

## BID EVALUATION REPORT

- 1:- Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **TC/G-55/40 Dated: - 09.05.2012**
3. Tender Description / Name of Work/ **Establishment of Public Library @ Matiari**  
**(Establishment Of Lawn & Plantation Of Trees**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & id ND: \_\_\_ dated 10.05.2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **01-06-2012- Provide details in separate form**
9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **28-05-2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder <i>est. B = 62810/2</i>	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/rejection	Remarks
1	2	3	4	5	6	7
1	M/S Hassan Enterprises & Constt. Co.	77.00% Above	1 <sup>st</sup> lowest.	= 11174/2	Lowest accepted	Lowest accepted
2	M/S Nasir Builders	78.15% Above	2 <sup>nd</sup> lowest.	= 11096/2	High Rate Rejected	High Rate Rejected
3	M/S Golden Builders	78.95% Above	3 <sup>rd</sup> lowest.	= 112398/2	Highest rejected	Highest rejected

**Signatures of the Members of the committee**

*Sd/-*

Divisional Accountant  
Buildings Division W&S  
Matiari

*[Signature]*  
Executive Engineer  
Buildings Division W&S  
Matiari

*Sd/-*

Superintending Engineer  
Works & Services Department  
Matiari

## BID EVALUATION REPORT

1. Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **Tc/G-55/40 Dated: - 09.05.2012**
3. Tender Description / Name of Work/ **Providing Lack Facilities Zaila Nazim / Dco Office Matiari (External Road & Path)**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & Id NO: \_\_\_\_\_ dated 10.05.2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
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9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **28-05-2012**
12. Bid Evaluation Report

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1	2	3	4	5	6	7
1	M/S Syed BAchal Shah & Sons	94.00% Above <i>sch. B = 334074/2</i>	1 <sup>st</sup> lowest.	<i>648104/2</i>	Lowest accepted	Lowest accepted
2	M/S Al-Fateh Const. Co.	95.50% Above	2 <sup>nd</sup> lowest.	<i>= 653115/2</i>	High Rate Rejected	High Rate Rejected
3	Mr. Abdul Razzak Mallah	97.15% Above	3 <sup>rd</sup> lowest.	<i>= 658627/2</i>	Highest rejected	Highest rejected

Signatures of the Members of the committee

  
Divisional Accountant  
Buildings Division W&S  
Matiari

  
Executive Engineer  
Buildings Division W&S  
Matiari

  
Superintending Engineer  
Works & Services Department  
Matiari

## BID EVALUATION REPORT

1. Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **TC/G-55/40 Dated: - 09.05.2012**
3. Tender Description / Name of Work/ **Construction of Social Welfare Centre @ Hala District Matiari (E.I Work)**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & id ND: \_\_\_\_\_ dated 10.05.2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **01-06-2012 - Provide details in separate form**
9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **28-05-2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder <i>sch. B = 81644/-</i>	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/rejection	Remarks
1	2	3	4	5	6	7
1	M/S Asghar Electric Works	19.85% Above	1 <sup>st</sup> lowest.	<i>= 97850/-</i>	Lowest accepted	Lowest accepted
2	M/S Fateh Const: Co.	19.90% Above	2 <sup>nd</sup> lowest.	<i>= 97891/-</i>	High Rate Rejected	High Rate Rejected
3	M/S Nasir Builders	19.99% Above	3 <sup>rd</sup> lowest.	<i>= 97965/-</i>	Highest rejected	Highest rejected

**Signatures of the Members of the committee**

*sd*  
Divisional Accountant  
Buildings Division W&S  
Matiari

*[Signature]*  
Executive Engineer  
Buildings Division W&S  
Matiari

*sd*  
Superintending Engineer  
Works & Services Department  
Matiari

## BID EVALUATION REPORT

1. Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **TC/G-55/40 Dated: - 09.05.2012**
3. Tender Description / Name of Work/ **Establishment of Public Library @ Matiari (Community Hall Back & Side Path)**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & id No: \_\_\_\_\_ dated 10.05.2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **01-06-2012 - Provide details in separate form**
9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **28-05-2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder <i>Sch. B = 86739/2</i>	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/rejection	Remarks
1	2	3	4	5	6	7
1	M/S Shafique-Ur-Rehman	79.65% Above	1 <sup>st</sup> lowest.	<i>= 156000/2</i>	Lowest accepted	Lowest accepted
2	Mr. Khan Mohammad	80.70% Above	2 <sup>nd</sup> lowest.	<i>= 156737/2</i>	High Rate Rejected	High Rate Rejected
3	M/S Nasir Builders	82.30% Above	3 <sup>rd</sup> lowest.	<i>= 158125/2</i>	Highest rejected	Highest rejected

Signatures of the Members of the committee

  
Divisional Accountant  
Buildings Division W&S  
Matiari

  
Executive Engineer  
Buildings Division W&S  
Matiari

  
Superintending Engineer  
Works & Services Department  
Matiari

## BID EVALUATION REPORT

1. Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **Tc/G-55/50(N)** Dated: - **16-05-2012**
3. Tender Description / Name of Work/ **Construction of Water and Food laboratory at Matiari District Matiari (External Development).**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & Id NO: dated 17-05-2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **04-06 - 2012 - Provide details in separate form**
9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **04-06 -2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/S Mairaj & Co.	64.50%	1st	= 159313/2	Lowest accepted	Lowest accepted
2	M/S A.M Memon & Brothers	65.90%	2nd	= 160669/2	High Rate Rejected	High Rate Rejected
3	M/S Golden Builders	66.15%	3rd	= 160911/2	Highest rejected	Highest rejected

**Signatures of the Members of the committee**

  
Divisional Accountant

  
Executive Engineer  
(Buildings) Division  
Matiari


  
Superintending Engineer  
Works & Service Department  
Matiari


## BID EVALUATION REPORT

1. Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **Tc/G-55/50(N)** Dated: - 16-05-2012
3. Tender Description / Name of Work/ **Renovation / Rehabilitation of Dargah Hazrat Noohthiani @ Village Noohthiani District Matiari (Remaining Work)**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & id ND: dated 17-05-2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **04-06 -2012 - Provide details in separate form**
9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **04-06 -2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder <i>Sch. B = 1156/2</i>	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
	Mr. Shafiq-ur-Rehman Khaskeli	29.85% Except Non Sch: Item	1 st.	<i>=14486/2</i>	Lowest accepted	Lowest accepted
	M/S Nasir Builders	30.40% Except Non Sch: Item	2 nd.	<i>=14547/2</i>	High Rate Rejected	High Rate Rejected
	Mr. Khan Mohammad Babar	32.00% Except Non Sch: Item	3 rd.	<i>=14726/2</i>	Highest rejected	Highest rejected

**Signatures of the Members of the committee**

  
Divisional Accountant

  
Executive Engineer  
(Buildings) Division  
Matiari

  
Superintending Engineer  
works & Service Department  
Matiari



**OFFICE OF THE EXECUTIVE ENGINEER (BUILDINGS)  
WORKS & SERVICES DEPARTMENT  
DIVISION MATIARI**

No: IC/G-55 / 161 Dated: 18 / 7 / 2012

To,

The Manger (CB) Public Procurement,  
**KARACHI.**

Subject: **N.I.T Works Documents submission of the .**  
Reference: Your office letter No: /006 Dated: 02-07-2012

Find enclosed here with documents (2 No) N.I.T's shown as below  
for your kind information and further perusal please.

1. **N.I.T No IC/G-55/40 Dated: 09-05-2012 (Total 4 No works)**

From N.I.T Sr. No 1 to 4

**Documents**

1. Contact Evaluation form
2. Works Order
3. Contact Agreement
4. Bill Quantities (Sch: B)

2. **N.I.T No. IC/G-55/50(N) Dated: 16-05-2012 (Total 3 No. Works)**  
One un responded.

From N.I.T Sr. No 1 to 2

**Documents**

1. Contact Evaluation Form
2. Work Order
3. Contact Agreement
4. Bill Quantities (Sch: B)

This is for your kind information and record please. . .

**D.A/AS ABOVE**

**Executive Engineer**  
Buildings Division  
Matiari

Copy f.w.c.s to the Superintending Engineer Works & Services Department  
Matiari for information and further necessary action please.

**Executive Engineer**  
Buildings Division  
Matiari

SPPRA INWARD DIARY

No

Dated

Sindh Public Procurement

Regulatory Authority Govt. of Sindh

203 MA  
25/7



OFFICE OF THE EXECUTIVE ENGINEER (BUILDINGS)  
DIVISION WORKS & SERVICES MATIARI

No: TC/G-55/102 Dated: 11/6/2012

TO,

M/S Hassan Enterprises &  
Construction Co. Government  
Contractor.

Subject: Establishment of Public Library @ Matiari (Establishment Of Lawn & Plantation Of Trees

Reference: Your tender dated: 28-05-2012

B-1/11 tender for the work mentioned in the subject being the lowest is here accepted at 77.00% above (Seventy Seven Percent) above the schedule of rate 2004, as per rate entered in the schedule 'B'.

You are hereby directed to attend this office within 10 days to complete and sign the tender documents.

1. No premium shall be allowed on Non-Schedule items.
2. No separate payment for carriage of material will be made & the rates quoted by you covers the cost of all materials involved in the execution of the item/work.
3. All material required/procured & brought to site shall be got inspected and approved before use in the work.
4. No payment of extra items will be made unless; written order is given to you by the Executive Engineer Officer for execution of extra.
5. In case of schedule items the description of items given in the schedule 'B' shall be same as given in the relevant sanctioned schedule of rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is 03 Months and will be recognized w.e.f the actual date of start of work which is to be started within seven days from the date of issue of this letter. The earnest money deposited by you with the tender shall stand forfeited to Govt. in case you fail to start the work within the stipulated date of start of work.
8. The work shall be carried in conformity with nomenclature of the items as approved specification and shall be got tested to the satisfaction of the Department.
9. You will have to obtain the completion/fitness/taken over certificate from the in-charge of the building and submit to this office through the Assistant Engineer with the final bill. The payment of the final bill will not be released without certificate. You are directed to please contact the Assistant Engineer (Buildings) W & S Department Taluka Matiari, for necessary instructions regarding execution of work.

  
EXECUTIVE ENGINEER  
(Buildings) Division  
Works & Service Department  
Matiari.

Copy f.w.c's to the Superintending Engineer (W&S) Department Matiari for favor of the kind information.

Copy forwarded to the Assistant Engineer (Buildings) W&S Department Taluka Matiari, for favor of information and necessary instructions. The actual date of start of work may please be intimated soon after start of work.

  
EXECUTIVE ENGINEER  
(Buildings) Division  
Works & Service Department  
Matiari.



## Schedule B

Name of Work:

Establishment of of Public Library @ Matitari (East) of Lawn & Plantation of Trees) District Matitari

N.#	Description	Quantity	Rate	Unit	Amount
1	Supply Clean (River OR Pit Sand) (S.I. No. 36/P-7)	1725.00	Rs.	%CB	8,530.00
2	Leveling dressing and making lawns. (S.I. No. 42/P-109)	4725.00	Rs.	%SB	4,116.00
3	Turfing Lawns (Excluding Cost Turf)	2725.00	Rs.	%SB	7,718.00
4	Supplying Manure	102.00	Rs.	Card Lead	15,263.00
5	Trimming Slops of Banks or Lawns with grass rods by plunging, laying, setting and watering turf cut from within a distance of 5 miles and maintenance for 15 days (S.I. # 27 P. # 6)	4725.00	Rs.	%SB	27,443.60
<b>Total Part-A</b>					<b>Rs. 62,810.00</b>

### Non-Schedule Items

1	Providing the out door plants for planting in lawn i.e. the cost of digging and fitting the pits with soil earth & cost of planting (1 QR)	Nos.	Rs.	Lawn	Rs.	-
2	Providing the in door / out door plants / earthen plants i.e. cost of fixing (L.O.G)	Nos.	Rs.	Each	Rs.	-
<b>Total Part-B</b>					<b>Rs.</b>	<b>-</b>
<b>Total Part A+B</b>					<b>Rs.</b>	<b>62,810.00</b>

## Terms & Conditions

1. No Premium shall be allowed on item basis on market rate and sanctioned by the competent authority outside schedule of rate.
2. Nothing shall be paid on time of any material brought at the site of work including material carriage from Government store.
3. The material for use in the work of finished product can be get tested from an approved laboratory on the direction of District Officer Buildings. In charge are his representative in all expense in this connection. When such testing shall be done on the Contractor exclusively without re-imbursment claim against Government on the account.

*Asad*  
Contractor

*[Signature]*  
**EXECUTIVE ENGINEER**  
Buildings Division W&S  
Matitari

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) Name of the Organization/ Department Executive Engineer Building Division Mathari
- 2) Provincial / Local Govt./ Other Provincial
- 3) Title of Contract Estt. of Public Library at Mathari (Estt. of Lawn and plantation of Trees.
- 4) Tender Number Tc/G-55/40 dated 9.3.2012
- 5) Brief Description of Contract as above no. (3)
- 6) From that Approved the Scheme Sindh Govt.
- 7) Tender Estimated Value 300000/- three Lacs only
- 8) Engineer's Estimate 300000/-  
(For civil work only)
- 9) Estimated Completion period (As per contract) 3 months.
- 10) Tender opened on (Date & Time) 28-5-2012
- 11) Number of Tender Documents sold (Attach list of buyers) three nos.
- 12) Number of Bids Received three nos.
- 13) Number of Bidders present at the time of opening of Bids three
- 14) Bid Evaluation Report (Enclosed a Copy) \_\_\_\_\_
- 15) Name & Address of the Successful Bidders M/s Hassan Enterprises and Const. Co.,
- 16) Contract Award Price 3 Lacs only
- 17) Ranking of Successful Bidder in Evaluation Report (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation Sic)  
M/s Hassan Enterprises and Co.  
M/s Manir Builders  
M/s Golden Builders
- 18) Method of Procurement used: (Tick on)
- |   |                                     |                 |
|---|-------------------------------------|-----------------|
| a) Single stage - One Envelope Procedure      | <input checked="" type="checkbox"/> | Domestic/ Local |
| b) Single stage - Two Envelope Procedure      | <input type="checkbox"/>            |                 |
| c) Two stage - Bidding Procedure              | <input type="checkbox"/>            |                 |
| d) Two stage - Two Envelope Bidding Procedure | <input type="checkbox"/>            |                 |

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED I.E. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS.

19) Approving Authority for Award of Contract

XEN Bldg Division Mahan

20) Whether Procurement was included in Annual Procurement Plan?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) Advertisement

i) SPPRA Website  
(if yes, give date and SPPRA identification No.)

Yes	<input checked="" type="checkbox"/>	10-5-2012	
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No	<input type="checkbox"/>		
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ii) New Paper  
(if yes, give names of newspaper and dates)

Yes	<input type="checkbox"/>	-	
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No	<input type="checkbox"/>	-	
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22) Nature of Contract

Domestic / Local	<input checked="" type="checkbox"/>	Int'l	<input type="checkbox"/>
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23) Whether the Qualification Criteria was included in Bidding / Tender Documents?  
(if yes, enclosed a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) Whether the Bid Evaluation was included in Bidding / Tender Documents?  
(if yes, enclosed a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) Whether Approval of Competent Authority was obtained for using a Method other than open Competitive Bidding

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) Was Bid Security obtained from all the Bidders?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) Whether the Successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case Consultants)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) Whether THE Successful Bidder was technically Compliant?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) Whether the Names of the Bidder and their Quoted Prices were Read out at the names of opening of Bids?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) Whether the Evaluation Report given to Bidder before the award of Contract?  
(Attach copy of the Bid Evaluation Report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) Any Complaints Received  
(If yes, result there of)

Yes	
No	<input checked="" type="checkbox"/>

32) Any Deviation from Specification given in the Tender Notice / Documents  
(If yes, result there of)

Yes	
No	<input checked="" type="checkbox"/>

33) Was the Extension Made in response time?  
(If yes, result there of)

Yes	
No	<input checked="" type="checkbox"/>

34) Deviation from Qualification Criteria  
(If yes, result there of)

Yes	
No	<input checked="" type="checkbox"/>

35) Was it assured by the Procuring Agency that the selected firm is not Black listed?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) Was a visit made by any officer / Official of the Procuring agency to the supplier's Premises in connection with the Procurement? If so, details be ascertained regarding financing of visit if abroad?  
(If yes, result there of)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) Were Proper Safeguards Provided of Mobilization advance Payment in the Contract (Bank Guarantee etc.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) Special conditions, if any

Yes	
No	<input checked="" type="checkbox"/>

39) Date of Award of Contract: 11-6-2012

Signature & Official Stamp of  
Authorized Officer



**For Office Use Only**

**SPPRA, BLOCK NO: 8, SINDH SECRETRAIT NO. 4-A, Court Road, Karachi**

Tel: 021-9205369 & Fax: 021-9206291

Name of work: Estt. of Public Library at Marhoro  
(Estt. of Lawn and Plantation of Trees)

P.W.D. 287

①

P.W.D. Nos. 1912 of 6-4-33  
2-6-36, 1950-W of 27-9-37 (C.C.M.P.)  
and M. Dept. No. 383-P/31 of 5-11-37  
(P.W.D.) No. 5-173, 2-W of 22-2  
(P.W.D.) No. 1038-1 of 22-  
12-40 and 2-5-44 6-4-W of 22-3  
12-10-41, and 2-5-44, 6-5-W 1038/11-1  
23-3-49, 5-47-W 7 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Single Rate Tender and Contract  
for works

Estimate: 300000/00

General Rules and Directions for the Guidance of Contractors

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

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

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

3. Receipts for payments made on account of any work by a firm, shall also be signed by all the partners, except where it is described in their tender as a firm, in which case it can be signed in the name of the firm by one of the partners, or by persons having authority to give official receipts for the work.

4. Any person who submits a tender shall fill up the form stating at what percentage above or below the rates specified in the memorandum showing items of work to be carried out;

he take the work. Only one rate of such percentage, on all the items 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 be accepted. No principal form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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



Executive Engineer  
Buildings Division  
P.W.D. Department

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

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury at sub-Treasury at \_\_\_\_\_ in respect of \_\_\_\_\_ of Rs. \_\_\_\_\_ is herewith forwarded representing the full value of \_\_\_\_\_ (a) the full value of which is to be absolutely forfeited in case of non-deposit of 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 returned by the 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. \*\*

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_  
(Witnesses \*\*\*)  
(Address)  
(Occupation)

The above tender is hereby accepted by me on behalf of the Government of Snd.  
Executive Engineer

Division for his duly authorized Assistant

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Condition of Contract

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

\*Amount to be specified in words and figures

\*\*Strike out (a) if not a security deposit is to be taken.

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

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

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

\*Signature of Receiver by witness

Executive Engineer

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

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

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the 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 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 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

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

Clause 5. In the event of 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.

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

Executive Engineer  
[Signature]

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. Any part thereof in any respect or the accuracy of any claim may shall be determined 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 the 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 in the 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 authorized 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 frequently.

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 therefor 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 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 materials.

Stores supplied by Government

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and shall be responsible for materials and all other matters connected with the execution of the work as may be judged in the office of the Executive Engineer and as directed by the parties, the specification being a part of the contract. The contractor shall also

Works to be executed in the most substantial and workmanlike manner and shall be responsible for materials and all other matters connected with the execution of the work as may be judged in the office of the Executive Engineer and as directed by the parties, the specification being a part of the contract.

Executive Engineer  
Engineering Division  
Public Works Department  
Madurai



But 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 and 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 labor etc 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 and 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 or 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 contiguous 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 completion.

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 as 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, materials, scaffolding, etc.

Executive Engineer  
Buildings Division  
Works and Services Section

the work 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 17.- 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.

None payable by way of compensation in the event of cancellation of contract with cost reference to actual cost.

Clause 18.- 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.

Change in the constitution of firm to be notified

Clause 19.- 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 20.- 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, interpretation thereof and as to the quality of workmanship, or material used on the work or as to any other question, claim, title, matter, or thing whatsoever in any way arising out of, or relating to, the contract, designs, drawings, specifications, conditions, instructions, orders or other conditions or otherwise concerning the work, or the execution or completion of the same, whether arising during the progress of the work, or at the completion or afterwards in law.

Decision of Superintending Engineer to be final

Clause 21.- 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 required 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 cartage and all other expenses whatsoever, which shall have been incurred by obtaining delivery of the same at the stores aforesaid.

Stores and articles of European or American manufacture to be obtained from Government

Clause 22.- 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 of 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 herein 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 payable in respect of work not capable of measurement

Clause 23.- In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Work to be carried out in accordance with Divisional specification

*Handwritten signature*

Executive Engineer  
Muziris Division  
1914

**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 work and by 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 sum due 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 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.

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

**Clause 52.** "If any question, difference or objection whatsoever shall arise in any way connected 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 on any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

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

Divisional Accountant.

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

Contractor.

Executive Engineer,

Executive Engineer,  
Division

Executive Engineer  
Engineering Division  
Head Office, Government  
P. W. D.





**OFFICE OF THE EXECUTIVE ENGINEER (BUILDINGS)  
DIVISION WORKS & SERVICES MATIARI**

No: TC/G-55 / 10 / Dated: 11 / 6 / 2012

TO,

M/S Sayed Bachal Shah & Sons  
Government Contractor.

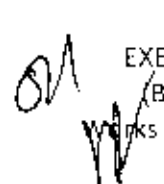
Subject: Providing Lack Facilities Zaila Nazim / Dco Office Matiari (External Road & Pat

Reference: Your tender dated: 28-05-2012

B-1/II tender for the work mentioned in the subject being the lowest is here accepted at 94.00% above (Ninty Four Percent) above the schedule of rate 2004, as per rate entered in the schedule 'B'.


You are hereby directed to attend this office within 10 days to complete and sign the tender documents.

1. No premium shall be allowed on Non-Schedule items.
2. No. separate payment for carriage of material will be made & the rates quoted you covers the cost of all materials involved in the execution of the item/work.
3. All material required/procured & brought to site shall be got inspected & approved before use in the work.
4. No payment of extra items will be made unless; written order is given to you the Executive Engineer Officer for execution of extra.
5. In case of schedule items the description of items given in the schedule 'B' are same as given in the relevant sanctioned schedule of rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done & paid for.
7. Time allowed for completion of the work is 06 Months and will be recognized w.e.f the actual date of start of work which is to be started within seven days from the date of issue of this letter. The earnest money deposited by you with the tender shall stand forfeited to Govt. in case you fail to start the work within the stipulated date of start of work.
8. The work shall be carried in conformity with nomenclature of the items as approved specification and shall be got tested to the satisfaction of the Department.
9. You will have to obtain the completion/fitness/taken over certificate from the in charge of the building and submit to this office through the Assistant Engineer with the final bill. The payment of the final bill will not be released without certificate. You are directed to please contact the Assistant Engineer (Buildings) W & Department Taluka Matiari, for necessary instructions regarding execution of work.

  
EXECUTIVE ENGINEER  
(Buildings) Division  
Works & Service Department  
Matiari.

Copy f.w.c's to the Superintending Engineer (W&S) Department Matiari for favor of kind information.

Copy forwarded to the Assistant Engineer (Buildings) W&S Department Taluka Hala/Matiari, for favor of information and necessary instructions. The actual date of start work may please be intimated soon after start of work.

  
EXECUTIVE ENGINEER  
(Buildings) Division  
Works & Service Department  
Matiari.

## Schedule 'B'

Work: Providing Lacking Facilities at Zila Nazim / D.C.O. Office at Matiari


#	Description	Quantity	Rate	Unit	Amount
1	Concrete concrete brick of stone ballast 1-4:2" thick to 2 gauge ratio 1:4:8 (S.I.No.40/9/16).	9321.00	Rs. 3584.10	5941.10 %cfr	Rs. 334,074.00
<b>Total</b>					<b>334,074.00</b>

### Terms & Conditions

1. No Premium shall be allowed on item basis or market rate and sanctioned by the competent authority at site schedule of rate.
2. Nothing shall be paid carriage of any material brought on the site of work including material carriage from Government store.
3. The material for use in the work or finished product can be get tested from an approved laboratory or the direction of District Officer (Buildings) in charge and his representative in all expense in this connection with such testing shall be born on the Contractor exclusively without reimbursement claim against Government on the account.



Contractor



EXECUTIVE ENGINEER  
Buildings Division W&S  
Matiari

**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONTRACT EVALUATION FORM**

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) Name of the Organization/ Department Executive Engineers Bldg: Divn: Matiari
- 2) Provincial / Local Govt:/ Other District Government
- 3) Title of Contract Providing Laund facilities Zila Napim / D.C.O office Matiari (Ext Road and Path)
- 4) Tender Number TC/G-55/40 dated 9-5-2012
- 5) Brief Description of Contract as above (S.M.3)
- 6) From that Approved the Scheme District Government
- 7) Tender Estimated Value 800000/-
- 8) Engineer's Estimate (For civil work only) 832000/-
- 9) Estimated Completion period (As per contract) 6 months
- 10) Tender opened on (Date & Time) 28-5-2012
- 11) Number of Tender Documents sold (Attach list of buyers) Three
- 12) Number of Bids Received Three
- 13) Number of Bidders present at the time of opening of bids Three
- 14) Bidding Evaluation Report (Enclosed a Copy) \_\_\_\_\_
- 15) Name & Address of the Successful Bidders Mr. Syed Baqhal Shah and Sons
- 16) Contract Award Price 832000/-
- 17) Ranking of Successful Bidder in Evaluation Report (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation Bid)  
Mr. Syed Baqhal Shah and Sons  
M/s. Al-Fateh Const. Co,  
Mr. Abdul Puggale Mulla
- 18) Method of Procurement used:- (Tick on)
- |   |                                     |                        |
|---|-------------------------------------|------------------------|
| a) Single stage One Envelope Procedure      | <input checked="" type="checkbox"/> | <b>Domestic/ Local</b> |
| b) Single stage Two Envelope Procedure      | <input type="checkbox"/>            |                        |
| c) Two stage - Bidding Procedure            | <input type="checkbox"/>            |                        |
| d) Two stage Two Envelope Bidding Procedure | <input type="checkbox"/>            |                        |

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED I.E. EMERGENCY, DIRECT CONTRACTING ETC WITH BRIEF REASONS.

19) Approving Authority for Award of Contract

XEN Bids Division Matiani

20) Whether Procurement was included in Annual Procurement Plan?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) Advertisement

i) SPPRA Website  
(If yes, give date and SPPRA identification No:

Yes	<input type="checkbox"/>	10-5-2012	<input type="checkbox"/>
No	<input type="checkbox"/>		<input type="checkbox"/>

ii) New Paper  
(If yes, give names of newspaper and dates

Yes	<input type="checkbox"/>		<input type="checkbox"/>
No	<input type="checkbox"/>		<input type="checkbox"/>

22) Nature of Contract

Domestic / Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) Whether the Qualification Criteria was included  
in Bidding / Tender Documents?  
(If yes, enclosed a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) Whether the Bid Evaluation was included  
in Bidding / Tender Documents?  
(If yes, enclosed a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) Whether Approval of Competent Authority was obtained for using a  
Method other than open Competitive Bidding

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) Was Bid Security obtained from all the Bidders?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) Whether the Successful Bid was lowest evaluated  
Bid / Best Evaluated Bid (in case Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) Whether THE Successful Bidder was technically  
Compliant?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) Whether the Names of the Bidder and their Quoted Prices were  
Read out at the names of opening of Bids?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) Whether the Evaluation Report given to Bidder before the award  
of Contract?  
(Attach copy of the Bid evaluation Report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------



31) Any Complaints Received  
(If yes, result there of)

Yes	
No	<input checked="" type="checkbox"/>

32) Any Deviation from Specification given in the Tender Notice / Documents  
(If yes, result there of)

Yes	
No	<input checked="" type="checkbox"/>

33) Was the Extension Made in response time?  
(If yes, result there of)

Yes	
No	<input checked="" type="checkbox"/>

34) Deviation from Qualification Criteria  
(If yes, result there of)

Yes	
No	<input checked="" type="checkbox"/>

35) Was it assured by the Procuring Agency that the selected firm is not Black listed?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) Was a visit made by any officer / Official of the Procuring agency to the supplier's Premises in connection with the Procurement? if so, details be ascertained regarding financing of visit if abroad?  
(If yes, result there of)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) Were Proper Safeguards Provided of Mobilization advance Payment in the Contract (Bank Guarantee etc.)?

Yes	<input checked="" type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	-------------------------------------	----	-------------------------------------

38) Special conditions, if any

Yes	
No	<input checked="" type="checkbox"/>

39) Date of Award of Contract: 11-6-2012

Signature & Official Stamp of Executive Engineer  
Authorized Officer

Works Department  
Muzaffargarh

For Office Use Only

**SPPRA, BLOCK NO: 8, SINDH SECRETRAIT NO. 4-A, Court Road, Karachi**

Tel: 021-9705369 & Fax: 021-9206291

Name work: -

Providing, lack facilities Zila Nagina IDCO office Matiana

S.P. (P.W.D.) No. 105-11-94 (P.W.D.) No. 105-11-94

P.W.D. 28/

(CENT: Road Paths)

G. R. P. W. D. No. 7918 of 6-4-55

FORM B-1

Sect of 5-6-36, 1950 W of 27-2-57, G.I.M.P. and M. 10-30-16, 30-1-33 to 2-11-37 (P.W.D.) No. 8-17, 2-W of 22-2-30, 1. Ra (P.W.D.) No. 1018-1 of 22-2-57 12-10-44 and 2-5-44, 654-49 of 22-2-59 12-10-44, and 2-5-44, 654-49 of 22-2-59 28-3-49, 2-4-49 W 2 of (2-12-50)

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Percentage Rate Tender and Contract for works

Estimate Cost Rs 832100/-

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of cash or 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 bids. It will also state whether a refund of quarry fees, royalties, cartage 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.

2. In the event of the tender being submitted by a firm, it shall 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 office, authorizing him to do so.

3. Receipts for payments made on account of any work, whether by a firm, shall also be signed by all the partners, except where the terms are described in the tender as a firm, in which case they shall be signed in the name of the firm or one of the partners, or by persons having authority to give official receipts for the firm.

4. Any person who submits a tender shall fill up the usual proforma stating at what percentage above or below the rates specified in the memorandum showing items of work to be carried out, he is willing to take the work. Only one rate of each percentage, on all the items to be formed. 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. The printed form of tender shall include a tender for one or more works, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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

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



Let's GOVT



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to be applicable, and in default thereof to forfeit and pay to Government the sum of money mentioned in the said conditions.

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury or sub-treasury at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing the earnest money (or) the full value of

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Witness: \*\*\*  
(Address)  
(Occupation)

\*Amount to be specified in words and figures  
\*\*Strike out (a) if not cash security deposit to be taken.  
\*\*\*Strike out (b) if any cash security deposit to be taken.  
\*\*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.  
Executive Engineer

Division (or his duly authorized Assistant)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

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 up to and upon a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer a cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) permit Government at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him,) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit; *Provided* always that in the event of the contract or depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited will not amount to \_\_\_\_\_ percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of \_\_\_\_\_ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which he 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 recovered into interest-bearing securities provided that the depositor has expressly desired this in writing.

Signature of the officer by whom accepted.

Security Deposits.

66



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

Contractor remains liable to pay compensation, if action not taken under clause 2 and 4.

Power to take possession of tools, plant, materials, or stores, if required by the contractor's failure.

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Executive Engineer  
Public Works Department  
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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 amount of any claim; nor shall it constitute, determine or affect 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 the 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 interim or account bills.

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

*Clause 10.*—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized 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.

Bill 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 it is specified 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 thereon 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 misused 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 or damage to any such materials.

Stores supplied by Government.

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

Work to be executed in accordance with specifications and drawings under plan.



Executive Engineer  
[Signature]

that any materials or articles provided by him for the execution of the work are sound, 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 withstanding 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 reconstruct 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 see fit to do so.

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 and 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 or 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 or grass land or cultivated ground contiguous 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 requisites 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 system as to which

Contractor to supply plant, tools, scaffolding, etc.



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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 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 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 line 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 the 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 herebefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, then, 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 value 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 of 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 to be paid at the same rates as are payable under this contract.

Clause 33. In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Work done in accordance with specifications.

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Executed on 10/10/1919. [Handwritten signature]

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

Certificates for concessionary freight charges from the Railway.

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

Preference 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 bidding.

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

Payment of Sales Tax.

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

Interest or share of 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 order, 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 connected 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 and 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, 1930, wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer,

Chief Engineer,

Government

Signature



Executive Engineer

Signature



SCHEDULE, B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	Pcs.		

Note 1--All work shall be carried out as per Public Works Department's Head-book and other specifications of the Division or as directed.

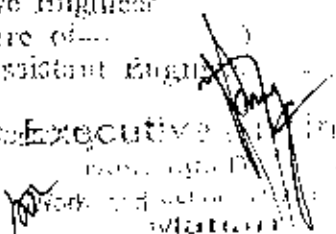
Note 2--All the columns in the Schedule should be filled in, in ink and the total of the entries in the last column should be struck by the contractor under his signature.

Note 3--Rates quoted include clearance of site (prior to commencement of Work and at its close) in all respects and hold good work under all conditions. Site moisture, weather, etc.

Signature of Contractor




Executive Engineer  
(Signature of...)  
Assistant Engineer



Note--If found necessary use additional sheets if found necessary. Executive Engineer



OFFICE OF THE EXECUTIVE ENGINEER (BUILDINGS)  
DIVISION WORKS & SERVICES MATIARI

No: TC/G-55 / 103 Dated: 11/6/2012

TO,

M/S Asghar Electric Works,  
Government Contractor.

Subject: Construction of Social Welfare Centre @ Hala District Matiari (E.I Work)

Reference: Your tender dated: 28-05-2012

B-1/II tender for the work mentioned in the subject being the lowest is here accepted at 19.85% above (Nineteen Point Eighty Five Paise Percent) above the schedule rate 2004, as per rate entered in the schedule 'B' & Quoted Rates on Part B.

You are hereby directed to attend this office within 10 days to complete & sign the tender documents.

1. No premium shall be allowed on Non-Schedule items.
2. No. separate payment for carriage of material will be made & the rates quoted you covers the cost of all materials involved in the execution of the item/work.
3. All material required/procured & brought to site shall be got inspected & approved before use in the work.
4. No payment of extra items will be made unless; written order is given to you the Executive Engineer Officer for execution of extra.
5. In case of schedule items the description of items given in the schedule 'B' is same as given in the relevant sanctioned schedule of rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done & paid for.
7. Time allowed for completion of the work is 02 Months and will be recognized w.e.f the actual date of start of work which is to be started within seven days from the date of issue of this letter. The earnest money deposited by you with the tender shall stand forfeited to Govt. in case you fail to start the work within the stipulated date of start of work.
8. The work shall be carried in conformity with nomenclature of the items & approved specification and shall be got tested to the satisfaction of the Department.
9. You will have to obtain the completion/fitness/taken over certificate from the charge of the building and submit to this office through the Assistant Engineer with the final bill. The payment of the final bill will not be released without certificate. You are directed to please contact the Assistant Engineer (Buildings) W & S Department Taluka Matiari, for necessary instructions regarding execution of work.

  
EXECUTIVE ENGINEER  
(Buildings) Division  
Works & Service Department  
Matiari

Copy f.w.c's to the Superintending Engineer (W&S) Department Matiari for favor of the kind information.

Copy forwarded to the Assistant Engineer (Buildings) W&S Department Talu Hala/Matiari, for favor of information and necessary instructions. The actual date of start of work may please be intimated soon after start of work.

  
EXECUTIVE ENGINEER  
(Buildings) Division  
Works & Service Department  
Matiari

## SCHEDULE "B"

AME OF WORK: Cont. of Social welfare Centre at Hala  
Dist. Mahan' (E.I. work)

### PART 'A' SCHEDULE ITEMS

S. No.	DESCRIPTION	QUANTITY	RATE	UNIT	AMOUNT
01	Wiring for light or fan point with 1/1.13(3/029) PVC Ins. wire 2 PVC casing capping on surface as required. (S.I.No.18-P-3)	50 Point	538/51	Each	26926/2
02	Wiring for Call bell point with 1/1.13(3/029) PVC Ins. wire in 20mm 2" PVC Conduit recessed in the wall or columns as required. (S.I.No.12-P-2)	2 Point	469/49	Each	939/2
03	Wiring for plug point with 1/1.13(3/029) PVC Insulated wire 2 PVC casing capping on surface as required. (S.I.No.20-P-7)	12 Point	269/03	Each	3228/2
04	Wiring for main with 2-7/029 PVC insulated wire in casing at capping as required. (S.I.No.72-P-8)	300 RB	28/38	FRG	8514/2
05	Wiring for main with 2-7/044 PVC insulated wire in casing and capping as required. (S.I.No.74-P-8)	450 RB	37/86	FRG	17037/2
06	P.P.A.C one way 5 P 5 amps switch as required. (S.I.No.7-P-6)	50 Nos	64/00	Para	3200/2
07	P.P. Push type 2-pin 5 amps plug socket switch as required. (S.I.No.11-P-10)	-	90/48	Para	-
08	P.P.A.C 3-pin 15 amps plug socket switch as required. (S.I.No.20-P-7)	3 Nos	186/67	Para	560/2
09	P.P. Hinged type double S.W. fitted to accommodate main switch as required. (S.I.No.2-P-13)	-	116/88	P.Stt	-
10	P.P. R.C. base line type letter holder as required. (S.I.No.1-P-14)	-	53/66	Para	-
11	P.P. 1/2" steel bar for clamps 15.8mm (5/8") dia suitable for R.C.C. roof. (S.I.No.1(C)-P-14)	9 Nos	141/01	Para	1269/2
12	P.P. S.W canopy base and back for ceiling rose on S.W. lines. (S.I.No.30-D)-P-14)	15 Nos	44/00	Para	660/2
13	Fixing of ceiling fan regulator on metal board recessed in the wall. (S.I.No.2-P-14)	9 Nos	124/00	Para	1119/2
14	Construction of give ceiling for the wiring of down rod as required. (S.I.No.1-P-14)	-	82/16	Para	-
15	P.P. circuit breaker 6 amps to 33 amps as required. (S.I.No.1-P-20)	6 Nos	44/00	Para	2652/2

17	1/2" circuit breaker 6 amps to 63 amps double pole as required (S.I.No.2 P.20)	1	Nos	24800	P.no	2480/-
18	P.V. Main Panel board double starter to accommodate heavy duty circuit breaker bus bar etc painting with enamelized paint (S.I.No.8 P.13)	2.50	Sq	142600	P.No	35650/-
18	P.V. 140 watts tube light complete with 40 watt 5' long for Clock starter and party as required (S.I.No.1-P.35)	-	Nos	29600	P.no	-
19	P.V. Energy saver of superior quality as required (S.I.No.6-P.33)	20	Nos	29700	P.no	5940/-
				<b>Total</b>	<b>Rs =</b>	<b>87640/-</b>
<b>Non. Sch. items</b>						
20	Supply of ceiling fan Pak/Asia 56" sweep complete in all respect as required	9	Nos	4000/-	P.no	36000/-
21	P.V. breaker for complete fix fixing as required (Pak/Royal)	6	Nos	3400/-	P.no	20400/-
<b>TOTAL:</b>					<b>Rs:</b>	<b>52400/-</b>

*Carbach*

*[Signature]*  
 Executive Engineer  
 Water Supply Department

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) Name of the Organization/ Department Executive Engineer Building Divn: Matiari
- 2) Provincial/ Local Govt./ Other District Government
- 3) Title of Contract Const. of Social welfare Centre at Hala District Matiari (E.I work)
- 4) Tender Number TC/G-55/40 dt: 9.5.2012
- 5) Brief Description of Contract as above in (3)
- 6) From that Approved the Scheme District Government
- 7) Tender Estimated Value 100000/-
- 8) Engineer's estimate (For civil work only) 153234/-
- 9) Estimated Completion period (As per contract) 2 months
- 10) Tender opened on (Date & Time) 28-5-2012
- 11) Number of Tender Documents sold (Attach list of buyers) three
- 12) Number of Bids Received three
- 13) Number of Bidders present at the time of opening of Bids three
- 14) Bid Evaluation Report (Enclosed a Copy) \_\_\_\_\_
- 15) Name & Address of the Successful Bidders M/s Asghar Elect. works.
- 16) Contract Award Price 153234/-
- 17) Ranking of Successful Bidder in Evaluation Report (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation Bid)  
M/s Asghar Elect works  
M/s AL-Fateh Const. Co.  
M/s Nasir Builders
- 18) Method of Procurement used- (Tick on)
- |   |                                     |
|---|-------------------------------------|
| a) Single stage - One Envelope Procedure      | <input checked="" type="checkbox"/> |
| b) Single stage - Two Envelope Procedure      | <input type="checkbox"/>            |
| c) Two stage - Bidding Procedure              | <input type="checkbox"/>            |
| d) Two stage - Two Envelope Bidding Procedure | <input type="checkbox"/>            |

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED (IE EMERGENCY, DIRECT CONTRACTING ETC) WITH BRIEF REASONS.

19) Approving Authority for Award of Contract XEN Blage Division Matiam

20) Whether Procurement was included in Annual Procurement Plan?  
 Yes  No

21) Advertisement

i) SPPRA Website  
(If yes, give date and SPPRA Identification No:  
 Yes  No  
10-5-2012

ii) New Paper  
(If yes, give names of newspaper and dates  
 Yes  No

22) Nature of Contract  
 Domestic / Local  Int.

23) Whether the Qualification Criteria was included in Bidding / Tender Documents?  
(if yes, enclosed a copy)  
 Yes  No

24) Whether the Bid Evaluation was included in Bidding / Tender Documents?  
(if yes, enclosed a copy)  
 Yes  No

25) Whether Approval of Competent Authority was obtained for using a Method other than open Competitive Bidding  
 Yes  No

26) Was Bid Security obtained from all the Bidders?  
 Yes  No

27) Whether the Successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case Consultants)  
 Yes  No

28) Whether THE Successful Bidder was technically Compliant?  
 Yes  No

29) Whether the Names of the Bidder and their Quoted Prices were Read out at the names of opening of Bids?  
 Yes  No

30) Whether the Evaluation Report given to Bidder before the award of Contract?  
(Attach copy of the Bid Evaluation Report)  
 Yes  No

31) Any Complaints Received  
(If yes, result there of)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

32) Any Deviation from Specification given in the Tender Notice / Documents  
(If yes, result there of)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

33) Was the Extension Made in response time?  
(If yes, result there of)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

34) Deviation from Qualification Criteria  
(If yes, result there of)

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

35) Was it assured by the Procuring Agency that the selected firm is not Black listed?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) Was a visit made by any officer / Official of the Procuring agency to the supplier's Premises in connection with the Procurement? If so, details be ascertained regarding financing of visit if abroad?  
(If yes, result there of)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) Were Proper Safeguards Provided of Mobilization advance Payment in the Contract  
(Bank Guarantee etc.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) Special conditions, if any

Yes	<input type="checkbox"/>
No	<input checked="" type="checkbox"/>

39) Date of Award of Contract: 11-6-2012

Signature & Official Stamp of:  
Authorized Officer

Who's

For Office Use Only

**SPPRA, BLOCK NO: 8, SINDH SECRETRAIT NO. 4-A, Court Road, Karachi**  
Tel: 021-9205360 & Fax: 021-9206291

Name of contractor: - M/s Aghas Elect. works

P.W.D. 287

33

103 R. P.W.D. Nos. 7918 of 6-4-35  
84 of 2-6-36, 1950-W of 27-9-37, C.E.M.P.  
and M. Dept. No. 383-P/37 of 9-11-37  
(P.W.D.) No. 5-173, 2-W of 22-2  
(P.W.D.) No. 1038-1 of 22-2  
12-10-34 and 2-5-44 64-W of 22-2  
17-10-41, and 2-5-44, 65-W 1038/11-1  
28-5-49, 2-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Name of work: - Cont. of Social welfare Center at Hela.  
BSCW, Muzaffar CE, J. work

Percentage Rate Tender and Contract for works

153234

General Rules and Directions for the Guidance of Contractors

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

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

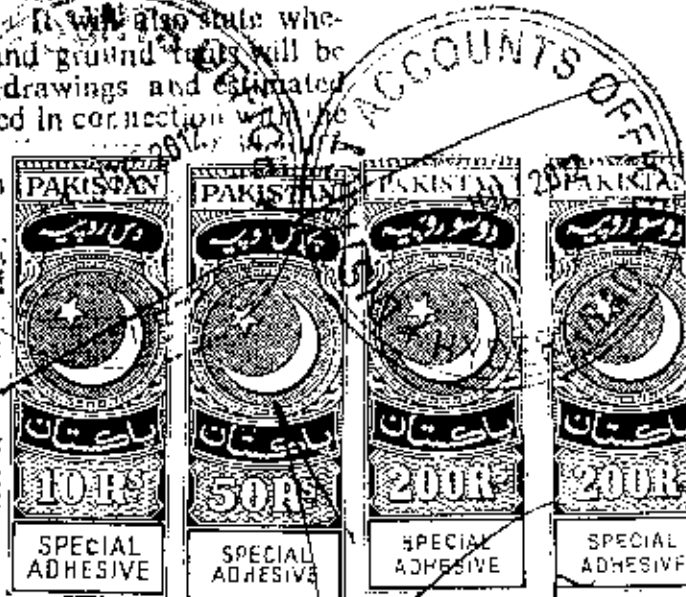
2. In the event of the tender being submitted separately by each partner thereof, or in the case of a firm, it shall be signed on his behalf by a partner authorizing him to do so.

3. Receipts for payments made on account of work by a firm, shall also be signed by all the partners, if the partners are described in their tender as a firm, in which case they shall be signed in the name of the firm by one of the partners having authority to give official receipts.

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

5. The Executive Engineer or his duly 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 same.

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



Executive Engineer

Public Works Department  
Muzaffargarh



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

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury of sub-Treasury at \_\_\_\_\_ in respect of \_\_\_\_\_ of Rs. \_\_\_\_\_ is herewith forwarded representing the interest on account (a) the full value of which is to be absolutely forfeited to Government on the date of non-deposit of 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)

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

Executive Engineer

Division (or his duly authorized Assistant)

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

Condition of Contract

Clause 1.—The Person whose tender may be accepted (hereinafter called the contractor) shall (A) [ (within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender ) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit); Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to \_\_\_\_\_ percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of \_\_\_\_\_ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation office 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.

\*Amount to be specified in words and figures

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

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

\*\*Signature of contractor or his duly authorized Assistant

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

\*\*Signature of the officer by whom accepted.

and by the...

Executive Engineer

Buildings Division  
Public and Services Department

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

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

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum 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 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 (r) 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.

Clause for exercising the power to take possession of or sell the contractor's plant.

Power to take possession of or sell the contractor's plant.

Executive Engineer  
Public Works Department

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 by any part thereof in any respect or the accuracy of any claim; nor shall it include, 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 the 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 discretion 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 before a subordinate to measure up the said work in the presence of the contractor or his authorized 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 changes 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 or 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 therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and best practice regarding materials and all other matters in detail concerning which no special specification is given in the office of the Executive Engineer and in all matters not specified in the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with best practice regarding materials and all other matters in detail concerning which no special specification is given in the office of the Executive Engineer.

*[Handwritten signature]*

Executive Engineer  
Buildings Division  
Works and Buildings  
Muzaffargarh

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 and 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 contiguous 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 completion.

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, tools, scaffolding, etc.

Executive Engineer

Buildings Division

Public Works Department

Government of India

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 2 hereof 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 to actual cost.

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

Lump sums in estimate to be paid as per certificate

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Actual work as per specification

Executive Engineer  
Superintending Engineer  
District Engineer  
District Engineer

**Clause 45.**— If any materials, such as structural 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 and by enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificates for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

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

**Clause 52.** "If any question, difference or objection whatsoever shall arise in any way connected 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.

Executive Engineer,

Executive Engineer,  
Division

Executive Engineer  
Buildings Division  
and  
1950

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates		Unit	Total amount according to estimated quantities	
			In figures				In words
			Rs.	Ps.			

- Note 1—All work shall be carried out as per Public works Department's Head-book and other specifications of the Division or as directed.
- Note 2—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last column should be struck by the contractor under his signature.
- Note 3—Rates quoted include clearance of site (prior to commencement of Work and at its close) in all respects and hold good work under all conditions. Site moisture, Weather, etc

Signature of Contractor)

Executive Engineer  
(Signature of \_\_\_\_\_)  
Assistant Engineer

Note—To be continued on additional sheets if found necessary

Executive Engineer  
Sunderbans  
Works and Services Branch



OFFICE OF THE EXECUTIVE ENGINEER (BUILDINGS)  
DIVISION WORKS & SERVICES MATIARI

No: TC/G-55 / 104 Dated: 11/6 / 2012

TO,

MR, SHAFIQ-UR-REHMAN  
GOVERNMENT CONTRACTOR

Subject: Establishment of Public Library at Matiari (Community Hall back and side path)

Reference: Your tender dated: 28-05-2012

B-1/11 tender for the work mentioned in the subject being the lowest is hereby accepted at Part-A79.85% above (Seventy Nine point Eighty Five Paise Percent) above the schedule of rate 2004, as per rate entered in the schedule 'B'

You are hereby directed to attend this office within 10 days to complete and sign the tender documents.

1. No premium shall be allowed on Non-Schedule items.
2. No. separate payment for carriage of material will be made & the rates quoted by you covers the cost of all materials involved in the execution of the item/work.
3. All material required/procured & brought to site shall be got inspected and approved before use in the work.
4. No payment of extra items will be made unless; written order is given to you by the Executive Engineer Officer for execution of extra.
5. In case of schedule items the description of items given in the schedule 'B' are same as given in the relevant sanctioned schedule of rates.
6. Income Tax at 6% will be deducted from the bills on the value of work done and paid for.
7. Time allowed for completion of the work is 03 Months and will be recognized w.e.f the actual date of start of work which is to be started within seven days from the date of issue of this letter. The earnest money deposited by you with the tender shall stand forfeited to Govt. in case you fail to start the work within the stipulated date of start of work.
8. The work shall be carried in conformity with nomenclature of the items and approved specification and shall be got tested to the satisfaction of the Department.
9. You will have to obtain the completion/fitness/taken over certificate from the in-charge of the building and submit to this office through the Assistant Engineer with the final bill. The payment of the final bill will not be released without certificate. You are directed to please contact the Assistant Engineer (Buildings) W & S Department Taluka Matiari, for necessary instructions regarding execution of work.

  
EXECUTIVE ENGINEER  
(Buildings) Division  
Works & Service Department  
Matiari

Copy f.w.c's to the Superintending Engineer (W&S) Department Matiari for favor of kind information.

Copy forwarded to the Assistant Engineer (Buildings) W&S Department Taluka Hala/Matiari, for favor of information and necessary instructions. The actual date of start of work may please be intimated soon after start of work.

  
EXECUTIVE ENGINEER  
(Buildings) Division  
Works & Service Department  
Matiari



## Schedule B

Nature of Work:


### Establishment of Public Library @ Matari (Community Hall Back & Side Path)

Sl. No.	Description	Quantity	Unit	Rate	Unit	Amount
1.	Excavating and mounding earth in hard soil surplus earth from foundation and excavation of 110 up to 5' 3" (S.I. No. 217/5)	3287.00	Cft	Rs. 1488.50	%Cft	Rs. 9,784.00
2.	Excavation in foundation of building, bridge and other structure including deepening drainage, refilling and concrete with excavated earth, mounding and mounding (S.I. No. 217/5) (S.I. No. 180/C-1)	157.00	Cft	Rs. 1306.80	%Cft	Rs. 205.00
3.	Concrete work of slab of concrete (1.2" thick to 7 gauge wire) (S.I. No. 111/10)	888.00	Cft	Rs. 3584.00	%Cft	Rs. 31,827.00
4.	Precast work in foundation and plinth in concrete (1.6)	157.00	Cft	Rs. 3865.15	%Cft	Rs. 6,068.00
5.	Concrete work of wall including compounding masonry and casting complex (1.5) masonry, mounding complete and washing in stone aggregate without shuttering (S.I. No. 111/10)	654.00	Cft	Rs. 5944.00	%Cft	Rs. 38,855.00
<b>Total</b>						<b>Rs. 86,739.00</b>

### Terms & Conditions

1. No Party shall be allowed on item basis or market rate and sanctioned by the competent authority out side schedule of rate.
2. No party shall be paid cartage of any material brought in the site of work including material cartage from Government store.
3. The material for use in the work or finished product can be get tested from an approved laboratory on the direction of District Officer Buildings in charge and his representative in all expense in this connection with such testing shall be born on the Contractor exclusively without reimbursement claim against Government on the account.

  
 Contractor

  
 EXECUTIVE ENGINEER  
 Buildings Division W&S  
 Matari

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) Name of the Organization/ Department Executive Engineer Building Division Matiani
- 2) Provincial/ Local Govt./ Other Provincial
- 3) Title of Contract Estt. of Public Library at Matiani  
(Community Hall Back and Path)
- 4) Tender Number TC/G-55/40 dt. 9.5.2012
- 5) Brief Description of Contract as above no. (3)
- 6) From that Approved the Scheme Sindh Government
- 7) Tender Estimated Value 300000/-
- 8) Engineer's Estimate (for civil work only) 266800/-
- 9) Estimated Completion period (As per contract) 3 months
- 10) Tender opened on (Date & Time) 21-5-2012
- 11) Number of Tender Documents sold (Attach list of buyers) three
- 12) Number of Bids Received three
- 13) Number of bidders present at the time of opening of Bids three
- 14) Bid Evaluation Report (Enclosed a Copy) \_\_\_\_\_
- 15) Name & Address of the Successful bidders Mr. Shajiq-ur-Rahman
- 16) Contract Award Price 266800/-
- 17) Ranking of Successful Bidder in Evaluation Report (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Evaluation Bid) Mr. Shajiq-ur-Rahman  
Mr. Khan Mubeen  
Ms. Wasir Bimbles
- 18) Method of Procurement used: (Tick on)
- |   |                                     |
|---|-------------------------------------|
| a) Single stage - One Envelope Procedure      | <input checked="" type="checkbox"/> |
| b) Single stage - Two Envelope Procedure      | <input type="checkbox"/>            |
| c) Two stage Bidding Procedure                | <input type="checkbox"/>            |
| d) Two stage - Two Envelope Bidding Procedure | <input type="checkbox"/>            |

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED IN EMERGENCY, DIRECT CONTRACTING ETC WITH BRIEF REASONS.

19) Approving Authority for Award of Contract Executive Engineer

20) Whether Procurement was included in Annual Procurement Plan?  
 Yes  No

21) Advertisement

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)  
 Yes  No  
10-5-2012

ii) New Paper  
(If yes, give names of newspaper and dates)  
 Yes  No

22) Nature of Contract  
 Domestic / Local  Int'l

23) Whether the Qualification Criteria was included in Bidding / Tender Documents?  
(If yes, enclosed a copy)  
 Yes  No

24) Whether the Bid Evaluation was included in Bidding / Tender Documents?  
(If yes, enclosed a copy)  
 Yes  No

25) Whether Approval of Competent Authority was obtained for using a Method other than open Competitive Bidding  
 Yes  No

26) Was Bid Security obtained from all the Bidders?  
 Yes  No

27) Whether the Successful Bid was lowest Evaluated Bid / Best Evaluated Bid (in case consultants)  
 Yes  No

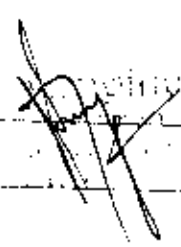
28) Whether IHL Successful Bidder was technically Compliant?  
 Yes  No

29) Whether the Names of the Bidder and their Quoted Prices were Read out at the time of opening of Bids?  
 Yes  No

30) Whether the Evaluation Report given to Bidder before the award of Contract?  
(Attach copy of the Bid Evaluation Report)  
 Yes  No

- 31) Any Complaints Received  
(If yes, result there of)
- 32) Any Deviation from Specification given in the Tender Notice / Documents  
(If yes, result there of)
- 33) Was the Extension Made in response time?  
(If yes, result there of)
- 34) Deviation from Qualification Criteria  
(If yes, result there of)
- 35) Was it assured by the Procuring Agency that the selected firm is not Black listed?
- 36) Was a visit made by any officer / Official of the Procuring agency to the supplier's Premises in connection with the Procurement? if so, details be ascertained regarding financing of visit if abroad?  
(If yes, result there of)
- 37) Were Proper Safeguards Provided of Mobilization advance Payment in the Contract  
(Bank Guarantee etc.)?
- 38) Special conditions, if any
- 39) Date of Award of Contract: 11.6.2012

Signature & Official Stamp of  
Authorized Officer



**For Office Use Only**

**SPPRA, BLOCK NO: 8, SINDH SECRETRAIT NO. 4-A, Court Road, Karachi**  
Tel: 021 9205369 & Fax: 021 9206291

Mr. Shajiqur Rehman Govt Contractor; P.W.D. 287

4

SUP (22p.) D. No. 105-11-94-30,000 L. of 8 is each.

G.R. P.W.D. Nos. 7918 of 6-4-35  
86-1 of 8-6-36, 1954-W of 27-9-37, O.C.M.#,  
M. Dept. No. 283-3/37 of 9-11-37  
(P.W.D.) No. 6-173, 2-W of 22-2-38  
G. R. (P.W.D.) No. 1038-1 of 22-2-37  
12-10-44 and 2-5-44 654-W of 22-2-39  
17-10-41, 2-5-44, 65-W 1028/1-1 of  
28-3-47, 2-47-W 2 of 12-12-50.

FORM B-1

PUBLIC WORKS DEPARTMENT

CIRCLE

DIVISION

Estt. of Public Library at Madani  
(Community Hall Bazaar, Side Path)

Percentage Rate Tender and Contract  
for works

Estimate B 26600/-

General Rules and Directions for the Guidance of Contractors

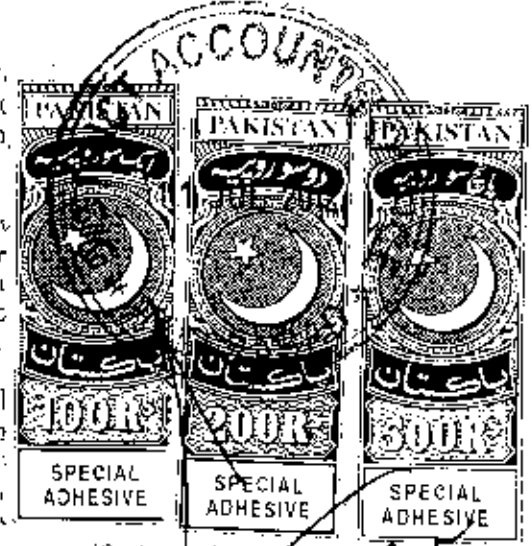
1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

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

300/

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

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



4. Any person who submits a tender shall fill up the usual form stating at what percentage above or below the rates specified in the invitation to tender the work to be carried out; he is to state the percentage, on all the work specified in the invitation to tender. Tenders, which propose any alteration in the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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

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

[Handwritten signature]

Execut. Eng. [Signature]  
Public Works Department  
Hyderabad

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

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ from Government Treasury or sub-Treasury at \_\_\_\_\_ in respect of the sum of Rs. \_\_\_\_\_ is herewith forwarded representing the earnest money (a) the full value of

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

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

(Witnesses \*\*\*)

(Address)

(Occupation)

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

Executive Engineer

Division (or his duly authorized Assistant)

On the \_\_\_\_\_ day of \_\_\_\_\_ 199

Condition of Contract

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

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

\*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.

earnest deposits.

J.P. Ak

Executive Engineer  
Public Works and Services Department  
Sindh

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

(b) To employ labour paid by the Public Work Department and to 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 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 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 this 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 the same by auction or otherwise 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 any sale shall be final and conclusive against the contractor.

Contractor shall be 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.

Executive Engineer  
Public Works Department  
Madras

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 settling 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 weekly.

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.

Bill 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 therefor 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 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 misused 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 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-mano-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 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 and drawings under plan.

*J.P.R.K.*

Executive Engineer  
Buildings Division  
Works and Services Department  
Matian



that any materials or articles provided by him for the execution of the work are sound, 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 and 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 contiguous to the premises on which the work or any part thereof is being executed, or of 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, tackle, scaffolding etc.

*J.P.R.K.*

FOR THE  
 Works and Public Department  
 Malabar

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

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

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

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions heretofore 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 terms to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Decision of Superintending Engineer to be final.

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

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

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

Lump sums in estimate, to be paid in accordance with clause

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification

Executive Engineer  
Buildings Division  
Works and Services Department  
MADRAS

**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.

Divisional Accountant.

Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1006-I dated 21st February, 1938, wherein the responsibility of getting the tender checked efficiently is placed on me.

Executive Engineer,

Buildings 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 or M.J.A's for bidder.

Payment of Sales Tax.

Interest or share Government servant in the work.

Executive Engineer  
Buildings Division  
Works and Services Department  
Matlari

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates		Unit	Total amount according to estimated quantities
			In figures	In words		
			Rs.	Ps.		

Note 1—All work shall be carried out as per Public works Department's head-book and other specifications of the Division or as directed.

Note 2—All the columns in the Schedule should be filled in, in ink and the top of the entries in the last column should be struck by the contractor under his signature.

Note 3—Rates quoted include clearance of site (prior to commencement of Work) and in its, else) in all respects and hold good work under all conditions. Site moisture, Weather, etc

*J.P.R.K.*  
 Signature of Contractor)

Executive Engineer  
 (Signature of \_\_\_\_\_)  
 Assistant Engineer

Note—To be continued on additional sheets if found necessary

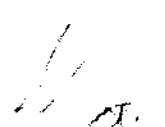
*J.P.R.K.*  
 Executive Engineer  
 Buildings Division  
 Public Works and Services Department  
**Madras**

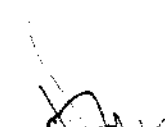
## BID EVALUATION REPORT


1. Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **TC/G-55/40 Dated: - 09.05.2012**
3. Tender Description / Name of Work/ **Establishment of Public Library @ Matiari (Community Hall Back & Side Path)**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & Id ND: 2012/2 dated 10.05.2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **28.05.2012 - Provide details in separate form**
9. No. of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **28.05.2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/rejection	Remarks
1	2	3	4	5	6	7
1	M/S Shafique-Ur-Rehman	79.85% Above	1 <sup>st</sup> lowest.	300000/-	Lowest accepted	Lowest accepted
2	Mr. Khan Mohammad	80.70% Above	2 <sup>nd</sup> lowest.	300000/-	High Rate Rejected	High Rate Rejected
3	M/S Nasir Builders	82.30% Above	3 <sup>rd</sup> lowest.	300000/-	Highest rejected	Highest rejected

### Signatures of the Members of the committee

  
Divisional Accountant  
Buildings Division W&S  
Matiari

  
Executive Engineer  
Buildings Division W&S  
Matiari

  
Superintending Engineer  
Works & Services Department  
Matiari

SPPRA

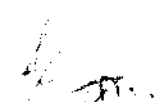
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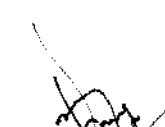
## BID EVALUATION REPORT


- 1:- Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **Tc/G-55/40 Dated: - 09.05.2012**
3. Tender Description / Name of Work/ **Providing Lack Facilities Zaila Nazim / Dco Office Matiari (External Road & Path)**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & Id NO: 8740 dated 10.05.2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **28.05.2012 - Provide details in separate form**
9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **28.05.2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/rejection	Remarks
1	2	3	4	5	6	7
1	M/S Syed BAchal Shah & Sons	94.00% Above	1 <sup>st</sup> lowest.	800000/-	Lowest accepted	Lowest accepted
2	M/S Al-Fateh Const. Co.	95.50% Above	2 <sup>nd</sup> lowest.	800000/-	High Rate Rejected	High Rate Rejected
3	Mr. Abdul Razzak Mallah	97.15% Above	3 <sup>rd</sup> lowest.	800000/-	Highest rejected	Highest rejected

**Signatures of the Members of the committee**

  
 Divisional Accountant  
 Buildings Division W&S  
 Matiari

  
 Executive Engineer  
 Buildings Division W&S  
 Matiari

  
 Superintending Engineer  
 Works & Services Department  
 Matiari

SPPRA

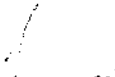
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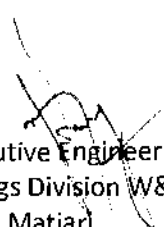
# BID EVALUATION REPORT


- 1:- Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **TC/G-55/40 Dated: - 09.05.2012**
3. Tender Description / Name of Work/ **Construction of Social Welfare Centre @ Hala District Matiari (E.I Work)**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & NO: 5412 dated 10.05.2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **28.05.2012 - Provide details in separate form**
9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Opening date: **28.05.2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/rejection	Remarks
1	2	3	4	5	6	7
1	M/S Asghar Electric Works	19.85% Above	1 <sup>st</sup> lowest.	100000/-	Lowest accepted	Lowest accepted
2	M/S Fateh Constt: Co.	19.90% Above	2 <sup>nd</sup> lowest.	100000/-	High Rate Rejected	High Rate Rejected
3	M/S Nasir Builders	19.99% Above	3 <sup>rd</sup> lowest.	100000/-	Highest rejected	Highest rejected

**Signatures of the Members of the committee**

  
 Divisional Accountant  
 Buildings Division W&S  
 Matiari

  
 Executive Engineer  
 Buildings Division W&S  
 Matiari

  
 Superintending Engineer  
 Works & Services Department  
 Matiari

SPPRA

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## BID EVALUATION REPORT


- 1:- Name of Procuring Agency: **Executive Engineer (Buildings) Division Works & Service Department Matiari**
2. Tender Reference No: **TC/G-55/40 Dated: - 09.05.2012**
3. Tender Description / Name of Work/ **Establishment of Public Library @ Matiari**  
**(Establishment Of Lawn & Plantation Of Trees**
4. Method of Procurement: **B-1 Tendering Procedure**
5. Tender Published: **SPPRA website & id NO: 8277 dated 10.05.2012**  
(Print & Electronic Media & SPPRA ID No & News paper names with dates)
6. Total Bid Documents Sold: **3 No:s**
7. Technical Bid Received **3 No:s**
8. Technical Bid Opening date: (if applicable) **28.05.2012 - Provide details in separate form**
9. No: of Bid technically qualified (if applicable): **3 No:**
10. Bid(s) Rejected: **Nil**
11. Finance Bid Dpening date: **28.05.2012**
12. Bid Evaluation Report

S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of cost	Comparison with estimated cost	Reasons for acceptance/ rejection	Remarks
1	2	3	4	5	6	7
1	M/S Hassan Enterprises & Constt: Co.	77.00% Above	1 <sup>st</sup> lowest.	300000/-	Lowest accepted	Lowest accepted
2	M/S Nasir Builders	78.15% Above	2 <sup>nd</sup> lowest.	300000/-	High Rate Rejected	High Rate Rejected
3	M/S Golden Builders	78.95% Above	3 <sup>rd</sup> lowest.	300000/-	Highest rejected	Highest rejected

**Signatures of the Members of the committee**

14813/116  
Divisional Accountant  
Buildings Division W&S  
Matiari

  
Executive Engineer  
Buildings Division W&S  
Matiari

  
Superintending Engineer  
Works & Services Department  
Matiari

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