 4400/- shall be retained by Government on account of such security deposits as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions.

Dated the _____ day of _____ 199__
(Witnesses) M/s. Mubad Aman Bank
(Address) Govt. Cantt.
(Occupation) Cantt. Chd. Mtlp.

The above tender is hereby accepted by me on behalf of the Governor of Sind. CIVIL - 19-12/2011 (SSP-1125) Executive Engineer
Division (or his duly authorized Assistant)

Dated the _____ day of _____ 199__
Condition of Contract

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

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

Contractor

FOR

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

**Signature of contractor before submission of tender

**Signature of witness to contractor's signature.

**Signature of the officers by whom accepted.

Security deposits.

Contractor

Executive Engineer
Division

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

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

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

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

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

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

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

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

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

Contractor

Executive Engineer
Provincial Building Division
Thatta

of
n.
to
in
le
ho
of
ct,
in-
ted
the
ive
opt
ists
bove
etc;
re-
qu-
m-
ted
fixed

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

[Signature]
Executive Engineer
Provincial Public Works Division

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

[Signature]
Contractor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffoldings, etc.

Contractor

S. M. Thatta
 Sd/- Engineer
 Municipal Building Division
 Thatta

the
 ac-
 und
 or

107/10

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

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

Sum payable by way of compensation to be considered as reasonable compensation without 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 Engineer

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

Decision of Superintending Engineer to be final.

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

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

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

Lump sums in estimates.

Clause 33.—In the case of any class of work for which there is no such specification 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 requirements of the Engineer-in-charge.

Action where no specification.

[Handwritten signature]
Contractor

[Handwritten signature]
Executive Engineer
Provincial Buildings Division
Thatta

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

[Handwritten signature]
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 this connection.

Divisional Account Officer
Divisional Accountant.
Thakka

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.

[Handwritten signature]
Executive Engineer,
Executive Engineer,
Division

to
o
ed.
tre
des
ere
on
sed
pal
tor,
ion
er
no
or
her
the
n
se
ates
xe-
irt-
id,
of
ny
the
ach
or
the
ore
wid-
iche
wed
ctors
from
these
r any
and
rst to

M/R RESIDENTIAL BUNGALOWS P. DISTRICT AND
 SESEDON JUDGE 1ST. ADDITIONAL JUDGE, 2ND
 ADDITIONAL JUDGE AND SENIOR CIVIL JUDGE BANGALUR.

"SCHEDULE B"

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

PART (A) CIVIL WORK.

| | | | | | |
|------------|--|-------------|------------|---------|------------|
| 1. | Scraping ordinary distemper, oil bound distemper or paint on walls (S.I. NO. 5A(b)P-14). | 3ft. 2119 ✓ | 108.33 ✓ | %sft ✓ | 2308/00 ✓ |
| 2. | Distempereing two coats S.I. NO: 2(c)P-60) | Sft. 4237 ✓ | 204/22% ✓ | sft ✓ | 8653/00 ✓ |
| 3. | Painting old surface, painting doors and windows any type. (Two coats) S.I. NO: 4(c) (Hi)P-76) | Sft. 782 ✓ | 550.36 ✓ | %sft ✓ | 4304/00 ✓ |
| 4. | First class deodar wood wrought joinery work in wire gauze door and windows with 22G.W.G Galvanized wire gauze 144 mesh per sq. inch iron fitting complete (b) 1-3/4" thick deodar wood framing i/c wire gauze with ordinary hinges (S.I. NO: 14(b)P-67) | 98 sft. ✓ | 155.97P. ✓ | sft ✓ | 15285/00 ✓ |
| 5. | First class deodar wood wrought joinery work in wire gauze door and windows with 22G.W.G Galvanized wire gauze 144 mesh per sq. inch iron fitting complete (d) Galvanized wire gauze like to door sets with 3/4" strips and hinges (S.I. NO: 14(c)P-67) | 306 sft. ✓ | 61.33 P. ✓ | sft ✓ | 18767/0 ✓ |
| 6. | Providing and fixing approved quality Metric Lock. (S.I. NO: 21P-68). | 16 Nos: ✓ | 909.79 ✓ | Each. ✓ | 14,557/ ✓ |
| Total Rs:- | | | | | 63874/0 ✓ |

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

- Construction main hole of inspection chamber for the required dia of circular sewer and 3"x6" (1067mm) depth with wall of B.B. incense mortar 1:1/2" thick inside of walls and 1" (25mm) thick over including all channel i/c 2" dia. B.B. main hole cover with frame of 1-1/2" x 1-1/2" (407x407mm) of 1.75 dia (14.9 mm) dia in C.C 1:2:4 with 14 (25mm) dia step 6" (150mm) 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/I of public Health circular southern zone (S.I. NO: 1(a)P-39) PHO(a) 4" to 12" dia 2x2x3x6.0 with C.I. man hole cover w/o cover. 10 Nos: 2568.57 Each. 25686/0 ✓
- Providing R.C.C pipe with collars class "B" and fixing the trenches to required depth and fixing in position i/c cutting, fitting and jointing with exact composition and cement mortar 1:1 and testing with water pres ure to an highest pipe and filling with approved stuff (5" dia

63874/0

A.C.C. pipe class "B" (S.I.NO:2(c)P-21) 250 Nos. 72.40 Each. 18,100/00
 TOTAL RS:- 41,786/00

PART "C" ELECTRIC ITEMS:-

1. Wiring for light or fan point with 1/11.
 13(3/029) PVC Insulated wire 18 20
 in 20mm (3/4") PVC conduit race used in the
 wall or columns as approved. Points. P.Points.
 (S.I.NO:6P/1). 10 469.49 4,695/00
2. P/F Energy saver sub price quality incl
 using fixing on existing holder etc
 complete (S.I.NO: 6 P-33). 20 Nos. 497.00 Each. 9,940/00
3. P/F Boston pump ing set 2..P single
 phase 230 volts with 1-1/4"x1-1/4"
 suction and delivery (Local) make
 (S.I.NO: 26/P-32). 02 Nos. Each.
 9460.56 18,921/00
 TOTAL RS:- 33,556/00

PART (D) NON-SCHEDULE ITEMS:

1. S/F A.C ceiling fans 56" sweep pak
 company / Millat. 08 nos. Each. 2950 Rs: 23600/=
 2. S/F A.C Bracket fans pak/milat
 company. 06 nos. 2960/= Rs: 17760/=
- TOTAL RS:- Rs: 41360/=

[Signature]
 Executive Engineer
 Provincial Buildings Division
 Thatta

[Signature]
 in position 1/c cutting fitting and jointing
 with brick lt composition and cement mort. r:1
 and testing with water pres ure to an highest
 pipe and refilling with excavated 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) | |
| a | 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 procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons | |
| 19 | Approving Authority for award of contract | Executive Engineer, Provincial Buildings Division, Thatta |
| 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 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, 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, details 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 |

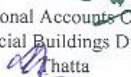

 Divisional Accounts Officer
 Provincial Buildings Division
 Thatta


 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 | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - M&R to District & Session Court Building Badin and District Court Building Badin | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 | 1st | 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


 Executive Engineer
 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


Date of Opening: 31.12.2011

| As Per Sanctioned Estimate | | Rate Quoted by the Bidders / Contractors | | | | |
|----------------------------|----------------------------|--|------------------------------|------------|---------------------|----------------------------|
| S.No | Description of Item | Amount | M/S Yakoob Aziz Constructors | | M/S Tara Chand | M/S Muhammad Aslam Khushak |
| 1 | 2 | 3 | Rate Quoted | Amount | Rate Quoted | Amount |
| Civil work | | | | | | |
| 1 | Cost of Schedule Item | Rs. 146,875 | Rs. 146,875 | 146,875 | Rs. 146,875 | Rs. 146,875 |
| 2 | Cost of carriage | - | - | - | - | - |
| 3 | Cost of non schedule items | Rs. 146,875 | Rs. 19.40 % above | Rs. 28,494 | Rs. 22.77 % above | Rs. 33,443 |
| 4 | Add: 20% on schedule items | - | Cost of Cement esc: | - | Cost of Cement esc: | - |
| 5 | Cost of Cement escalation | Rs. 29,375 | Cost of Steel esc: | - | Cost of Steel esc: | - |
| 6 | Cost of Steel escalation | - | Cost of Brick esc: | - | Cost of Brick esc: | - |
| 7 | Cost of Brick escalation | - | Cost of Wood esc: | - | Cost of Wood esc: | - |
| 8 | Cost of Wood escalation | - | - | - | - | - |
| E.I. Work | | | | | | |
| 1 | Cost of Schedule Item | Rs. 56,584 | Rs. 56,584 | 56,584 | Rs. 56,584 | Rs. 56,584 |
| 2 | Cost of non schedule items | Rs. 77,700 | Rs. 77,240 | 77,240 | Rs. 77,500 | Rs. 77,585 |
| 3 | Add: 20% on schedule items | Rs. 11,317 | Rs. 10,808 | 10,808 | Rs. 11,068 | Rs. 11,232 |
| Total Rs. | | 321,851 | 320,000 | | 325,470 | |
| | | | Total Rs. | | Total Rs. | |

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.


 Divisional Accounts Officer
 Provincial Buildings Division
 Thatta


 Executive Engineer
 Provincial Buildings Division
 Thatta


 Superintending Engineer
 Provincial Buildings Division
 Thatta



No. TC G-55 PBDT 99
Office of the Executive Engineer,
Provincial Buildings Division, Thatta
Dated: 23-01-2012

Tel # 0298-920097

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

Reference: i. 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 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 / rate 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 Buildings Building


Executive Engineer
Provincial Buildings Division
Thatta

M&R TO DISTRICT & SESSION COURT BUILDING BADIN.

SCHEDULE 'B'.

| S.No. | Description of Items. | Quantity. | Rate. | Unit. | Amount. |
|-------|-----------------------|-----------|-------|-------|---------|
|-------|-----------------------|-----------|-------|-------|---------|

PART(A) CIVIL WORK

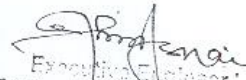
| | | | | | |
|-----------|---|----------|--------|--------|-----------|
| 1. | Providing & Fixing iron steel grill using solid square bars size. (S.I.No.30 P-98). | 495Cwt. | 123/91 | P.Sft. | 61,335.00 |
| 2. | S/Fixing windows printed blinds (Horizontal/ Vertical) with plain design & of approved Colour i/c fixing in windows with necessary Accessories. (S.I.No.7] P-75). | 1000Sft. | 85/45 | P.Sft. | 85,540.00 |
| Total.(A) | | | | | 146,875.0 |

PART(B) ELECTRIC WORK.

| | | | | | |
|--------|---|--------|----------|-------|-----------|
| 1. | Wiring for light or fan point with 3/1.13(3/029)10Points. PVC insulated wire in 20mm(3/4")PVC conduit Recessed in the wall or columns as required. (S.I.No.6 P-1). | 469/49 | P.Point. | | 4,695.00 |
| 2. | P/Fixing 1-40 watts tube light complete With 40-watts 4'0 long rod,choke,starter And putty with Philips components i/c Necessary electric connection and fixing On wall or ceiling etc complete.(S.I.No.1 P-48). | 40Nos. | 396/- | Each. | 15,840.00 |
| 3. | P/Fixing Energy saver superior quality i/c fixing on existing holder etc complete. (S.I.No.6 P-33). | 40Nos. | 497/- | Each. | 19,880.00 |
| 4. | P/Fixing 2-40 watts tube light complete with 40Nos. 40-watts 4'-0long rod,choke,starter and Putty with Philips components i/c necessary Electric connection and fixing on wall or ceiling Etc complete.(S.I.No.3 P-33). | 1677/- | Each. | | 6,708.00 |
| 5. | P/Fixing piston pumping set 2.H.P. Single phase 220 volts with 1-1/4"x1-1/4" Suction and delivery(Local make) (S.I.No.26 P-32). | 1No. | 9460/56 | Each. | 9,461.00 |
| Total. | | | | | 56,584.00 |

PART(C) NON-SCHEDULE ITEMS.

| | | | | | |
|-----------------------|--|---------------|-------------------|--|--|
| 1. | P/Fixing Remote control bell, bell push Battery cell etc complete. | 3Nos. 10800/= | Each. Rs: 3840/= | | |
| 2. | S/Fixing Helogon light i/c pole and cement Concrete foundation etc complete in all Respects. | 2Nos. 37000/= | Each. Rs: 74000/= | | |
| Total(C). Rs: 77240/= | | | | | |


 Executive Engineer
 Provincial Buildings Division
 Thatta

G.R. P.W.D. Nos. 7938 of 6-4-35
56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.
and M. Deptt. No. 383-P/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-30,
G. Ra. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 64-W of 22-2-39
12-10-44, and 2-5-44, 65-W 1038/11-1 of
28-3-49, 47-W 7 of 12-12-50.

M/s Yalcoob Aziz & Co.

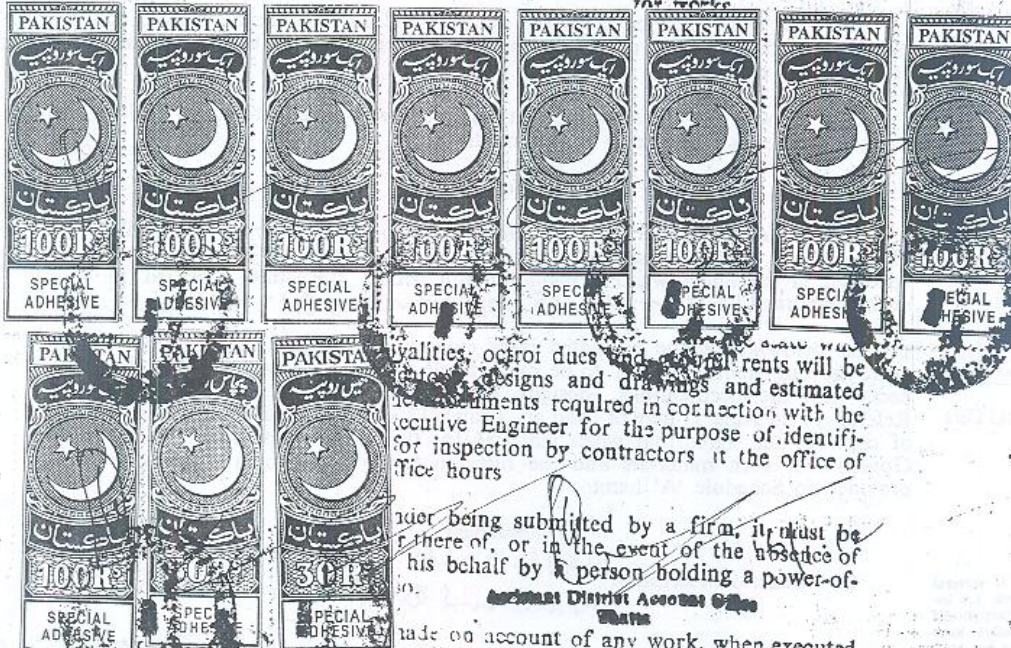
FORM B-1

PUBLIC WORKS DEPARTMENT

Provincial Buildings CIRCLE Hyderabad

Provincial Buildings DIVISION Thatta

Percentage Rate Tender and Contract
for works



Qualities, octroi dues and other rents will be
as per designs and drawings and estimated
for the work. The documents required in connection with the
Executive Engineer for the purpose of identification
for inspection by contractors at the office of
office hours

When being submitted by a firm, it must be
signed by the partner, or in the absence of
his behalf by a person holding a power-of-
attorney from the firm.

Receipts shall be made on account of any work, when executed
by all the partners, except where the contract
is for a firm, in which case the receipt shall
be signed in the name of the firm by one of the partners, or by some other
persons having authority to give effectual receipts for the firm.

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

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

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

Contractor

Executive Engineer
Provincial Buildings Division
Thatta

[Signature]
Contractor

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. 0359373 dated 16-12-31 *Barle Islan Paults Anto Bleg Road* from Government Treasury or sub-Treasury at *Hyderabad* in respect of the sum of Rs. *6000* is herewith forwarded representing the earnest money ((a) the full value of

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should *We* not deposit

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

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. *6000* shall be retained by Government on account of such security deposits as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].**

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

Dated the _____ day of _____ 199.

(Witnesses ***) *M/S Mubud Aman Roul*
Sant Caulti
(Address) *Chitto Chund Thatta*
(Occupation)

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

The above tender is hereby accepted by me on behalf of the Governor of Sind. *Civil - 18.4.31 about 8-1-19.1.31 about*

*Signature of the officers by whom accepted.

Inds. Cat. No. 300000, Indus. This is for security fund only
Executive Engineer
Division (on his duly authorized Assistant)
Executive Engineer
Date: the _____ day of Provincial Buildings Division 199
Thatta

Condition of Contract

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

security deposits.

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

[Signature]
Contractor

Contractor

[Signature]
Executive Engineer
Provincial Buildings Division
Thatta

C
B
1
B
0
0
15

ful-
re-
cto

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

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

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

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

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

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

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

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

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

of
D.
10
t.
in
le
:
he
of
ict,
un-
ted
the
live
opt
ests
above
referred
requi-
rated
fixed

Contractor

Executive Engineer
Provincial Buildings Division
M. Thatta

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

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

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

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

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

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

Contractor

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

Bill to be submitted monthly.

Bills to be on printed forms.

Stores supplied by Government

[Signature]
Executive Engineer
Provincial Buildings Division
Thana

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

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

Contractor

Provincial Engineer
Thatta

l
y
g
f
l,
ts
re
re
ct
or
he
lid
en
of
gs.
as
ite
rk,
red
be
ess
arge
the
ate-
und
for

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.

Sum payable by way of compensation to be considered as reasonable compensation without 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 Engineer

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

Decision of Suptg. Engineer to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

Contractor

Executive Engineer
Provincial Buildings Division
Bhatia

o
1
e
a
s
n
l-
r-
y
ig
in
es
1-
a
d

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

[Signature]
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 this connection.

Divisional Accounts Officer
Provisional Accountant.

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.

[Signature]
Contractor

[Signature]
Executive Engineer,
Provisional Accountant,
Division

to
id.
re
res
pre
on
ced
bal
tor,
on
er
no
or
ner
he
a
e
ites
te-
rt-
d,
of
ny
he
ch
or
he
ree
id-
che
wel
tors
rom
hese
any
and
it to

M&R TO DISTRICT & SESSION COURT BUILDING BADIN.

SCHEDULE 'B'.

| S.No. | Description of Items. | Quantity. | Rate. | Unit. | Amount. |
|-------|-----------------------|-----------|-------|-------|---------|
|-------|-----------------------|-----------|-------|-------|---------|

PART(A) CIVIL WORK.

| | | | | | |
|-----------|---|----------|--------|--------|-----------|
| 1. | Providing & Fixing iron steel grill using solid square bars size (S.I.No.30 P-98). | 495Cwt. | 123/91 | P.Sft. | 61,335.00 |
| 2. | S/Fixing windows printed blinds (Horizontal/Vertical) with plain design & of approved Colour i/c fixing in windows with necessary Accessories (S.I.No.7) P-75). | 1000Sft. | 85/45 | P.Sft. | 85,540.00 |
| Total (A) | | | | | 146,875.0 |

PART(B) ELECTRIC WORK.

| | | | | | |
|--------|--|--------|---------|----------|-----------|
| 1. | Wiring for light or fan point with 1/1.13(3/029) 10Points. PVC insulated wire in 20mm(3/4") PVC conduit Recessed in the wall or columns as required. (S.I.No.6 P-1). | | 469/49 | P.Point. | 4,695.00 |
| 2. | P/Fixing 1-40 watts tube light complete With 40-watts 4/0 long rod, choke, starter And putty with Philips components i/c Necessary electric connection and fixing On wall or ceiling etc complete. (S.I.No.1 P-48). | 40Nos. | 396/- | Each. | 15,840.00 |
| 3. | P/Fixing Energy saver superior quality i/c fixing on existing holder etc complete. (S.I.No.6 P-33). | 40Nos. | 497/- | Each. | 19,880.00 |
| 4. | P/Fixing 2-40 watts tube light complete with 04Nos. 40-watts 4'-0" long rod, choke, starter and Putty with Philips components i/c necessary Electric connection and fixing on wall or ceiling Etc complete. (S.I.No.3 P-33). | | 1677/- | Each. | 6,708.00 |
| 5. | P/Fixing piston pumping set 2 H.P. Single phase 220 volts with 1-1/4"x1-1/4" Suction and delivery (Local make) (S.I.No.26 P-32). | 1No. | 9460/56 | Each. | 9,461.00 |
| Total. | | | | | 56,584.00 |

PART(C) NON-SCHEDULE ITEMS.

| | | | | | |
|----------------|--|-------|---------|-------|-------------|
| 1. | P/Fixing Remote control bell, bell push Battery cell etc complete. | 3Nos. | 10800/= | Each. | Rs: 32400/= |
| 2. | S/Fixing Helogon light i/c pole and cement Concrete foundation etc complete in all Respects. | 2Nos. | 37000/= | Each. | Rs: 74000/= |
| Total (C). Rs: | | | | | 77240/= |

[Signature]
 Sd/-
 District Engineer
 Badin

[Signature]
 District Engineer
 Badin
 Provincial Engineering Division
 India


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 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 |
| 7 | Tender Estimated Value | Rs.350,000/- |
| 8 | Engineer's Estimate (for civil works only) | Rs.349,700/- |
| 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 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.347,345/- |
| 17 | Ranking of successful Bidder in Evaluation Report (i.e. 1st, 2nd, 3rd Evaluation Bid) | 1st lowest |
| 18 | Method of Procurement used (Tick one) | Domestic / Local |
| a | Single Stage - One Envelope Procedure | |
| 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 procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons | |
| 19 | Approving Authority for award of contract | Executive Engineer, Provincial Buildings Division, Thatta |
| 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 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, 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, details 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


 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 | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
|-------|--|---|--------------------------|--------------------------------|------------------------------------|----------|
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - Repair work to Office Building of District Jail Badin (J&C Settlement) | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 | 347,345 | 1st | 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


 Executive Engineer
 Provincial Buildings Division
 Thatta

Comparative Statement

Annual Repair Programme 2011-2012 Repair work to Office Building of District Jail Badin (I&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


Date of Opening: 31.12.2011

| S.No | As Per Sanctioned Estimate | | Rate Quoted by the Bidders / Contractors | | | |
|------|----------------------------|-------------|--|-------------------------|----------------------------|-------------|
| | Description of Item | Amount | M/S Yakoob Aziz Constructors | M/S Nabli Bux & Company | M/S Muhammad Aslam Khushak | |
| 1 | 2 | 3 | Rate Quoted | Rate Quoted | Rate Quoted | Amount |
| | Civil work | | Civil work | Civil work | Civil work | |
| 1 | Cost of Schedule Item | Rs. 8,678 | Rs. 8,678 | Rs. 8,678 | Rs. 8,678 | Rs. 8,678 |
| 2 | Cost of carriage | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - |
| 3 | Cost of non schedule items | Rs. 8,678 | Rs. 1,662 | Rs. 2,197 | Rs. 2,197 | Rs. 2,006 |
| 4 | Add: 20% on schedule items | Rs. - | Rs. 19.15 % above | Rs. 25.32 % above | Rs. 23.12 % above | Rs. - |
| 5 | Cost of Cement escalation | Rs. 1,736 | Rs. - | Rs. - | Rs. - | Rs. - |
| 6 | Cost of Steel escalation | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - |
| 7 | Cost of Brick escalation | Rs. - | Rs. - | Rs. - | Rs. - | Rs. - |
| 8 | Cost of Wood escalation | Rs. 18,252 | Rs. 18,252 | Rs. 18,252 | Rs. 18,252 | Rs. 18,252 |
| | E.I. Work | | E.I. Work | E.I. Work | E.I. Work | |
| 1 | Cost of Schedule Item | Rs. 100,891 | Rs. 100,891 | Rs. 100,891 | Rs. 100,891 | Rs. 100,891 |
| 2 | Cost of non schedule items | Rs. 200,000 | Rs. 198,340 | Rs. 199,520 | Rs. 199,520 | Rs. 199,720 |
| 3 | Add: 20% on schedule items | Rs. 20,178 | Rs. 19.35 % above | Rs. 19.80 % above | Rs. 19.976 % above | Rs. 20,158 |
| | Total Rs. | 349,735 | Total Rs. 347,345 | Total Rs. 349,515 | Total Rs. 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
 Thatta


 Executive Engineer
 Provincial Buildings Division
 Thatta


 Superintendent Engineer,
 Provincial Buildings Division
 Thatta.



Tel # 0298-920097

No.TC G-SS PBDE 112
Office of the Executive Engineer,
Provincial Buildings Division, Thatta
Dated: 23-01-2012

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: i. 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/3727 dated 23.12.2011 for Rs.349,700/-

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 break 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 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-I 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

092 - District - Jamsh


Executive Engineer
Provincial Buildings Division
Thatta

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.

- | | | | | | |
|----|--|--------|--------|--------|----------|
| 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 |


Total (A) 8,678.00

PART(B) E.L.WORK.

- | | | | | | |
|----|--|---------|-------|-------|------------|
| 1. | P/Fixing Energy saver superior quality i/c | 203Nos. | 497/- | Each. | 100,891.00 |
|----|--|---------|-------|-------|------------|
- Total (B) 100,891.00

PART(C) NON-SCHEDULE ITEMS.

- | | | | | | |
|----|--|--------|---------|-------|-------------|
| 1. | P/F H.P.I.T. light Philips/SOGO type Complete with san lamp blast ignator choke Capacity Philips/SOGO Belgium further more Than 99% pure aluminium for reflector and Template galvanized head resistance with 400-watts light as required. | 8Nos. | 11960/= | Each. | Rs: 95680/= |
| 2. | S/F Emergency light 2.6"-long with holder Scre i/c labour charges.(RAA). | 16Nos. | 1970/= | Each. | Rs: 31520/= |
| 3. | Supplying of A.C. ceiling fans 56" sweep. | 24Nos. | 2965/= | Each. | Rs: 71160/= |
- Total (C) Rs: 198340/=


 Engineer
 Provincial Buildings Division
 Bahawalpur

G.R. P.W.D. Nos. 7938 of 6-4-35
56-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.
and M. Deptt. No. 383-P/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-39,
G. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 64-W of 22-2-39
12-10-44, and 2-5-44, 65-W 1038/11-1 of
28-3-49, 67-W 7 of 12-12-50.

M/s Yakoub Aziz & Co

FORM B-1

PUBLIC WORKS DEPARTMENT

Provinci Buildings CIRCLE Hyderabad

Provinci Buildings DIVISION Thatta

Percentage Rate Tender and Contract
for works



Directions for the Guidance of Contractors

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

The work to be carried out, as well as the date for tenders, and the time allowed for carrying out the earnest money to be deposited with the tender, and the deposit to be deposited by the successful tenderers to be deducted from bills. It will also state whether a refund of quality fees, royalties, octroi dues and ground-rents will be granted. Copies of 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 by contractors at the office of the Executive Engineer during office hours.

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

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

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

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

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

Contractor

Executive Engineer
Provincial Buildings Division
Thatta

Contract

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. 0359368 dated 16-12-2011 from *Barki Island Pak Indus Auth, Bleg Road* sub-Treasury at *Thatta* in respect of the sum of Rs. *7000/-* is herewith forwarded representing the earnest money (a) the full value of

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should *1* 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. *7000/-* shall be retained by Government on account of such security deposits as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions.]**

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

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

Dated the _____ day of _____ 199

(Witnesses ***) *M/S Muhammad Ameen Pooni*
(Address) *Soult Coulm*
(Occupation) *Chito chad Thatta*

**Signature of contractor before submission of tender

**Signature of witness to contractor's signature.

*Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind. civil - *15/15/2011 E.I. 19/35/2011*
Executive Engineer
Division (of his duly authorized Assistant)

Dated the _____ day of _____ 199
Executive Engineer
Provincial Buildings Division
Thatta

Condition of Contract

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

Security deposits.

Contractor

Executive Engineer
Provincial Buildings Division
Thatta

ful-
creto

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

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

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

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

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

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

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

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

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

[Signature]
Executive Engineer

[Signature]
Contractor

[Signature]
Thatta

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

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

Sum payable by way of compensation to be considered as reasonable compensation without 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 Engineer

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

Decision of Superintending Engineer to be final.

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

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

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

Lump sums to estimate.

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

Action where no specification.

B
1
3
1
e
s
n
n
l-
y
g
n
13
1-
R
17

[Handwritten signature]
Contractor

[Handwritten signature]
Executive Engineer
Provincial Buildings Division
Thatta

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

[Signature]
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 this connection.

Divisional Account Officer
Provincial Accounts Division
[Signature]

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

Executive Engineer,
Provincial Accounts Division
Executive Engineer,
Division
[Signature]

Contractor,
[Signature]

[Signature]
Contractor

to
d.
ire
ses
ere
on
sed
pal
tor,
ion
er
no
or
her
the
n
ic
ates
xe-
irt-
id,
of
ny
the
rch
or
the
pre
wid-
icho
wed
stors
from
these
r any
and
st to

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.

| | | | | | |
|----|---|--------|--------|--------|----------|
| 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). | 355ft. | 228/58 | 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 |

Total.(A) 8,678.00

PART(B) E.I. WORK.

| | | | | | |
|----|--|---------|-------|-------|------------|
| 1. | P/Fixing Energy saver superior quality i/c | 203Nos. | 497/- | Each. | 100,891.00 |
|----|--|---------|-------|-------|------------|

Total(B) 100,891.00

PART(C) NON-SCHEDULE ITEMS.

| | | | | | |
|----|---|--------|---------|-------|-------------|
| 1. | P/F H.P.I.T. light Philips/SOGO type Complete with sah lamp blaśc ignator choke Capacity Philips/SOGO Belgium further more Than 99% pure aluminum for reflector and Template galvanized head resistance with 400-watts light as required. | 8Nos. | 11960/= | Each. | Rs: 95680/= |
| 2. | S/F Emergency light 2.6"-long with holder Scre i/c labour charges (RAA). | 16Nos. | 1970/= | Each. | Rs: 31500/= |
| 3. | Supplying of A.C. ceiling fans 56" sweep. | 24Nos. | 2965/= | Each. | Rs: 71160/= |

Total(C) Rs: 798340/=


 Executive Engineer
 Provincial Buildings Division
 India


Sindh Public Procurement Regulatory Authority

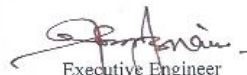
Contract Evaluation Form

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) | |
| a | 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 procurement was adopted i.e. emergency, Direct Contracting etc. with brief reasons | |
| 19 | Approving Authority for award of contract | Executive Engineer, Provincial Buildings Division, Thatta |
| 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 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, 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, details 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 Garantie 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


 Executive Engineer
 Provincial Buildings Division
 Thatta

Comparative Statement

Annual Repair Programme 2011-2012 Repair work to Residential Buildings of Central / District Jail Badin (J&C Settlement)
 Technical sanction accorded by the EE, PBD, Thatta for Rs.80,000/-

Tender invited vide No. TC/G-55/PBDDT/1846 dated 26.11.2011

Date of Issue upto: 30.12.2011

Date of Opening: 31.12.2011

| As Per Sanctioned Estimate | | Rate Quoted by the Bidders / Contractors | | | | | | |
|----------------------------|----------------------------|--|---------------------|-------------------|---------------------|----------------------------|---------------------|------------|
| | | M/S Yakoob Aziz Constructors | | M/S Noor Muhammad | | M/S Muhammad Aslam Khushak | | |
| S.No | Description of Item | Amount | Rate Quoted | Amount | Rate Quoted | Amount | Rate Quoted | Amount |
| 1 | Civil work | | | | | | | |
| 1 | Cost of Schedule Item | Rs. 63,046 | Cost of S. Item | Rs. 63,046 | Cost of S. Item | Rs. 63,046 | Cost of S. Item | Rs. 63,046 |
| 2 | Cost of carriage | Rs. 6,283 | Cost of N. S. Item | Rs. - | Cost of N. S. Item | Rs. - | Cost of N. S. Item | Rs. - |
| | Sub Total | Rs. 69,329 | 9.10 % above | Rs. 5,737 | 9.62 % above | Rs. 6,065 | 9.25 % above | Rs. 5,832 |
| 3 | Cost of non schedule items | Rs. - | Cost of Cement esc: | Rs. 10,865 | Cost of Cement esc: | Rs. 10,865 | Cost of Cement esc: | Rs. 10,865 |
| 4 | Add: 20% on schedule items | Rs. - | Cost of Steel esc: | Rs. - | Cost of Steel esc: | Rs. - | Cost of Steel esc: | Rs. - |
| 5 | Cost of Cement escalation | Rs. 10,865 | Cost of Brick esc: | Rs. - | Cost of Brick esc: | Rs. - | Cost of Brick esc: | Rs. - |
| 6 | Cost of Steel escalation | Rs. - | Cost of Wood esc: | Rs. - | Cost of Wood esc: | Rs. - | Cost of Wood esc: | Rs. - |
| 7 | Cost of Brick escalation | Rs. - | | | | | | |
| 8 | Cost of Wood escalation | Rs. - | | | | | | |
| Total Rs. | | 80,194 | Total Rs. | 79,648 | Total Rs. | 79,976 | Total Rs. | 79,743 |

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


 Divisional Accounts Officer
 Provincial Buildings Division
 Thatta


 Executive Engineer
 Provincial Buildings Division
 Thatta



No.TC/G-55/PBDT 113
Office of the Executive Engineer,
Provincial Buildings Division, Thatta
Dated: 23-01-2012

el # 0298-920097

To,

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: i. Your B-I / B-II tender opened on dated 31.12.2011
ii. Technical sanction accorded for Rs.80,000/-

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

- 1/- 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.
- 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-I 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

090- Residential Buildings
Jail


Executive Engineer
Provincial Buildings Division
Thatta
p. 25
h

REPAIR TO RESIDENTIAL BUILDINGS CENTRAL JAIL
(J.C. SETTLEMENT) BADI N. /

SCHEDULE ... I. B"

| S.NO: | NAME OF ITEMS:- | QUANTITY. | RATE. | UNIT. | AMOUNT. |
|-------|---|-------------|-----------|----------|-----------------------|
| 1. | Dismantling cement concret plain 1:2:4 (S.I.NO: 19(c)P-11). | 446 Cft. ✓ | 1597.20 ✓ | %cft. ✓ | 7124/00 ✓ |
| 2. | F/L 2" thick topping c.c 1:2:4 i/c: surface finishing and dividing into panels. (S.I.NO:16(c)P-47). | 1782 Sft. ✓ | 1396.67 ✓ | %sft. ✓ | 24839/90 ✓ |
| 3. | Best class cedar wood wrought joinery work in wire gauze door windows with 22 S. G. Galvanized wire gauze 144 mesh per sq. inch iron fitting complete (d) Galvanized wire gauze fixed to chowkatas with 3/4" struts and screws (S.I.NO: 14(d)P-67). | 506 Sft. ✓ | 61.33 ✓ | P.Sft. ✓ | 31033/90 ✓ |
| | | | | | TOTAL RS:- 53046/00 ✓ |

TERMS AND CONDITIONS:-

- No premium shall be allowed on item base on market rate & sanctioned by the competent authority out side the schedule or rate enforced.
- Nothing shall be paid for cartage on any material what so ever brought at the site of work i/c material cartage from Govt: store.
- The material for use in the work of fine fence red ect can be got tested from the approved laboratory or as directed by the Executive Engineer, incharge or his representative.
- All expences in connection with such testing shall be born by the contractor exclusively with out re-imbursment or claim ag_ inst the Government on the account.

CONTRACTOR:-

Amchi
S/ya

ASSISTANT ENGINEER,
PROVINCIAL BUILDINGS SUB-DIVIN:
BADI N.

Amchi
EXECUTIVE ENGINEER,
PROVINCIAL BUILDINGS DIVISION
THANE.

G.R. P.W.D. Nos. 7938 of 6-4-35
56-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.
and M. Deptt. No. 383-P/37 of 9-11-37
(P.W.D.) No. S-173, 2-W of 22-2-39,
O. Ra. (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 644-W of 22-2-39
28-3-49, 47-W 2 of 12-12-50.

M/S Yalcoob Aziz & Co

FORM B-1

PUBLIC WORKS DEPARTMENT

Provincial Buildings Division
CIRCLE Hyderabad
Thatta

Percentage Rate Tender and Contract
for works



Guidance of Contractors

caution and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

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 carrying out the
deposited with the tender, and
ted by the successful tenderers
bills. It will also state which
duces and ground rents will be
and drawings and estimated
required in connection with the

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

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

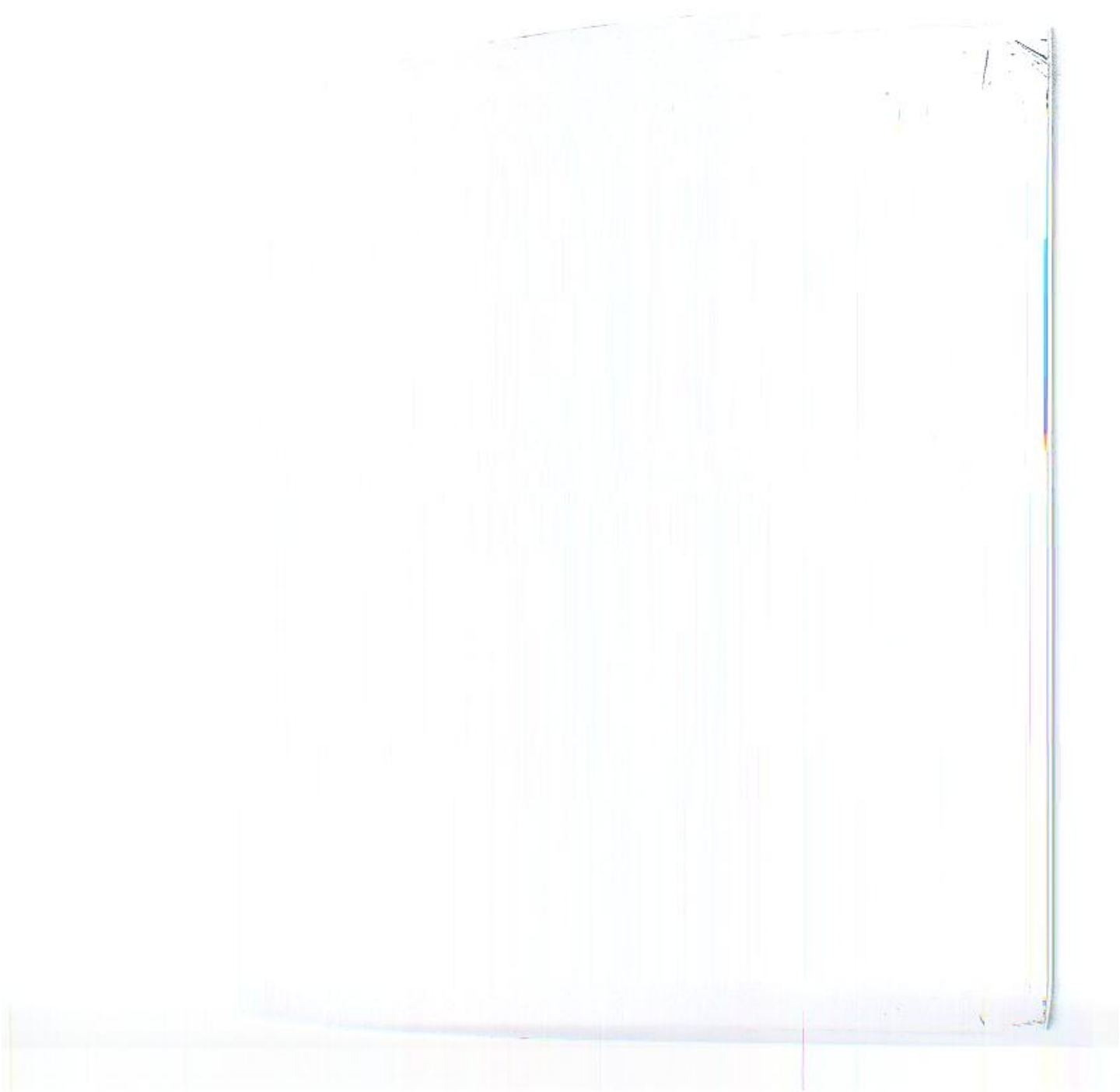
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the ^{Estimated rates}/_{Scheduled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

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

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

Contractor

[Signature]
Executive Engineer
Provincial Buildings Division
Thatta





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

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

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

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

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

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

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

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

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

if
o.
10
in
le
:
he
of
ict,
anted
the
ive
opt
ests
above
rents
reque-
sted
fixed

Contractor

[Signature]
Executive Engineer
Provincial Buildings Division
Lahore

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Government

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

[Signature]
Executive Engineer
Provincial Buildings Division

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

[Signature]
Contractor

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffoldings, etc.

[Signature]
Contractor

[Signature]
Executive Engineer
Provincial Buildings Division
Thatta

a
to
ct
or
to
id
en
of
gs,
as
ite
rk,
ed

be
ess
rge

the
ate-
und
or

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.

Sum payable by way of compensation to be considered as reasonable compensation without 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 Engineer

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

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

Lump sums in estimate.

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

Action where no specification.

Contractor

Executive Engineer
Provincial Buildings Division
Thatta

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

[Signature]
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 connection.

Divisional Accounts Officer
Provisional Accountant.
[Signature]

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

[Signature]
Executive Engineer,
Executive Engineer
Provisional Accountant,
Division

Contractor.

[Signature]
Contractor

to
o
ed.
fre
res
ere
ion
sed
pal
tor,
ion
er
no
or
her
the
in
se
ates
xe-
art-
ud,
of
ny
the
uch
or
the
bree
wid-
liche
owed
ctors
from
these
r any
and
rst to

REPAIR TO RESIDENTIAL BUILDINGS CENTRAL JAIL
(J.C. SETTLEMENT) BASIN. /

SCHEDULE ...T.B"

S.NO: NAME OF ITEMS:- QUANTITY. RATE. UNIT. AMOUNT.

| | | | | | |
|----|---|-----|---------|-------|-------------------|
| 1. | Dismantling cement concrete plain 1:2:4 (S.I.NO: 19(c)P-11). | 446 | 1597.20 | %Cft. | 7124/00 |
| 2. | P/L 2" thick top. ing c.c 1:2:4 i/c: surface finishing and dividing into panels. (S.I.NO:16(c)P-47). | 382 | 1306.37 | %Sft. | 21339/90 |
| 3. | First class door wood wrought iron work in wire gauge door windows with 22 S. B. galvanised wire mesh 144 mesh per sq. inch iron fittings complete (d) Galvanised wire mesh fixed to door-frames with 3/4" steel wire screws (S.I.NO: 14(d)1-67). | 208 | 61.33 | %Sft. | 31033/90 |
| | | | | | TOTAL :- 53446/00 |

- No premium shall be allowed on items base on market rate & sanctioned by the competent authority but since the schedule or rates enforced.
- Nothing shall be paid for cartage on any material what so ever brought at the site of work i/c material cartage from Govt: store.
- The material for use in the work of fine finish red. ct can be got tested from the approved laboratory or as 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 re-imbursment or claim ag. inst the Government on the account.

CONTRACTOR:-

ASSISTANT ENGINEER,
PROVINCIAL BUILDINGS SUB-DIVIN:
BASIN.

EXECUTIVE ENGINEER,
PROVINCIAL BUILDINGS DIVISION
THANE.

Bid Evaluation Report

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

| | | | | | | |
|-------|--|---|--------------------------|--------------------------------|------------------------------------|----------|
| 1 | Name of Procuring Agency | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - Repair work to Office Building of District Jail Badin (J&C Settlement) | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 | 347,345 | 1st | 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


 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 | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
|-------|--|---|--------------------------|--------------------------------|------------------------------------|----------|
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - Repair work to Residential Buildings of Central / District Jail Badin (J&C Settlement) | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 | 79,648 | 1st | within estimated cost | 1st lowest | Accepted |
| 2 | M/S Muhammad Aslam Khushak | 79,743 | 2nd | | | Highest |
| 3 | M/S Noor Muhammad | 79,976 | 3rd | | | Highest |


 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 | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
|-------|--|---|--------------------------|--------------------------------|------------------------------------|----------|
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - M&R to District Session Court Building Badin (Repair of Over Head Water Tanks 03 Nos i/c Water Supply & Sanitary Fitting) | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 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

Bid Evaluation Report

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

| | | | | | | |
|-------|--|---|--------------------------|--------------------------------|------------------------------------|----------|
| 1 | Name of Procuring Agency | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - M&R to Civil Court Building at Matli District Badin (Renovation & Rehabilitation of Court Building Matli) (Compound Wall East Side) | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 Tara Chand | 277,741 | 1st | 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

Bid Evaluation Report

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

| 1 | Name of Procuring Agency | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
|-------|--|--|--------------------------|--------------------------------|------------------------------------|----------|
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | 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 | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 | | | Highest |
| 3 | M/S Tara Chand | 208,559 | 3rd | | | Highest |


 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 | Executive Engineer, Provincial Buildings Division, Thatta | | | | |
|-------|--|---|--------------------------|--------------------------------|------------------------------------|----------|
| 2 | Tender Reference No. | NIT No.TC/G-55/PBDT/ 1846 dated 26.11.2011 | | | | |
| 3 | Tender Description / Name of work / item | Annual Repair Programme 2011-2012 - M&R to District & Session Court Building Badin and District Court Building Badin | | | | |
| 4 | Method of Procurement | Single Stage - One Envelope | | | | |
| 5 | Tender Published: (Print & Electronic Media) (SPPRA ID No. & News papers names with 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 | | | | |
| 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 | 1st | 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


 Executive Engineer
 Provincial Buildings Division
 Thatta