

## BID EVALUATION REPORT

1.	Name of Procuring Agency	District Government Kashmir @ Kandhkot				
2.	Tender Reference No:	No: D.O/TC/G-55/100 Dated: 28.05.2011.				
3.	Tender Description/Name of Work/Item	<b>M&amp;R AHMED ALI BANGWAR ROAD TO BARKAT ALI BANGWAR ROAD MILE 0/0-0/5,</b>				
4.	Method of Procurement	Single Stage – One Envelope Procedure				
5.	Tender Published	Daily Kawish & SPPRA web site				
6.	Total Bid document Sold	3 No:				
7.	Total Bid Received	3 No:				
8.	Technical Bid Opening date: (if applicable)	Not Applicable				
9.	No of Bid Technically Qualified (if applicable)	Not Applicable				
10.	Bid(s) Rejected:	NIL				
11.	Financial Bid Opening Date	08/07/2011				
12.	<b>Bid Evaluation Report:</b>					
S.No:	Name of Firm or Bidder	Cost of Offered by the Bidder	Ranking in terms of cost	Comparison with Estimate Cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	Mr. Barkat Ali	Rs:999831/-	1 <sup>st</sup> Lowest	Rs: 682/- Saving	Lowest	Recommended for award of work
2	Mr. Mohammad Umar	Rs:1000172/-	2 <sup>nd</sup> Lowest	Rs: 00/- Saving	High	Not recommended due to high rates
3	M/s. Amjad Traders	Rs:1000513/-	3 <sup>rd</sup> Lowest	Rs: 00/- Saving	Higher	Not recommended due to higher rates

  
**Assistant Accounts Officer**  
 Dist: Kashmir @ Kandhkot.

  
**District Officer R.O.**  
 Kashmir @ Kandhkot  
**DISTRICT OFFICER (ROADS)**  
**KASHMIRE @ KANDHKOT**

  
**Executive District Officer**  
**Works & Services**  
 Distt: Kashmir @ Kandhkot

**SINDH PUBLIC PROCUREMENT REGULATOR AUTHORITY**  
**CONTRACT EVALUATION FORM**  
**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC**  
**CONTRACTOR OF WORKS SERVICES AND GOODS**

1)	Name of Organization/Dept:	Roads & Transport, Works & Services Department Kashmore. @ Kandhkot
2)	Provincial/Local Govt: Other	District Government Kashmore @ Kandhkot
3)	Title of contract	<u>M&amp;R AHMED ALI BANGWAR ROAD TO BARKAT ALI BANGWAR ROAD MILE 0/0-0/5,</u>
4)	Tender Number	----
5)	Brief Description of Contract	<u>M&amp;R AHMED ALI BANGWAR ROAD TO BARKAT ALI BANGWAR ROAD MILE 0/0-0/5,</u>
6)	Forum that approved the scheme	D.D.C Of District Kashmore @ Kandhkot
7)	Tender Estimated value	1.000 (M)
8)	Engineers Estimate (for Road work only)	1.000 (M)
9)	Estimate completion Period as per contract	(01 Month)
10)	Tender Open on (Date and Time)	08.07.2011 @ 2:00 PM
11)	Number of Tender Documents SIO.D (attached List Buyer)	03 Nos:
12)	Number of Bids Received	03 Nos:
13)	No of Bidders Present at the time of Opening Of Bids	03 Nos:
14)	Bid Evaluation Report.(enclosed a copy)	Copy enclosed
15)	Name & Address of the Successful bidder	Mr. Barkat Ali Bangwar. Taluka Kashmore.
16)	Contract Award Price	0.999 (M)

- 17) Ranking of successful bidder in Evaluation Report (i.e 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> evaluation Bid) 1<sup>st</sup> Lowest
- 18) Method of procurement used (Tick One) 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 in any other method of Procurement was adopted i.e emergency Direct Contracting etc with brief reason.
- 19) Approving Authority for award of contract Executive District Officer  
 (Works & Services) Department  
 Kashmore @ Kandhkot
- 20) Whether the procurement was included in Annual procurement Plan No
- 21) Advertisement  
 i) SPPRA website (if any Yes give date and SPPRA identification No:)  
 ii) News Papers (if Yes give names of newspaper and date) SPPRA web site
- 22) Nature of contract Domestic
- 23) Weather Qualification Criteria was included in Biding /Tender document ?. (if yes enclosed a copy) Yes
- 24) Weather bid evaluation criteria was Included in Biding /Tender document ?. (if yes enclosed a copy) Yes
- 25) Weather Approval of competent Authority was obtained for using A Method Other than open competitive Bidding ? N.A
- 26) Was Bid Security Obtained from All The bidders Yes
- 27) Weather the successful Bid was lowest evaluated Bid (in case of consultancies) N.A

- 28) Weather the successful Bidder was Technically Complaint? Yes
- 29) Weather name of the Bidders and their Quoted prices were read out at the time of opening Of Bids ? Yes
- 30) Weather evaluation report given to bidders Before the award of contract ? Yes
- 31) Any complaints received/ (if Yes result thereof) No:
- 32) Any deviation from specification Given In the tender notice/document (if Yes Give reason) No
- 33) Was the extension made in response time ? (if yes give detailed reason ) No
- 34) Devaluation from Qualification criteria (If yes give detailed reason) No:
- 35) Was a it assured by the procuring agency that the Selected firm is not blank listed? No:
- 36) Was a visit may by any officer/Official of the Procuring agency to the supplier's Premises in connection with the procurement 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, Bank Guarantee etc)? No

Signature & Official Stamp of Authorized Officer

FOR OFFICE USE ONLY

*[Signature]*  
 Assistant Accounts Officer  
 Roads Kashmore @ Kandhkot.

*[Signature]*  
 District Officer Roads  
 Kashmore @ Kandhkot

*[Signature]*  
 Executive District Officer  
 Works & Services  
 Distt: Kashmore @ Kandhkot

OFFICE OF THE DISTRICT OFFICER (ROADS) KASHMORE @ KANDHKOT.

NO. TC/G 55 / 240 OF 2011 KASHMORE @ KANDHKOT DATED: 11 / 07 / 2011.

To,

Mr: Barkat Ali ,  
Government Contractor,  
Taluka Kashmore District, Kashmore @ Kandhkot

SUBJECT: - M&R AHMED ALI BANGWAR ROAD TO BARKAT ALI BANGWAR ROAD MILE 0/0-0/5.

Your tender for the above work at (Part A) (Road Work) 13.80% Above (Part B) (Bitumen) at par Rs: 611675/00, of the tender approved by the Executive District Officer (W&S) Department Kashmore @ Kandhkot being competent authority vide No: E.D.O/W&S/BB/ dated: \_\_\_/\_\_\_/2011, with the following conditions: -

- (a) No premium shall be allowed on non-schedule items.
- (b) No separate payment for carriages of materials shall be made, premium quoted by the contractor covers the cost of carriage of Roads Materials involved.
- (c) All materials required for construction shall be procured & brought at site by contractor at his own cost from approved source.
- (d) No payment of extra items shall be made unless written order is given to contractor by divisional officer, for execution of the extra items and approved by the competent authority.
- (e) Income tax shall be deducted from the bill on the value of work done and paid for as per latest orders of competent authority.

You are therefore directed to please start the work within one week from the date of issue of this letter under the instructions / supervision of the Deputy District Officer (Roads) Kashmore and attend the office of the undersigned for completing the tender documents. In case you failed to start the work within above period, action under clause (2) of the agreement will be taken.

Time allowed for completion of work (01) months. It should be ensured that the work must be completed / finalized within the stipulated date of completion.

DISTRICT OFFICER (ROADS)  
KASHMORE @ KANDHKOT.

Copy forwarded with compliments to the Executive District Officer (W&S) Department Kashmore @ Kandhkot for favour of information, with reference to his office letter No: cited above.

Copy forwarded to the Deputy District Officer (Roads) Kashmore for information, and he is directed to please intimate the actual date of start of work and progress report as per stage under clause - 2 of the agreement be promptly reported to Division Office for taking necessary action.

"MST/2011"  
10-374

DISTRICT OFFICER (ROADS)  
KASHMORE @ KANDHKOT

900685



**COMPARATIVE STATEMENT**

ORK

M&R Ahmed Ali Bangwar road to Barkat Ali Bangwar road mile 0/0-0/5.

N.I.T No: TC/G-55/100 dated 28/05/2011  
 Receipts on 08/07/2011 and opened on 08/07/2011

Item	Estimated Amount	Schedule-B Amount	RATES/ PERCENTAGE QUOTED BY CONTRACTOR				Excess / Saving (-) (+)		
			Mr. Barkat Ali Percentage / Rate	Amount (Net)	Mr. Mohammad Umar Percentage / Rate	Amount (Net)		Ms. Anjad Traders Percentage / Rate	Amount (Net)
<i>Road Work</i>									
Schedule Items:	341086	341086	13.80% Above	388156	13.90% above	388497	14.00% above	388838	682 (-)
Add 14% above	47752								
<b>Total</b>	<b>388838</b>								
(B) Diff. Cost of Bitumen	611675	611675	at par	611675	at par	611675	at par	611675	

G: Total of Estimate Rs: 1000513      952761      999831      1000172      1000513      682 (-)

The percentage / Rate quoted by Mr. Barkat Ali are lowest among the other competitors which are reasonable and within permissible limit hence recommended for favour of approval.

Approved

*[Signature]*  
 Divisional Accounts Officer  
 Roads Kashmir @ Kandhkot

*[Signature]*  
 District Officer (Roads)  
 Kashmir @ Kandhkot

*[Signature]*  
 Executive District Officer  
 Works & Services  
 Kashmir @ Kandhkot

WORK:

M&R AHMED ALI BANGWAR ROAD TO BARKAT ALI BANGWAR ROAD  
MILE 0/0-0/5.

Quantity	Item of Work	Rate	Unit	Amount
709 Cft:	01. Preparing Base course i/c supplying and spreading stone metal of approved quality from arrove quarry properly graded maximum size of 1 1/2" and required thickness to proper camber and grade i/c supplying and spreading 15 Cft: of screening and non plastic quarry fines filling depressions with stone metal after initial rolling i/c watering and compacting the same so as to achieve 100% density as per modified AASHO specification (rate i/cs providing of using templates, camber plates, screen forms as directed) rate i/cs all cost of material T&P and carriage upto site of work.	@Rs:4567/32	P.% Cft:	Rs:32382/00
3405 Sft:	02. Providing surface dressing 1 <sup>st</sup> Coat on new or existing surface with 30lbs bitumen 4.00 Cft: crushed bajri of required size i/c cleaning the road surface rolling etc complete, (rate i/cs all cost of material T&P and carriage upto site of work).	@Rs:438/69	P.% Sft:	Rs:14937/00
28380 Cft:	03. Providing 1" thick consolidated premixed carpet in proper camber grade i/c 10 Cft: crushed bajri 4 Cft: Hill Sand of approved quality and gauge and bitumen 67lbs of bitumen 80-100% 67lbs: i/c mixing in mechanical mixture in required proportion i/c heating the material and cleaning the road surface. Rate i/cs all cost of material T&P and carriage upto site of work.	@Rs:1035/12	P.% Sft:	Rs:293767/00

Total Rs:341086/00

PART "B"

NON-SCHEDULE ITEMS.

Difference Cost of Bitumen 8.93 Tons Rs:611675/00  
@Rs: 68496/70 P.Ton

Note: The quantity and rate provided in the schedule-B are subject to technical sanction.

*Barkat Ali*  
CONTRACTOR

*[Signature]*  
DISTRICT OFFICER (ROADS)  
KASHMIRE @ KANDHKOT.

WORK: M&R AHMED ALI BANGWAR ROAD TO BARKAT ALI BANGWAR ROAD  
MILE 0/0-0/5.

Quantity	Item of Work	Rate	Unit	Amount
709 Cft:	01. Preparing Base course i/c supplying and spreading stone metal of approved quality from arrove quarry properly graded maximum size of 1 1/2" and required thickness to proper camber and grade i/c supplying and spreading 15 Cft: of screening and non plastic quarry fines filling depressions with stone metal after initial rolling i/c watering and compacting the same so as to achieve 100% density as per modified AASHO specification (rate i/cs providing of using templates, camber plates, screen forms as directed) rate i/cs all cost of material T&P and carriage upto site of work.	@Rs4567/32	P.% Cft:	Rs:32382/00
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Total Rs:341086/00

PART "B"

NON-SCHEDULE ITEMS.

Difference Cost of Bitumen 8.93 Tons Rs:611675/00  
 @Rs: 68496/70 P.Ton

Note: The quantity and rate provided in the schedule-B are subject to technical sanction.

CONTRACTOR

DISTRICT OFFICER (ROADS)  
 WASHMORE @ KANDHKOT.



Name of Worker: M/S R Ahmed Ali Bangwar  
Road to Barkat Ali Bangwar etc. O/S.  
SGP (Klip.) D. No. 105-11-9-1-50,000 L.F. of 8 ls. each. P.W.D. 287

G. R. P. W. D. Nos. 7074 of 6-4-35  
66-1 of 8-6-36, 1959-W of 27-9-37, G.C.M.P.  
and M. Dept. No. 383-1737 of 9-11-37  
(P. W. D.) No. 8-173, 2-W of 22-2-39  
(P. W. D.) No. 1038-1 of 22-2-39  
12-10-41 and 2-5-41 G.S.W. of 22-2-39  
12-10-41, and 2-5-41, G.S.W. 1038/11-1 of  
28-3-49, 17-W 2 of 12-12-50.

FORM B-1  
PUBLIC WORKS DEPARTMENT  
CIRCLE  
DIVISION

Name of Contractor: Barkat Ali Bangwar.

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.

District Officer Roads  
Kashmore @ Kandhkot

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

B.M.

District Officer Roads  
Kashmore @ Kandhkot

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.

Estimated rates  
Scheduled rates

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.

B.M.

District Officer Roads  
Kashmore @ Kandhkot

4. Any person who submits a tender shall fill up the usual printed 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 work to 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.

District Officer Roads  
Kashmore @ Kandhkot

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.

B.M.

District Officer Roads  
Kashmore @ Kandhkot

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

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

①

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury of \_\_\_\_\_ of the \_\_\_\_\_ of Rs. \_\_\_\_\_ (to) the full value of which is to be absolutely forfeited to Government in case of default. We do not deposit

\*Amount to be specified in words and figures

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

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

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

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

(Witnesses \*\*\*)

(Address)

(Occupation)

\*\*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.

District Officer Roads  
Kashmore @ Kandhok

Division (or his duly authorized Assistant)

Signature of the officers by whom accepted.

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

Condition of Contract

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

the contractor) shall, 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 Rs. 10,000 or more of the acceptance of his tender, deposit with the Executive Engineer (if deposit is in cash or Govt. Securities endorsed by Executive Engineer) a sum sufficient with the full security deposit to make up the tender, or (B) (permit Government at the option of him for work done under the contracts to deduct such sum as may be earned money deposited by him.) amount more percent of - a (C) (permitted Government by way of security deposit as contemplated at (A) or (B) shall not amount to more than \_\_\_\_\_ 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.

BMR

District Officer Roads  
Kashmore @ Kandhok

(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 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 certificate 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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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.

District Officer Roads  
Kashmore @ Kandhkot

*Am*

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 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.

Hills 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 contravene 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.

Materials 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 District Officer. The contractor shall be a part of the contract. The contractor shall Kashmore @ Kandhk

Works to be executed in accordance with specifications and drawings. District Officer R.O. Kashmore @ Kandhk

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or 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.

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District Officer Roads  
Bhimore @ Kandkol

*Handwritten initials*

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.

Sums 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.

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

District Officer Roads  
Kashmore @ Kandhkot

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of 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;"

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

Divisional Accountant.

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

Contractor.

District Office, Roads  
Executive Engineer,  
Kashmore @ Kandhkot  
Executive Engineer,  
Division

## BID EVALUATION REPORT

1.	Name of Procuring Agency	District Government Kashmir @ Kandhkot				
2.	Tender Reference No:	No: D.O/TC/G-55/100 Dated: 28.05.2011.				
3.	Tender Description/Name of Work/Item	<b>M&amp;R ROAD FROM HAFIZULLAH KHAN KHOSO ROAD MILE 0/4-1/0.</b>				
4.	Method of Procurement	Single Stage – One Envelope Procedure				
5.	Tender Published	SPPRA web site				
6.	Total Bid document Sold	3 No:				
7.	Total Bid Received	3 No:				
8.	Technical Bid Opening date: (if applicable)	Not Applicable				
9.	No of Bid Technically Qualified (if applicable)	Not Applicable				
10.	Bid(s) Rejected:	NIL				
11.	Financial Bid Opening Date	15/06/2011				
12.	<b>Bid Evaluation Report:</b>					
S.No:	Name of Firm or Bidder	Cost of Offered by the Bidder	Ranking in terms of cost	Comparison with Estimate Cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	Mr. Imamudin	Rs:1000104/-	1 <sup>st</sup> Lowest	Rs: 699/- Saving	Lowest	Recommended for award of work
2	Mr. Hakim Ali	Rs:1000337/-	2 <sup>nd</sup> Lowest	Rs: 466/- Saving	High	Not recommended due to high rates
3	Mr. Nabi Dad	Rs:1000803/-	3 <sup>rd</sup> Lowest	Rs: 00/- Saving	Higher	Not recommended due to higher rates

*S. Imamudin*  
**Assistant Accounts Officer**  
 Roads Kashmir @ Kandhkot.

*S. Imamudin*  
**District Officer Roads**  
 District Officer (Roads)  
 KASHMIRE @ KANDHKOT

*C/S*  
*[Signature]*  
**Executive District Officer**  
 Works & Services  
 Distt: Kashmir @ Kandhkot



**SINDH PUBLIC PROCUREMENT REGULATOR AUTHORITY**  
**CONTRACT EVALUATION FORM**  
**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC**  
**CONTRACTOR OF WORKS SERVICES AND GOODS**

- |     |   |  |
|-----|---|--|
| 1)  | Name of Organization/Dept:                                | Roads & Transport, Works & Services Department Kashmore.<br>@ Kandhkot |
| 2)  | Provincial/Local Govt: Other                              | District Government Kashmore @ .<br>Kandhkot                           |
| 3)  | Title of contract   | <u>M&amp;R ROAD FROM HAFIZULLAH KHAN<br/>KHOSO ROAD MILE 0/4-1/0.</u>  |
| 4)  | Tender Number   | ----   |
| 5)  | Brief Description of Contract                             | <u>M&amp;R ROAD FROM HAFIZULLAH KHAN<br/>KHOSO ROAD MILE 0/4-1/0.</u>  |
| 6)  | Forum that approved the scheme                            | D.D.C Of District Kashmore @<br>Kandhkot                               |
| 7)  | Tender Estimated value                                    | 1.000 (M)  |
| 8)  | Engineers Estimate (for Road work only)                   | 1.000 (M)  |
| 9)  | Estimate completion Period as per contract                | (01 Month)   |
| 10) | Tender Open on (Date and Time)                            | 15.06.2011 @ 2:00 PM   |
| 11) | Number of Tender Documents SIO.D<br>(attached List Buyer) | 03 Nos:  |
| 12) | Number of Bids Received                                   | 03 Nos:  |
| 13) | No of Bidders Present at the time of<br>Opening Of Bids   | 03 Nos:  |
| 14) | Bid Evaluation Report (enclosed a copy)                   | Copy enclosed  |
| 15) | Name & Address of the Successful bidder                   | Mr. Imamudin.<br>Taluka Tangwani.                                      |
| 16) | Contract Award Price                                      | 1.000 (M)  |

- 17) Ranking of successful bidder in Evaluation Report (i.e 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> evaluation Bid) 1<sup>st</sup> Lowest
- 18) Method of procurement used (Tick One) 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 in any other method of Procurement was adopted i.e emergency Direct Contracting etc with brief reason.

- 19) Approving Authority for award of contract Executive District Officer  
(Works & Services) Department  
Kashmore @ Kandhkot
- 20) Whether the procurement was included in Annual procurement Plan No
- 21) Advertisement  
i) SPPRA website (if any Yes give date and SPPRA identification No:)  
ii) News Papers (if Yes give names of newspaper and date) SPPRA web site
- 22) Nature of contract Domestic
- 23) Weather Qualification Criteria was included in Biding /Tender document ?. (if yes enclosed a copy) Yes
- 24) Weather bid evaluation criteria was Included in Biding /Tender document ?. (if yes enclosed a copy) Yes
- 25) Weather Approval of competent Authority was obtained for using A Method Other than open competitive Bidding ? N.A
- 26) Was Bid Security Obtained from All The bidders Yes
- 27) Weather the successful Bid was lowest evaluated Bid (in case of consultancies) N.A

- 28) Weather the successful Bidder was Technically Complaint? Yes
- 29) Weather name of the Bidders and their Quoted prices were read out at the time of opening Of Bids ? Yes
- 30) Weather evaluation report given to bidders Before the award of contract ? Yes
- 31) Any complaints received/ (if Yes result thereof) No:
- 32) Any deviation from specification Given In the tender notice/document (if Yes Give reason) No
- 33) Was the extension made in response time ? (if yes give detailed reason ) No
- 34) Devaluation from Qualification criteria (If yes give detailed reason) No:
- 35) Was a it assured by the procuring agency that the Selected firm is not blank listed? No:
- 36) Was a visit may by any officer/Official of the Procuring agency to the supplier's Premises in connection with the procurement 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, Bank Guarantee etc)? No

Signature & Official Stamp of Authorized Officer

FOR OFFICE USE ONLY

*[Handwritten Signature]*  
 Assistant Accounts Officer  
 Roads Kashmir @ Kandhkot.

*[Handwritten Signature]*  
 District Officer Roads  
 Kashmir @ Kandhkot

*[Handwritten Signature]*  
 Executive District Officer  
 Works & Services  
 Dist: Kashmir @ Kandhkot

OFFICE OF THE DISTRICT OFFICER (ROADS) KASHMORE @ KANDHKOT.

NO. TC/G-55 /166 OF 2011 KASHMORE @ KANDHKOT DATED: - 18 /06/ 2011.

To,

✓  
Mr: Imamudin Khoso,  
Government Contractor,  
Taluka Kandhkot District Kashmir @ Kandhkot

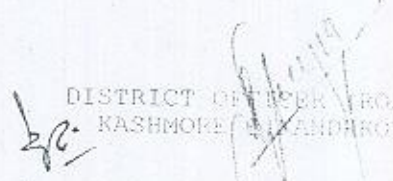
SUBJECT: - M&R TO ROAD HAFIZULLAH KHAN KHOSO ROAD MILE 0/4-1/0.

Your tender for the above work at (Part A) (Road Work) 13.85% Above, (Part B) (Bitumen) at par Rs: 469202/00, of the tender approved by the Executive District Officer (W&S) Department Kashmir @ Kandhkot being competent authority vide No: E.D.O/W&S/BB/1374 dated: 16/06/2011, with the following conditions: -

- (a) No premium shall be allowed on non- schedule items.
- (b) No separate payment for carriages of materials shall be made, premium quoted by the contractor covers the cost of carriage of Roads Materials involved.
- (c) All materials required for construction shall be procured & brought at site by contractor at his own cost from approved source.
- (d) No payment of extra items shall be made unless written order is given to contractor by divisional officer, for execution of the extra items and approved by the competent authority.
- (e) Income tax shall be deducted from the bill on the value of work done and paid for as per latest orders of competent authority.


You are therefore directed to please start the work within one week from the date of issue of this letter under the instructions / supervision of the Deputy District Officer (Roads) Kandhkot and attend the office of the undersigned for completing the tender documents. In case you failed to start the work within above period, action under clause (2) of the agreement will be taken.

Time allowed for completion of work (01) months. It should be ensured that the work must be completed / finalized within the stipulated date of completion.

  
DISTRICT OFFICER (ROADS)  
KASHMORE @ KANDHKOT.

Copy forwarded with compliments to the Executive District Officer (W&S) Department, Kashmir @ Kandhkot for favour of information, with reference to his office letter No: cited above.

Copy forwarded to the Deputy District Officer (Roads) Kandhkot for information, and he is directed to please intimate the actual date of start of work and progress report as per stage under clause - 2 of the agreement be promptly reported to Division Office for taking necessary action.

  
DISTRICT OFFICER (ROADS)  
KASHMORE @ KANDHKOT.

**SCHEDULE "B"**

NAME OF WORK:

M&R TO ROAD HAFIZULLAH KHAN KHOSO ROAD MILE 0/4-1/0

PART "A"

Qty:	Item of Work	Rate	Unit	Amount
------	--------------	------	------	--------

01. Preparing Base course i/c supplying and spreading stone metal of approved quality from quarry properly graded maximum size of 1 1/2" and required thickness to proper camber and grading supplying and spreading 15 Cft: of screening and non plastic quarry fines filling depressions stone metal after initial rolling i/c watering and compacting the same so as to achieve 100% density as per modified AASHTO specification (rate i/c providing of using templates, camber plates, forms as directed) rate i/c all cost of material T&P and carriage upto site of work.

536Cft: @Rs:4719/03 P.% Cft: Rs:25294/00

02. Providing surface dressing 1<sup>st</sup> Coat on new or existing surface with 30lbs bitumen 4.00 Cft: crushed bajri of required size i/c cleaning the road surface rolling etc complete, (rate i/c all cost of material T&P and carriage upto site of work).

3220Sft: @Rs:442/17 P.% Sft: Rs:14237/00

03. Providing 1" thick consolidated premixed carpet in proper camber grade i/c 10 Cft: crushed bajri 4 Cft: Hill Sand of approved quality and gauge and bitumen 67lbs of bitumen 80-100% 67lbs: i/c mixing in mechanical mixture in required proportion i/c heating the material and cleaning the road surface. Rate i/c all cost of material T&P and carriage upto site of work.

21469Cft: @Rs1064/27 P.% Sft: Rs:228488/00

04. Earth work for embankment from borrow pits i/c laying 6" layers, clod breaking remaining dressing etc complete lead up to 100 ft: lift upto 5 ft: ( In ordinary Soil)

78855Cft: @Rs2514/72 P.%0Cft: Rs:198298/00

Total Rs:466317/00

PART "B"

NON-SCHEDULE ITEMS:

Difference Cost of Transport 65.85 Tons  
@Rs: 68496/70 P.Ton

Rs:469202/00

Note: The quantity and rate provided in the schedule-B are subject to technical verification.

*(Signature)*  
CONTRACTOR

*(Signature)*  
DISTRICT OFFICER (ROADS)  
KASHMIRI GORE (LANDIKOT)

SCHEDULE "B"

NAME OF WORK: M&R TO ROAD HAFIZULLAH KILAN KHOSO ROAD MILE 0/4-1/0

PART "A"

Qty:	Item of Work	Rate	Unit	Amount
536Cft:	01. Preparing Base course i/e supplying and spreading stone metal of approved quality from a quarry properly graded maximum size of 1 1/2" and required thickness to proper camber and grad supplying and spreading 15 Cft: of screening and non plastic quarry fines filling depressions stone metal after initial rolling i/e watering and compacting the same so as to achieve 100% density as per modified AASHO specification (rate i/es providing of using templates, camber plates, se forms as directed) rate i/es all cost of material T&P and carriage upto site of work.	@Rs:4719/03	P.% Cft:	Rs:25294/00
3220Sft:	02. Providing surface dressing 1" Coat on new or existing surface with 30lbs bitumen 4.00 Cft: crushed bajri of required size i/e cleaning the road surface rolling etc complete, (rate i/es all cost of material T&P and carriage upto site of work).	@Rs:442/17	P.% Sft:	Rs:14237/00
21469Cft:	03. Providing 1" thick consolidated premixed carpet in proper camber grade i/e 10 Cft: crushed bajri 4 Cft: Hill Sand of approved quality and gauge and bitumen 67lbs of bitumen 80-100% 67lbs; i/e mixing in mechanical mixture in required proportion i/e heating the material and cleaning the road surface. Rate i/es all cost of material T&P and carriage upto site of work.	@Rs1064/27	P.% Sft:	Rs:228488/00
78355Cft:	04. Earth work for embankment from borrow pits i/e laying 6" layers, clod breaking remaining dressing etc complete lead up to 100 ft: lift upto 5 ft: ( In ordinary Soil)	@Rs2514/72	P.%0Cft:	Rs:198298/00
				----- Total Rs:466317/00 -----

PART "B"

NON-SCHEDULE ITEMS.

Difference Cost of Bitumen 06.85 Tons  
@Rs: 68496/70 P.Ton Rs:469202/00

Note: The quantity and rate provided in the schedule-B are subject to technical sanction.

*Nabidad*  
CONTRACTOR

*[Signature]*  
DISTRICT OFFICER (ROADS)  
KASHMIRE KANDHOKT.

NAME OF WORK

COMPARATIVE STATEMENT

M&R To road Hafizullah Khan Khoso road mile 0/4-1/0

N.I.T No: TG/G-55/100 dated: 28/05/2011  
 Receipts on 15/06/2011 and opened on 15/06/11

Part	Item	Estimated Amount	Schedule-B Amount	RATES / PERCENTAGE QUOTED BY CONTRACTOR						Excesss / Savin (-) (+) with lowest contractor
				Mr: Imannudin	Amount (Net)	Mr: Hakim Ali	Percentage / Rate	Amount (Net)	Mr: Nabi Dad	
(A)	Road Work									
	Schedule Items	466317	466317	13.85% above	530902	13.90% above	531135	14.00% above	531601	699 (+)
	Add 14% above	65284								
	Total	531601								
	Diff: Cost of Bitumen	469202	469202	at par	469202	at par	469202	at par	469202	

G: Total of Estimate Rs: 1000803 935519 1000104 1000337 1000803 699 (+)

The percentage / Rate quoted by Mr: Imannudin are lowest among the other competitors which are reasonable and within permissible limit hence recommended for favour of approval.

*[Signature]*  
 Divisional Accounts Officer  
 Roads Kashmir @ Kandhkot

*[Signature]*  
 District Officer (Roads)  
 Kashmir @ Kandhkot

*[Signature]*  
 Executive District Officer  
 Works & Services  
 Kashmir @ Kandhkot

Applicable and in default here to so for any pay to Government this condition mentioned in the said condition.

Name of Work: - M/R to Road Hattizullah Khoso.

9/4-1/2.

(S.G.P. (Klip) D. No. 102-11-24-50,000 L.F. of 8 1/2 each.

P.W.D. 287

G. R. P.W.D. Nos. 2018 of 6-6-35  
56-1 of 8-6-36, 195-W of 22-9-37, C.C.M.P.  
and N. D. 200-100 25-2-38  
(P.W.D.) No. 5-173, 2-3 of 22-2-38.  
G. R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-38 and 2-5-41, P.W.D. of 22-2-39  
12-10-38 and 2-5-41, P.W.D. of 22-2-39  
25-1-49 and 12-10-38, P.W.D. of 12-10-38

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of Contractor: - Imamudin Khoso.

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

District Officer Roads  
Kashmore @ Kandhkot

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

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

District Officer Roads  
Kashmore @ Kandhkot

امام الدين

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 the 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.

District Officer Roads  
Kashmore @ Kandhkot

امام الدين

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 I he is willing to take the work. Only one rate of such percentage, on all the <sup>Estimated rates</sup> <sub>Specified rates</sub> shall be tendered. 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.

District Officer Roads  
Kashmore @ Kandhkot

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5. The Executive Engineer or his duly authorized assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the 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.

District Officer Roads  
Kashmore @ Kandhkot

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

Receipt No. 1881693 dated 17.2.2011 from Government Treasury sub-Treasury at U.B.L. K.K.G. in respect of the sum of Rs. 20,000/- is herewith forwarded representing the earnest money (b) the full value of which is to be absolutely forfeited to Government should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 20,000/- shall be retained by Government on account of such security deposit as aforesaid (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions.

\*Amount to be 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.

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

(Witnesses \*\*\*)

(Address)

(Occupation)

Sanction for Rs = 1,00,000/- Rates Rental only

\*\*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.

District Officer Roads  
Kashmore @ Kandhkot

Division (or his duly authorized Assistant)

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

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Condition of Contract

Condition of Contract

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

the contractor) shall (A) deposit 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 Rs. 20,000 or a contract of Rs. 10,000 or more of the receipt by him of the acceptance of his tender (B) deposit with the Executive Engineer (if deposited for Govt. Securities endorsed by Executive Engineer for twelve months) a sum sufficient with the amount of the earnest money (C) deposit 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 for work done under the contracts to deduct such sum as well as interest thereon (D) permit Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of the earnest money (E) permit Government at the time of making any payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.



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District Officer Roads  
Kashmore @ Kandhkot

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 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.

Bills 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 contravene 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 returned 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 material.

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 initialed 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, orders, etc.

Handwritten signature in Urdu script.

District Officer Roads  
Kashmir (Karnakot)

Contractor and Inspector shall have a joint inspection of all work done in accordance with the instructions and drawings.

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Handwritten signature/initials

District Engineer Roads  
Kashmere & Kandahar

which he is entitled to  
work. The contractor  
shall be responsible for  
the cost of the work  
and shall be liable for  
the same.

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.

Sums 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 Supdtg: Enginco 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.

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District Officer Roads  
Kashmore @ Kandhkot

Work of works...  
of printed...  
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temporarily...  
national.

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

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, 1943, 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."

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

Divisional Accountant.

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

امام الدين Contractor.

District Officer Roads  
Executive Engineer  
Kashmore @ Bandhkat  
Executive Engineer,  
Division

## BID EVALUATION REPORT

1.	Name of Procuring Agency	District Government Kashmir @ Kandhkot				
2.	Tender Reference No:	No: D.O/TC/G-55/100 Dated: 28.05.2011. ✓				
3.	Tender Description/Name of Work/Item	<u>M&amp;R TO ROAD OPPOSITE MAKKI MASIJD ROAD MILE 0/0-0/1</u>				
4.	Method of Procurement	Single Stage – One Envelope Procedure				
5.	Tender Published	SPPRA web site				
6.	Total Bid document Sold	3 No:				
7.	Total Bid Received	3 No:				
8.	Technical Bid Opening date: (if applicable)	Not Applicable				
9.	No of Bid Technically Qualified (if applicable)	Not Applicable				
10.	Bid(s) Rejected:	NIL				
11.	Financial Bid Opening Date	15/06/2011				
12.	<b>Bid Evaluation Report:</b>					
S.No:	Name of Firm or Bidder	Cost of Offered by the Bidder	Ranking in terms of cost	Comparison with Estimate Cost	Reason for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	Mr. Imamudin Khoso	Rs:495246/-	1 <sup>st</sup> Lowest	Rs: 359/- Saving	Lowest	Recommended for award of work
2	Mr. Shah Dad	Rs:495426/-	2 <sup>nd</sup> Lowest	Rs: 179/- Saving	High	Not recommended due to high rates
3	M/s. Baloch Enterprises	Rs:495606/-	3 <sup>rd</sup> Lowest	Rs: 00/- Saving	Higher	Not recommended due to higher rates

*[Signature]*  
Assistant Accounts Officer  
Roads Kashmir @ Kandhkot.

*[Signature]*  
District Officer Roads  
Kashmore @ Kandhkot  
DISTRICT OFFICER (ROADS)  
KASHMORE @ KANDHKOT

*[Signature]*  
Executive District Officer  
Works & Services  
Dist: Kashmir @ Kandhkot

**SINDH PUBLIC PROCUREMENT REGULATOR AUTHORITY**  
**CONTRACT EVALUATION FORM**  
**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC**  
**CONTRACTOR OF WORKS SERVICES AND GOODS**

- |   |  |
|---|--|
| 1) Name of Organization/Dept:                                 | Roads & Transport, Works & Services Department Kashmore.<br>@ Kandhkot   |
| 2) Provincial/Local Govt: Other                               | District Government Kashmore @<br>Kandhkot                               |
| 3) Title of contract  | <u>M&amp;R TO ROAD OPPOSITE MAKKI MASIJD</u><br><u>ROAD MILE 0/0-0/1</u> |
| 4) Tender Number  | ----   |
| 5) Brief Description of Contract                              | <u>M&amp;R TO ROAD OPPOSITE MAKKI MASIJD</u><br><u>ROAD MILE 0/0-0/1</u> |
| 6) Forum that approved the scheme                             | D.D.C Of District Kashmore @<br>Kandhkot                                 |
| 7) Tender Estimated value                                     | 0.400 (M)  |
| 8) Engineers Estimate (for Road work only)                    | 0.496 (M)  |
| 9) Estimate completion Period as per contract                 | (01 Month)   |
| 10) Tender Open on (Date and Time)                            | 15.06.2011 @ 2:00 PM   |
| 11) Number of Tender Documents SIO.D<br>(attached List Buyer) | 03 Nos:  |
| 12) Number of Bids Received                                   | 03 Nos:  |
| 13) No of Bidders Present at the time of<br>Opening Of Bids   | 03 Nos:  |
| 14) Bid Evaluation Report (enclosed a copy)                   | Copy enclosed  |
| 15) Name & Address of the Successful bidder                   | Mr. Imamudin Khoso,<br>Taluka Tangwani.                                  |
| 16) Contract Award Price                                      | 0.495 (M)  |


- 17) Ranking of successful bidder in Evaluation Report (i.e 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> evaluation Bid) 1<sup>st</sup> Lowest
- 18) Method of procurement used (Tick One) 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 in any other method of Procurement was adopted i.e emergency Direct Contracting etc with brief reason.
- 19) Approving Authority for award of contract Executive District Officer  
 (Works & Services) Department  
 Kashmore @ Kandhkot
- 20) Whether the procurement was included in Annual procurement Plan No
- 21) Advertisement  
 i) SPPRA website (if any Yes give date and SPPRA identification No:)  
 ii) News Papers (if Yes give names of newspaper and date) SPPRA web site
- 22) Nature of contract Domestic
- 23) Whether Qualification Criteria was included in Biding /Tender document ?. (if yes enclosed a copy) Yes
- 24) Whether bid evaluation criteria was Included in Biding /Tender document ?. (if yes enclosed a copy) Yes
- 25) Whether Approval of competent Authority was obtained for using A 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 (in case of consultancies) N.A

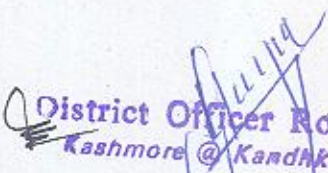


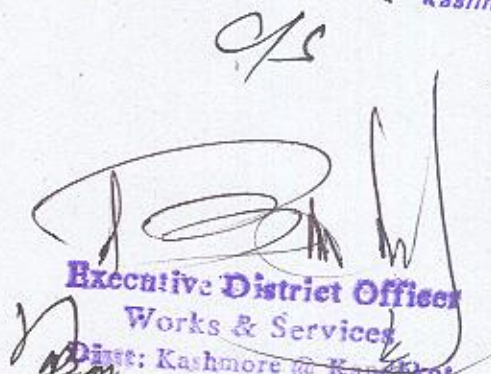
- 28) Weather the successful Bidder was Technically Complaint? Yes
- 29) Weather name of the Bidders and their Quoted prices were read out at the time of opening Of Bids ? Yes
- 30) Weather evaluation report given to bidders Before the award of contract ? Yes
- 31) Any complaints received/ (if Yes result thereof) No:
- 32) Any deviation from specification Given In the tender notice/document (if Yes Give reason) No
- 33) Was the extension made in response time ? (if yes give detailed reason ) No
- 34) Devaluation from Qualification criteria (If yes give detailed reason) No:
- 35) Was a it assured by the procuring agency that the Selected firm is not blank listed? No:
- 36) Was a visit may by any officer/Official of the Procuring agency to the supplier's Premises in connection with the procurement 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, Bank Guarantee etc)? No

Signature & Official Stamp of  
Authorized Officer

FOR OFFICE USE ONLY

  
Assistant Accounts Officer  
Roads Kashmore @ Kandhkot.

  
District Officer Roads  
Kashmore @ Kandhkot

  
Executive District Officer  
Works & Services  
Distt: Kashmore @ Kandhkot

OFFICE OF THE DISTRICT OFFICER (ROADS) KASHMORE @ KANDHKOT.

NO. TC/G-55 / 167 OF 2011 KASHMORE @ KANDHKOT DATED: - 18 / 06 / 2011.

To,

Mr: Imamudin Khoso,  
Government Contractor,  
Taluka Kandhkot District Kashmir @ Kandhkot

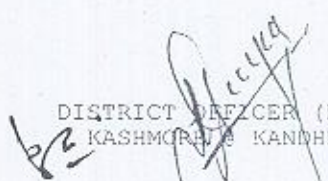
SUBJECT: - M&R TO ROAD OPPOSITE MAKKI MASJID ROAD MILE 0/00/1 .

Your tender for the above work at (Part A) (Road Work) 16.80% Above, (Part B) ( Bitumen) at par Rs: 285173/00, of the tender approved by the Executive District Officer (W&S) Department Kashmir @ Kandhkot being competent authority vide No: E.D.O/W&S/BB/1673 dated: 16/06/2011, with the following conditions: -

- (a) No premium shall be allowed on non- schedule items.
- (b) No separate payment for carriages of materials shall be made, premium quoted by the contractor covers the cost of carriage of Roads Materials involved.
- (c) All materials required for construction shall be procured & brought at site by contractor at his own cost from approved source.
- (d) No payment of extra items shall be made unless written order is given to contractor by divisional officer, for execution of the extra items and approved by the competent authority.
- (e) Income tax shall be deducted from the bill on the value of work done and paid for as per latest orders of competent authority.


You are therefore directed to please start the work within one week from the date of issue of this letter under the instructions / supervision of the Deputy District Officer (Roads) Kandhkot and attend the office of the undersigned for completing the tender documents. In case you failed to start the work within above period, action under clause (2) of the agreement will be taken.

Time allowed for completion of work (01) months. It should be ensured that the work must be completed / finalized within the stipulated date of completion.

  
DISTRICT OFFICER (ROADS)  
KASHMORE @ KANDHKOT.

Copy forwarded with compliments to the Executive District Officer (W&S) Department Kashmir @ Kandhkot for favour of information, with reference to his office letter No: cited above.

Copy forwarded to the Deputy District Officer (Roads) Kandhkot for information, and he is directed to please intimate the actual date of start of work and progress report as per stage under clause - 2 of the agreement be promptly reported to Division Office for taking necessary action.

  
DISTRICT OFFICER (ROADS)  
KASHMORE @ KANDHKOT.

## SCHEDULE "B"

NAME OF WORK: M&R ROAD OPPOSITE MAKKI MAJSID KANDHKOT  
PART "A"

Qty:	Item of Work	Rate	Unit	Amount
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01. Preparing Base course i/c supplying and spreading stone metal of approved quality from arron quarry properly graded maximum size of 1 1/2" and required thickness to proper camber and grade i/c supplying and spreading 15 Cft: of screening and non plastic quarry fines filling depressions with stone metal after initial rolling i/c watering and compacting the same so as to achieve 100% density as per modified AASHO specification (rate i/cs: providing of using templates, camber plates, screen forms as directed) rate i/cs all cost of material T&P and carriage upto site of work.

917Cft:	@Rs:4263/92	P.% Cft:	Rs:39100/00
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02. Providing surface dressing 1<sup>st</sup> Coat on new or existing surface with 30lbs bitumen 4.00 Cft: crushed bajri of required size i/c cleaning the road surface rolling etc complete. (rate i/cs all cost of material T&P and carriage upto site of work).

4894Sft:	@Rs:429/13	P.% Sft:	Rs:21001/00
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03. Providing 1" thick consolidated premixed carpet in proper camber grade i/c 10 Cft: crushed bajri 4 Cft: Hill Sand of approved quality and gauge and bitumen 67lbs of bitumen 80-100% 67lbs: i/c mixing in mechanical mixture in required proportion i/c heating the material and cleaning the road surface. Rate i/cs all cost of material T&P and carriage upto site of work.

11746Cft:	@Rs:1019/55	P.% Sft:	Rs:119756/00
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Total Rs:179857/00

### PART "B"

#### NON-SCHEDULE ITEMS.

Difference Cost of Bitumen @Rs: 68496/70 P.Ton	04.16 Tons	Rs:285173/00
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Note: The quantity and rate provided in the schedule-B are subject to technical sanction.

*Gulab*  
CONTRACTOR

*Abdul*  
DISTRICT OFFICER (ROADS)  
KASHMIRE @ KANDHKOT.

## SCHEDULE "B"

NAME OF WORK: M&R ROAD OPPOSITE MAKKI MAISID KANDHKOT  
PART "A"

Qty:	Item of Work	Rate	Unit	Amount
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01. Preparing Base course i/c supplying and spreading stone metal of approved quality from arroyo quarry properly graded maximum size of 1 1/2" and required thickness to proper camber and grade i/c supplying and spreading 15 Cft: of screening and non plastic quarry fines filling depressions with stone metal after initial rolling i/c watering and compacting the same so as to achieve 100% density as per modified AASHO specification (rate i/c's providing of using templates, camber plates, screed forms as directed) rate i/c's all cost of material T&P and carriage upto site of work.

917Cft: @Rs:4263/92 P.% Cft: Rs:39100/00

02. Providing surface dressing 1<sup>st</sup> Coat on new or existing surface with 30lbs bitumen 4.00 Cft: crushed bajri of required size i/c cleaning the road surface rolling etc complete, (rate i/c's all cost of material T&P and carriage upto site of work).

4894Sft: @Rs:429/13 P.% Sft: Rs:21001/00

03. Providing 1" thick consolidated premixed carpet in proper camber grade i/c 10 Cft: crushed bajri 4 Cft: Hill Sand of approved quality and gauge and bitumen 67lbs of bitumen 80-100% 67lbs: i/c mixing in mechanical mixture in required proportion i/c heating the material and cleaning the road surface. Rate i/c's all cost of material T&P and carriage upto site of work.

11746Cft: @Rs1019/55 P.% Sft: Rs:119756/00

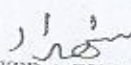
Total Rs:179857/00

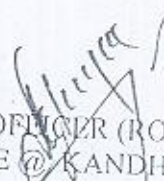
### PART "B"

#### NON-SCHEDULE ITEMS.

Difference Cost of Bitumen 04.16 Tons @Rs: 68496/70 P.Ton Rs:285173/00

Note: The quantity and rate provided in the schedule-B are subject to technical sanction.

  
CONTRACTOR

  
DISTRICT OFFICER (ROADS)  
KASHMIRE @ KANDHKOT.

## SCHEDULE "B"

NAME OF WORK: M&R ROAD OPPOSITE MAKKI MAJSID KANDHKOT  
PART "A"

Qty:	Item of Work	Rate	Unit	Amount
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01. Preparing Base course i/c supplying and spreading stone metal of approved quality from a quarry properly graded maximum size of 1 1/2" and required thickness to proper camber and grad supplying and spreading 15 Cft: of screening and non plastic quarry fines filling depressions stone metal after initial rolling i/c watering and compacting the same so as to achieve 100% de as per modified AASHO specification (rate i/cs providing of using templates, camber plates, s forms as directed) rate i/cs all cost of material T&P and carriage upto site of work.

917Cft: @Rs:4263/92 P.% Cft: Rs:39100/00

02. Providing surface dressing 1<sup>st</sup> Coat on new or existing surface with 30lbs bitumen 4.00 Cft crushed bajri of required size i/c cleaning the road surface rolling etc complete, (rate i/cs all co of material T&P and carriage upto site of work).

4894Sft: @Rs:429/13 P.% Sft: Rs:21001/00

03. Providing 1" thick consolidated premixed carpet in proper camber grade i/c 10 Cft: crush bajri 4 Cft: Hill Sand of approved quality and gauge and bitumen 67lbs of bitumen 80-100 67lbs: i/c mixing in mechanical mixture in required proportion i/c heating the material and cleaning the road surface. Rate i/cs all cost of material T&P and carriage upto site of work.

11746Cft: @Rs1019/55 P.% Sft: Rs:119756/00

Total Rs:179857/00


### PART "B"

#### NON-SCHEDULE ITEMS.

Difference Cost of Bitumen 04.16 Tons Rs:285173/00  
@Rs: 68496/70 P.Ton

Note: The quantity and rate provided in the schedule-B are subject to technical sanction.

  
CONTRACTOR

  
DISTRICT OFFICER (ROADS)  
KASHMORE @ KANDHKOT.

NAME OF WORK

M&R To road Opposite Makki Masjid road mile 0/0-0/1

COMPARATIVE STATEMENT

N.I.T No: TC/G-55/100 dated: 28/05/2011  
 Receipts on 15/06/2011 and opened on 15/06/11

Part	Item	Estimated Amount	Schedule-B Amount	RATES / PERCENTAGE QUOTED BY CONTRACTOR			Excesss / Saving (-) (+) with lowest contractor
				Mr: Imannudin Khoso Amount (Net)	Mr: Shah Dad Percentage / Rate	Mr: Baloch Enterprises Percentage / Rate	
(A)	<u>Road Work</u>						
	Schedule Items.	179857	179857	16.80% above	16.90% above	17.00% above	359 (+)
	Add 17% above	30575					
	<u>Total</u>	<u>210432</u>					
(B)	Diff: Cost of Bitumen	285173	285173	at par	at par	at par	--

G: Total of Estimate Rs: 495605      465030      495246      495426      495606      359 (+)

Divisional Accounts Officer  
 Roads Kashmir @ Kandhkot

District Officer (Roads)  
 Kashmir @ Kandhkot

Executive District Officer  
 Works & Services  
 Kashmir @ Kandhkot

The percentage / Rate quoted by Mr: Imannudin Khoso are lowest among the other competitors which are reasonable and within permissible limit hence recommended for favour of approval.

Dated: 05-06-2011 at the sum of

G. R. P.W.D. Nos. 7934 of 6-4-35  
56-1 of 8-6-36, 1958-W of 27-8-37, G.C.M.P.  
and M. Dept. No. 285-1/37 of 2-11-37  
(P.W.D.) No. 8-173, 2-W of 22-2-39.  
G. R. (P.W.D.) No. 1038-1 of 27-2-39  
12-10-41 and 2-5-41 G.C.M.P. of 22-2-39  
12-10-41, and 2-5-41, 25-W 10/8/11-1 of  
28-3-49 12-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of Contractor: M/s. Imamdin Choso.

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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District Officer Roads

Kashmore @ Kandhkot

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

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

District Officer Roads

Kashmore @ Kandhkot

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.

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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.

District Officer Roads

Kashmore @ Kandhkot

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 <sup>Estimated rates</sup> <sub>Scheduled rates</sub> shall 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.

District Officer Roads

Kashmore @ Kandhkot

5. The Executive Engineer or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the 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.

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

District Officer Roads

Kashmore @ Kandhkot

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

Receipt No. 3658452 dated 08.06.2010 from Government Treasury of sub-Treasury at HBL K-K65 in respect of the sum of Rs. 10,000/- is herewith forwarded representing the earnest money (a) the full value of

\*Amount to be specified in work and figures

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

Strike out (A) if no (A) 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. 10,000/- shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions.

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 1999

\*\*Signature of contractor before submission of tender

(Witnesses \*\*\*)

(Address) Landan For Rs. 496000/- Rupees four lac  
(Occupation) Ninty Six thousand only

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

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

Signature of the officers by whom accepted.

District Officer Roads  
Kashmore @ Kandhkot

Division for his duly authorized Assistant

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 1999

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Condition of Contract

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

the contractor) shall (A) (within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of Rs. 10,000 or more) deposit with the Executive Engineer (if deemed fit) a sum sufficient with the full security deposit specified in the above memorandum, or (B) (permit Government at the time of making an order for work done under the contracts to be earnest money deposited by him.) amount of the security deposit to be held by Government by way of security deposit as 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.



District Officer Roads  
Kashmore @ Kandhkot

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

(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 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.

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District Officer Roads  
Kashmore @ Kandhkot

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

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

Payment at reduced rates on account of 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

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 Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the 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

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

District Officer Roads  
 Kashmir & Kandhkot

which he is entitled to work. The contractor shall be liable for the same consequences and conditions with the same time.

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 Suptg: Engine to be final.

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

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

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

Lump sums in estimates.

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

Action where no specification.

District Officer Roads  
Kashmere @ Kandhat

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of 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;"

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.

*[Signature]*  
 Divisional Accountant.

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

*[Signature]*  
 Contractor.

*[Signature]*  
 District Officer Roads  
 Executive Engineer  
 Executive Engineer,  
 Division