

CORRIGENDUM.

This is circulated for all concerns that this office NIT called vide No: TC/G-55/155 dated: 15/06/2011. The date of issue and receipt may kindly read as under.

| S.No: | Date of Receipt of Applications for invited Works (TENDER WORKS) | The date of Issue (Sale) of Tender | The Receipt Back of the Tender (Issued) or Sold i.e Dropping in to Tender Box | The date of opening Tender i.e opening box before the under committee |
|-------|--|------------------------------------|--|---|
| | <i>1st Date</i> | | | |
| Date | 04/07/2011 | 04/07/2011 | 04/07/2011 | 04/07/2011 |
| Time | From 9.00 A.M to 10.30 A.M | From 10.30 A.M to 12.00 P.M | From 12.00 P.M to 02.00 P.M | From 02.00 P.M to 02.30 P.M |

| S.No: | Date of Receipt of Applications for invited Works (TENDER WORKS) | The date of Issue (Sale) of Tender | The Receipt Back of the Tender (Issued) or Sold i.e Dropping in to Tender Box | The date of opening Tender i.e opening box before the under committee |
|-------|--|------------------------------------|--|---|
| | <i>2nd Date</i> | | | |
| Date | 08/07/2011 | 08/07/2011 | 08/07/2011 | 08/07/2011 |
| Time | From 9.00 A.M to 10.30 A.M | From 10.30 A.M to 12.00 P.M | From 12.00 P.M to 02.00 P.M | From 02.00 P.M to 02.30 P.M |

All other terms and condition will remain the same subject to relevant provision of SPPRA Rule 2010 mentioned in the above NIT

dl
h
DISTRICT OFFICER (ROADS)
KASHMORE @ KANDHKOT.

Copy forwarded with compliments to the :


01. The District Co-Ordination Officer Kashmore @ Kandhkot for favour of information.
02. The Executive District Officer (W&S) Department Kashmore @ Kandhkot for information
03. Copy for Notice Board.

dl
h
DISTRICT OFFICER (ROADS)
KASHMORE @ KANDHKOT.

BID EVALUATION REPORT

| | | | | | | |
|-------|---|---|--------------------------|-------------------------------|---------------------------------|-------------------------------------|
| 1. | Name of Procuring Agency | District Government Kashmir @ Kandhkot | | | | |
| 2. | Tender Reference No: | No: D.O/TC/G-55/155 Dated: 15.06.2011. | | | | |
| 3. | Tender Description/Name of Work/Item | M&R SPEED BREAKER AT KASHMORE CITY DISTRICT KASHMORE @ KANDHKOT. | | | | |
| 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 | 08/07/2011 | | | | |
| 12. | Bid Evaluation Report: | | | | | |
| 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 | M/s. Ilyas & Co. | Rs:579094/- | 1 st Lowest | Rs: 542/- Saving | Lowest | Recommended for award of work |
| 2 | M/s. A.S.K & Co: | Rs:579297/- | 2 nd Lowest | Rs: 339/- Saving | High | Not recommended due to high rates |
| 3 | M/s. Al-Hameed & Co: | Rs:579501/- | 3 rd Lowest | Rs: 00/- Saving | Higher | Not recommended due to higher rates |


Assistant Accounts Officer
 Roads Kashmir @ Kandhkot.


District Officer Roads
 DISTRICT OFFICER (ROADS)
 KASHMORE @ KANDHKOT


Executive District Officer
 WORKS & SERVICES
 KASHMORE @ KANDHKOT
 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

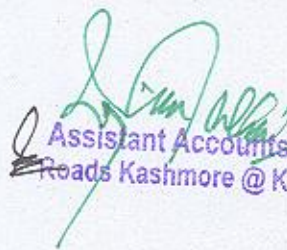
- | | | |
|-----|---|---|
| 1) | Name of Organization/Dept: | Roads & Transport, Works & Services Department Kashmore. @ Kandhkot |
| 2) | Provincial/Local Govt: Other | District Government Kashmore @ . Kandhkot |
| 3) | Title of contract | <u>M&R SPEED BREAKER AT KASHMORE CITY</u> <u>DISTRICT KASHMORE @ KANDHKOT.</u> |
| 4) | Tender Number | ---- |
| 5) | Brief Description of Contract | <u>M&R SPEED BREAKER AT KASHMORE CITY</u> <u>DISTRICT KASHMORE @ KANDHKOT.</u> |
| 6) | Forum that approved the scheme | D.D.C Of District Kashmore @ Kandhkot |
| 7) | Tender Estimated value | 0.600 (M) |
| 8) | Engineers Estimate (for Road work only) | 0.580 (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 | M/s. Ilyas & Co. Taluka Kandhkot. |
| 16) | Contract Award Price | 0.579 (M) |

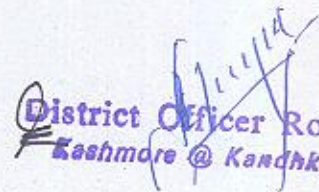
- 17) Ranking of successful bidder in Evaluation Report (i.e 1st 2nd 3rd evaluation Bid) 1st Lowest
- 18) Method of procurement used (Tick One) Local
 a) Single Stage-One envelope procedure
 b) Single Stage-Two envelope procedure
 c) Two Stage Bidding procedure
 d) Two Stage Two envelope Bidding procedure
- 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 Compliant? 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 /231 OF 2011 KASHMORE @ KANDHKOT DATED: - 9 / 07 / 2011.

To,

M/s: Ilyas & Co.,
Government Contractor,
Taluka Kandhkot District Kashmir @ Kandhkot

SUBJECT: - SPEED BREAKER @ KASHMORE CITY DISTRICT KASHMORE @ KANDHKOT.

Your tender for the above work at (Part A) (Civil Work) 59.20% Above, (Part B) (Road Work) 10.85% Above, (Part C) (Bitumen) at par Rs: 179138/00 and (Part D) (Non Schedule item) at par Rs: 67500/00 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/ 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.
- (f) Difference cost of cement and bricks will be paid separately as per work done/consumption.

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) Kashmir 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) Kashmir 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.

Imran A. Agani
P-380

DISTRICT OFFICER (ROADS)
KASHMORE @ KANDHKOT.

NAME OF WORK

Speed Breaker @ Kashmir City District Kashmir @ Kandhkot

COMPARATIVE STATEMENT

N.I.T No: TCG-55/155 dated: 15/06/2011
 Receipts on 08/07/2011 and opened on 08/07/11

| Item | Estimated Amount | Schedule-B Amount | RATES / PERCENTAGE QUOTED BY CONTRACTOR | | | | Excesss / Saving (-) (+) with lowest contractor | | |
|-------------------------------|------------------|-------------------|---|--------------|--|--------------|---|---|--------------|
| | | | Mr: Ilyas & Co. Percentage / Rate | Amount (Net) | M/s: ABC & Co. Percentage / Rate | Amount (Net) | | Mr: Al-Hamid & Co. Percentage / Rate | Amount (Net) |
| (A) CIVIL WORK | | | | | | | | | |
| Schedule Item | 83057 | 83057 | 59.20% above | 132227 | 59.35% above | 132351 | 59.50% above | 132476 | 306 (+) |
| Add cartage | 27387 | | | | | | | | |
| Add 20% Above | 22089 | | | | | | | | |
| Total | 132533 | | | | | | | | |
| Add Diff: Cost of Cement | 25830 | 25830 | at par | 25830 | at par | 25830 | at par | 25830 | -- |
| G. Total of Civil Work | 158363 | | | | | | | | |
| (A) ROAD WORK | | | | | | | | | |
| Schedule Items. | 157329 | 157329 | 10.85% above | 174399 | 10.90% above | 174478 | 10.95% above | 174557 | 236 (+) |
| Add 11% Above | 17306 | | | | | | | | |
| Total | 174635 | | | | | | | | |
| (C) Add Diff: cost of Bitumen | 179138 | 179138 | at par | 179138 | at par | 179138 | at par | 179138 | -- |
| G. Total of Road Work | 353773 | | | | | | | | |
| (D) Non Schedule Item | 67500 | 67500 | at par | 67500 | at par | 67500 | at par | 67500 | |
| G: Total of Estimate Rs: | 579636 | 512854 | | 579094 | | 579297 | | 579501 | 542 (+) |

The difference cost of cement & bricks will be paid separately as per actual consumption at site.

The percentage / Rate quoted by M/s: Ilyas & Co. are lowest among the other competitors which are reasonable and within permissible limit hence recommended for favour of approval.

Approved

Divisional Accounts Officer
 Roads Kashmir @ Kandhkot

District Officer (Roads)
 Kashmir @ Kandhkot

Executive District Officer
 Works & Services
 Kashmir @ Kandhkot

SCHEDULE "B"

WORK: SPEED BREAKER AT KASHMORI CITY DISTRICT KASHMORI @ KANDHKOT

| Item of Work | Rate | Unit | Amount |
|--|-------------|----------|-------------|
| 1. Cement Concrete Plain i/c Placing compacting finishing and curing complete (i/c screening and washing of Stone aggregate without shuttering). | | | |
| Cft: | @Rs:5941/10 | P.% Cft: | Rs:83057/00 |
| | | Total | Rs:83057/00 |
| Add Diff Cost of Cement 246bags @Rs:105/00 P.Bag | | | Rs:25830/00 |

Part "B"

01. Providing surface dressing 1st 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).

9743Sft: @Rs:482/52 P.% Sft: Rs:47012/00

02. 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.

9743Sft: @Rs1132/27 P.% Sft: Rs:110317/00

Total Rs:157329/00

PART "C"

NON-SCHEDULE ITEMS.

Difference Cost of Bitumen 04.24 Tons @Rs: 42225070 P.Ton Rs179138/00

PART "D"

01. Making barear of Hollow square pipe of 1/2" X 1 1/2" welding and painting etc. required shape as per instruction of Engineer Incharge.

675Rft: @Rs100/00 P.Rft: Rs:67500/00

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

Ilyas
CONTRACTOR

[Signature]
DISTRICT OFFICER (ROADS)
KASHMORI @ KANDHKOT.

SCHEDULE "B"

NAME OF WORK: SPEED BREAKER AT KASHMORE CITY DISTRICT KASHMORE @ KANDHKOT

PART "A"

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

01. Cement Concrete Plain i/c Placing compacting finishing and curing complete (i/c screening and washing of Stone aggregate without shuttering.

| | | | |
|----------|--|----------|-------------|
| 1398Cft: | @Rs:5941/10 | P.% Cft: | Rs:83057/00 |
| | | Total | Rs:83057/00 |
| | Add Diff Cost of Cement 246bags @Rs:105/00 P.Bag | | Rs:25830/00 |

Part "B"

01. Providing surface dressing 1st 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).

| | | | |
|----------|------------|----------|-------------|
| 9743Sft: | @Rs:482/52 | P.% Sft: | Rs:47012/00 |
|----------|------------|----------|-------------|

02. 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.

| | | | |
|----------|------------|----------|--------------|
| 9743Sft: | @Rs1132/27 | P.% Sft: | Rs:110317/00 |
| | | Total | Rs:157329/00 |

PART "C"

NON-SCHEDULE ITEMS.

| | | |
|----------------------------|------------|-------------|
| Difference Cost of Bitumen | 04.24 Tons | |
| @Rs: 42225070 | P.Ton | Rs179138/00 |

PART "D"

01. Making barear of Hollow square pipe of 1/2" X 1 1/2" welding and painting etc. required shape as per instruction of Engineer Incharge.

| | | | |
|---------|-----------|--------|-------------|
| 675Rft: | @Rs100/00 | P.Rft: | Rs:67500/00 |
|---------|-----------|--------|-------------|

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

ASh
CONTRACTOR

[Signature]
DISTRICT OFFICER (ROADS)
KASHMORE @ KANDHKOT.

Name of Work: Steel Bridges (Kashmore)

SGP (Rip) D. No. 103-11-21-50,000 L. of Rs. each.

P.W.D. 287

G. R. P.W.D. Nos. 1019 of 1-4-15
56-1 of 8-6-36, 198-W of 22-9-37, G.L.M.P.
and M. Dept. No. 23473 of 1-1-38
(P.W.D.) Nos. 8-173, 2-5-0 of 22-2-30,
(G. R. P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 A.S.O.V. of 22-2-39
12-10-44 and 2-5-44 A.S.O.V. of 22-2-39
28-3-49 P.W.D. of 12-12-50

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of Contractor: Ilyas and Co.

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

Ilyas

1. All work proposed to be executed by contractor 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.

[Signature]
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 tenderer and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in each section 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.

Ilyas

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, shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

[Signature]
District Officer Roads
Kashmore @ Kandhkot

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 invitation to 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 official receipts for the firm.

Ilyas

[Signature]
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 of memorandum showing items of work to be carried out; he is willing to tender take the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Schedule rates~~ 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.

Ilyas

[Signature]
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.

Ilyas

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

[Signature]
District Officer Roads
Kashmore @ Kandhkot

Ilyas

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. 1891753 dated 14.08.2011 from Government Treasury sub-Treasury at UBL K-107 in respect of the sum of Rs. 9000/- is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 9000/- 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 figure

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

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

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature

Signature of the officer by whom accepted.

Dated the _____ day of _____ 199__

(Witnesses)

(Address) Sanction for Rs. 5,8000/- Rupees five lak =
(Occupation) Eighty thousand Army

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

District Officer Roads
Kashmore @ Kandhkot

Division for his duty authorized Assistant

Dated the _____ day of _____ 199__

Ilyas
Condition of Contract

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

the c
oss
o on
the
with
Engin
amount
full se
time o
deduct
more
Govt
of the
contem
shall n
of the



act of Rs. 1,000 or
upto Rs. 2,000 and
10,000 or more of
his tender) deposit
endorsed by Executive
am sufficient with the
nder to make up the
Government at the
nder the contracts to
ed by him.) amount
tion to be held by
ys that in the event
of security deposit as
the sum so deposited
total estimated cost
the time of making

any payment to the contractor for work done under the contract to make up the full amount of _____ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Ilyas

District Officer Roads
Kashmore @ Kandhkot

Ilyas

(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 for 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 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.

Ilyas

District Officer Roads
Kashmore @ Kandhkol

Ilyes.
 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.

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 set off 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 material and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall

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

Ilyes.
 District Officer Roads
 Kashmir @ Kandhkol

Having and instructions
in charge and to look
to have access during
to his own
at all of

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

I Yes.

District Officer Roads
Kashmore @ Kandhkot

which he is entitled to receive. The contractor shall be liable for the same with the same consequences 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.

Yes.
Thereupon shall 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 to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

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

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

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

Lump sums to be estimated.

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.

Yes.

District Officer Roads
Kashmir & Kandhkot

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

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

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

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

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

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

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

When the sanctioning authority for the tender is:-

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

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way 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. 1006-1 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Yes.
 Contractor.

[Signature]
 District Officer Roads
 Executive Engineer
 Kashmir & Kandköt
 Executive Engineer,
 Division

Certificate for concessionary freight charges from the Railway.

Procedure of acceptance of tenders when tendered rates are same.

Recovery of dues from contractor as arrears of Land Revenue.

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


Payment of Sales Tax.

Interest or share of Government servant in the work.

BID EVALUATION REPORT

| | | | | | | |
|-------|---|---|--------------------------|-------------------------------|---------------------------------|-------------------------------------|
| 1. | Name of Procuring Agency | District Government Kashmir @ Kandhkot | | | | |
| 2. | Tender Reference No: | No: D.O/TC/G-55/155 Dated: 15.06.2011. | | | | |
| 3. | Tender Description/Name of Work/Item | M&R SPEED BREAKER AT KANDHKOT CITY DISTRICT KASHMORE @ KANDHKOT. | | | | |
| 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 | 08/07/2011 | | | | |
| 12. | Bid Evaluation Report: | | | | | |
| 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. Irshad Ali Baloch | Rs:1274601/- | 1 st Lowest | Rs: 716/- Saving | Lowest | Recommended for award of work |
| 2 | M/s. New Raja Const: | Rs:1274839/- | 2 nd Lowest | Rs: 478/- Saving | High | Not recommended due to high rates |
| 3 | Mr. Teja Ram | Rs:1275317/- | 3 rd Lowest | Rs: 00/- Saving | Higher | Not recommended due to higher rates |


Assistant Accounts Officer
 Roads Kashmir @ Kandhkot.


District Officer Roads
 DISTRICT OFFICER (ROADS)
 KASHMORE @ 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&R SPEED BREAKER AT KANDHKOT CITY</u> <u>DISTRICT KASHMORE @ KANDHKOT.</u> |
| 4) | Tender Number | ---- |
| 5) | Brief Description of Contract | <u>M&R SPEED BREAKER AT KANDHKOT CITY</u> <u>DISTRICT KASHMORE @ KANDHKOT.</u> |
| 6) | Forum that approved the scheme | D.D.C Of District Kashmore,@ Kandhkot |
| 7) | Tender Estimated value | 0.800 (M) |
| 8) | Engineers Estimate (for Road work only) | 1.275 (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. Irshad Ali Baloch. Taluka Kandhkot. |
| 16) | Contract Award Price | 1.274 (M) |

- 17) Ranking of successful bidder in Evaluation Report (i.e 1st 2nd 3rd evaluation Bid) 1st 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

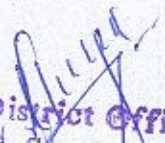
- 28) Weather the successful Bidder was Technically Complaint? Yes
- 29) Weather name of the Bidders and their Quoted prices were read out at the time of opening Of Bids ? Yes
- 30) Weather evaluation report given to bidders Before the award of contract ? Yes
- 31) Any complaints received/ (if Yes result 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


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 /230 OF 2011 KASHMORE @ KANDHKOT DATED: - 9 /07/ 2011.

To,

Mr: Irshad Ali Baloch,
Government Contractor,
Taluka Kandhkot District Kashmir @ Kandhkot

SUBJECT: - SPEED BREAKER @ TANGWANI CITY DISTRICT KASHMORE @ KANDHKOT.

Your tender for the above work at (Part A) (Road Work) 16.85% Above, (Part B) (Bitumen) at par Rs: 638919/00 and (Part C) (Non Schedule item) at par Rs: 78000/00 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/ 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) 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.

NAME OF WORK

COMPARATIVE STATEMENT

NIT No: TC/G-55/155 dated: 15/06/2011

Receipts on 08/07/2011 and opened on 08/07/11

Speed Breaker @ Kandhkot City District Kashmir @ Kandhkot

| Part | Item | Estimated Amount | Schedule-B Amount | RATES / PERCENTAGE QUOTED BY CONTRACTOR | | | Excess / Saving (-) (+) with lowest contractor | | | |
|------|---------------------------------|------------------|-------------------|---|----------------|--|--|--------------|-----------------------------------|----------------|
| | | | | Mr: Ishad Ali Baloch Percentage / Rate | Amount (Net) | M/s: New Raja Const Percentage / Rate | | Amount (Net) | Mr: Teja Ram Percentage / Rate | Amount (Net) |
| (A) | ROAD WORK | | | | | | | | | |
| | Schedule Items. | 477263 | 477263 | 16.85% above | 557682 | 16.90% above | 557920 | 17.00% above | 558398 | |
| | Add 17% Above | 81135 | | | | | | | | |
| | Total | 558398 | | | | | | | | 716 (+) |
| (B) | Add Diff. cost of Bitumen | 638919 | 638919 | at par | 638919 | at par | 638919 | at par | 638919 | |
| | G.Total of Road Work | 1197317 | | | | | | | | |
| (C) | Non Schedule Item | 78000 | 78000 | at par | 78000 | at par | 78000 | at par | 78000 | |
| | G: Total of Estimate Rs: | 1275317 | 1194182 | | 1274601 | | 1274839 | | 1275317 | 716 (+) |

The percentage / Rate quoted by Mr: Ishad Ali Baloch 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

SCHEDULE "B"

NAME OF WORK: SPEED BREAKER AT KANDHKOT CITY DISTRICT KASHMIRE @ KANDHKOT

PART "A"

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

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.

2622Cft: @Rs:4822/27 P.% Cft: Rs:116120/00

02. Providing surface dressing 1st 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).

23760Sft: @Rs:446/16 P.% Sft: Rs:105970/00

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/cs all cost of material T&P and carriage upto site of work.

23760Cft: @Rs1073/96 P.% Sft: Rs:255173/00

Total Rs:477263/00

PART "B"
NON-SCHEDULE ITEMS.
Difference Cost of Bitumen 10.28 Tons
@Rs: 62151/70 P.Ton

Rs638919/00

PART "C"

01. Making barear of Hollow square pipe of 1/2" X 1 1/2" welding and painting etc. required shape as per instruction of Engineer Incharge.

780Rft: @Rs100/00 P.Rft: Rs:78000/00

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

(Signature)
CONTRACTOR

(Signature)
DISTRICT OFFICER (ROADS)
KASHMIRE @ KANDHKOT.

Name of Works: Speed Bikes (V) 1/1/1994

SGP (Ship) D. No. 108-11-94-20,000 L.F. of 2 Is. each.

P.W.D. 287

G. R. (P.W.D.) No. 1037 of 6-4-35
56-1 of 8-9-36, 195-W of 27-5-37 (I.C.M.P.
and N. Dec. No. 36373) of 2-1-37
(P.W.D.) No. 8473, 2-8-37 of 22-2-36
G. R. (P.W.D.) No. 1038-1 of 27-2-37
12-10-37 and 25-4-38 (S.W. of 22-2-39
12-10-41 and 2-8-44, S.W. 1078-11-1 of
28-3-49, 17-W 7 of 12-12-50

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

MR. Iqbal Ali Banooh

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

Iqbal

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.

[Signature]
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 tenderer and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

Iqbal

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.

[Signature]
District Officer Roads
Kashmore @ Kandhkot

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 invitation to 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 collected receipts for the firm.

Iqbal

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 Memorandum showing items of work to be carried out he is willing to tender take the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

[Signature]
District Officer Roads
Kashmore @ Kandhkot

Iqbal

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.

[Signature]
District Officer Roads
Kashmore @ Kandhkot

Iqbal

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

[Signature]
District Officer Roads
Kashmore @ Kandhkot

Iyshad

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. 1819 B17 dated 03-12-2010 from Government Treasury or sub-Treasury at 481-KAS in respect of the sum of Rs. 2000/- is herewith forwarded representing the earnest money (to) the full value of which is to be absolutely forfeited to Government or should we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause I(A) of the said conditions, otherwise the said sum of Rs. 2000/- 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 I (B) of the conditions.

*Amount to be specified in words and figure

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

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

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature

Signature of the officers by whom accepted.

Dated the _____ day of _____ 199

(Witnesses **)

(Address)

(Occupation)

Sanction for Rs:-1275000/- Rupees Twelve Lacs Seventy five thousand only

The above tender is hereby accepted by me on behalf of the Governor District Officer Roads

Kashmore @ Kandhkot

Division (or his duly authorized Assistant)

Dated the _____ day of _____ 199

Iyshad.
Condition of Contract

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

the contractor) shall deposit with the Executive Engineer (if different) the full security deposit of Rs. 1,000 or more, or two days gross, or two days net, as the case may be, on, upto a limit of Rs. 10,000 or more of this tender deposit endorsed to Executive Engineer (if different) sufficient with the Government at the time of making of the work. The full amount of the security deposit shall not be returned to the contractor until the time of making of the work. The full amount of the security deposit shall not be returned to the contractor until the time of making of the work. The full amount of the security deposit shall not be returned to the contractor until the time of making of the work.



Contract of Rs. 1,000 or more, or two days gross, or two days net, as the case may be, on, upto a limit of Rs. 10,000 or more of this tender deposit endorsed to Executive Engineer (if different) sufficient with the Government at the time of making of the work. The full amount of the security deposit shall not be returned to the contractor until the time of making of the work. The full amount of the security deposit shall not be returned to the contractor until the time of making of the work.

Iyshad

District Officer Roads
Kashmore @ Kandhkot

T. S. Hood

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

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

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

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.

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

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.

T. S. Hood

[Signature]
District Officer Roads
Kashmore & Kandhkot

T. S. Hood

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

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

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

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

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

T. S. Hood

District Engineer Roads
Kashmore & Kandhkot

Ishad

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.

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 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 set off for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

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

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

Ishad

District Officer Roads
Kashmore @ Kandkot

Engineer-in-charge and his subordinates to have access to all the work done at his own hand.

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

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

Works to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

Ishad

Ishad
District Officer Roads
Kashmore @ Kandhkot

Part of works contract for temporary or permanent work.

deducted to be added to

Irshad

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 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.

Irshad Khan
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.

Irshad
Contractor.

Irshad Khan
District Officer Roads
Executive Engineer
Kashmore & Kandhar
Executive Engineer,
Division