



☎: 99238792

OFFICE OF THE CONSERVATION OFFICER, DEPARTMENT
OF ANTIQUITIES, GOVERNMENT OF SINDH, KARACHI
Bungalow No:C-82, Block-II, Clifton, Karachi.

NO:CO/NIT/2011-12/688

Karachi dated the 21st May, 2012

✓
The Managing Director
Sindh Public Procurement Regulatory Authority,
Government of Sindh,
Karachi.

SUBJECT: UPLOAD THE BID EVALUATION REPORT ON SPPRA SINDH WEBSITE.

I am directed to refer to the subject cited above and to enclose herewith hard and soft copy of Bid Evaluation Report for placement on website www.pprasindh.gov.pk at the earliest.

Encl: As above.

Conservation Officer
Department of Antiquities

Cc:

The Private Secretary to Secretary, Department of Antiquities, Karachi.

Conservation Officer
Department of Antiquities

Handwritten notes: MK, 160925, 21/5


BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration/Rehabilitation of Shanshahi Masjid, Shanshahi Goth, Near Saeedabad.
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Raheel Construction
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012


12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Al Naqi Enterprises	1015200/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Raheel Construction	994000/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Faheem & Naseem Constt. Co.	1003500/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

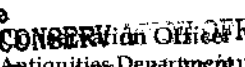
Signature of the Members of the Committee.


 Assistant Director (P)
 Department of Antiquities
 Government of Sindh


 QUALITY CONTROL ANALYST
 Quality Control Analyst
 Department of Antiquities
 Government of Sindh


 FIELD OFFICER
 Department of Antiquities
 Government of Sindh


 Member/Representative
 Local Government
 Department of Antiquities
 Government of Sindh



 CONSERVATION OFFICER
 Department of Antiquities
 Government of Sindh

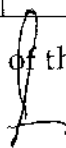
BID EVALUATION REPORT


1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation /Restoration/Rehabilitation of Shanshahi Masjid, Shanshahi Goth, Near Saeedabad. (Roof Treatment)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Raheel Construction
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012
12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Al Naqi Enterprises	1030500/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Raheel Construction	995600/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Faheem & Nascem Constt. Co.	1030500/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.


Assistant Director (D)
Antiquities Department
Government of Sindh


Quality Control Analyst
Antiquities Department
Government of Sindh


Member Representative
Government
Department


Conservation Officer
Antiquities Department
Government of Sindh


BID EVALUATION REPORT

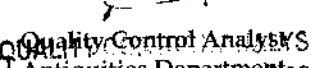
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation /Restoration/Rehabilitation of Shanshahi Masjid, Shanshahi Goth, Near Saeedabad. (Re-Construction of Madarsa)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Raheel Construction
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012


12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Al Naqi Enterprises	1013800/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Raheel Construction	994700/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Faheem & Naseem Constt. Co.	1008100/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

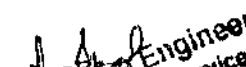
Signature of the Members of the Committee.

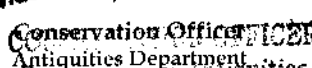
 Assistant Director (P)
 Antiquities Department
 Government of Sindh

 Quality Control Analyst ST
 Antiquities Department
 Government of Sindh

 FIELD OFFICER
 Antiquities Department
 Government of Sindh

 Member Representative
 Government Department

 Engineer & Service


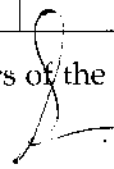


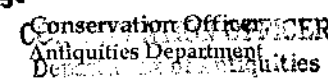
 Conservation Officer
 Antiquities Department
 Government of Sindh

BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration/Rehabilitation of Shanshahi Masjid, Shanshahi Goth, Near Saeedabad. (Re-Construction of Wazo Khana & Toilet)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Raheel Construction
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012
12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Al Naqi Enterprises	1102500/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Raheel Construction	996300/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Faheem & Naseem Constt. Co.	1018700/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director (P) Antiquities Department, Government of Sindh
 Quality Control Analyst Antiquities Department, Government of Sindh
 Field Officer Antiquities Department, Government of Sindh
 Member/Representative Local Government Department
 Conservation Officer Antiquities Department, Government of Sindh


BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation /Restoration/Rehabilitation of Shanshahi Masjid, Shanshahi Goth, Near Saeedabad. (Compound Wall & External Work)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. M. A. Bhojani Builders
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012


12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. MAFHH Construction	1011700/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. M. A. Bhojani Builders	996300/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Sufyan Enterprises	1003800/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	


Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Government of Sindh


 Quality Control Analyst
 Antiquities Department


 FIELD OFFICER
 Antiquities Department
 Government of Sindh


 Member/Representative
 Government


 Conservation Officer
 Antiquities Department
 Government of Sindh

BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration/Rehabilitation of Shanshahi Masjid, Shanshahi Goth, Near Saeedabad. (W/S, S/I & Allied Work)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. M. A. Bhojani Builders
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. MAFHH Construction	999000/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. M. A. Bhojani Builders	996300/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Sufyan Enterprises	1005100/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director (P)
 Assistant Director (P)
 Department of Antiquities
 Government of Sindh.

Quality Control Analyst
 Antiquities Department
 Department of Antiquities
 Government of Sindh.

Field Officer
 Antiquities Department
 Department of Antiquities
 Government of Sindh.

Member/Representative of Local Government
 Local Government
 Department of Antiquities
 Government of Sindh.

Engineer
 Conservation Officer
 Antiquities Department
 Government of Sindh.


BID EVALUATION REPORT

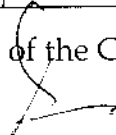
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Khotari Parade Clifton, Karachi.
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. M. A. Bhojani Builders
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012


12. Bid Evaluation Report:

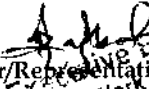
S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. MAFHH Construction	1011200/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. M. A. Bhojani Builders	993800/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. System Enterprises	1012300/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	


Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Government of Sindh


 Quality Control Analyst
 Antiquities Department
 Government of Sindh


 Field Officer
 Antiquities Department
 Government of Sindh


 Member/Representative
 Antiquities Department
 Government of Sindh



 SUPERVISION OFFICER
 Antiquities Department
 Government of Sindh

BID EVALUATION REPORT


1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Khotari Parade Clifton, Karachi. (Pier)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. M. A. Bhojani Builders
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012
12. Bid Evaluation Report:

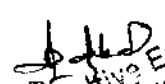
S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. MAFHH Construction	1005300/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. M. A. Bhojani Builders	994900/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. System Enterprises	1006700/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	

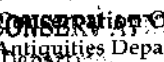
Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Department of Antiquities
 Government of Sindh


 QUALITY CONTROL ANALYST
 Quality Control Analyst
 Antiquities Department
 Government of Sindh


 Field Officer
 Antiquities Department
 Department of Antiquities
 Government of Sindh


 Member/Representative
 Local Government
 Engg. Department


 CONSERVATION OFFICER
 Antiquities Department
 Government of Sindh


BID EVALUATION REPORT

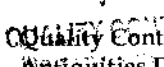
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Khotari Parade Clifton, Karachi. (Kiosk)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Shandar Associates
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012


12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Adeel & Tanzeel Builders	1006800/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Shandar Associates	997900/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Raja Enterprises	1103200/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	

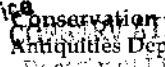
Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Government of Sindh


 Quality Control Analyst
 Antiquities Department
 Government of Sindh


 Field Officer
 Antiquities Department
 Government of Sindh


 Member/Representative
 Antiquities Department
 Government of Sindh


 Conservation Officer
 Antiquities Department
 Government of Sindh


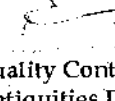

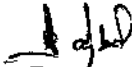
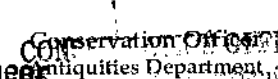
BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Khotari Parade Clifton, Karachi. (Roof Treatment)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Shandar Associates
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Adeel & Tanzeel Builders	1105700/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Shandar Associates	998500/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Raja Enterprises	1012300/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

 Assistant Director (P) Antiquities Department, Government of Sindh.
 Quality Control Analyst, Antiquities Department, Government of Sindh.
 Field Officer, Antiquities Department, Government of Sindh.
 Member/Representative, Assl. Executive Engineer, Engg. BS-17, Work & Service Department, Government of Sindh.
 Conservation Officer, Antiquities Department, Government of Sindh.


BID EVALUATION REPORT

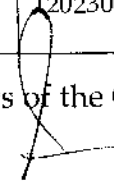
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Khotari Parade Clifton, Karachi. (Allied Work)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Shandar Associates
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

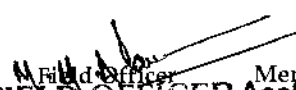
12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Adeel & Tanzeel Builders	1005100/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Shandar Associates	998000/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Raja Enterprises	1202300/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	

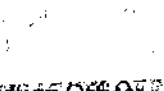
Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Government of Sindh.


 Quality Control Analyst
 Antiquities Department
 Government of Sindh.


 Field Officer
 Antiquities Department
 Government of Sindh.


 Member/Representative
 Local Government
 Department of Work & Service
 Government of Sindh.


 Conservation Officer
 Antiquities Department
 Government of Sindh.


BID EVALUATION REPORT

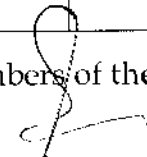
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Front Elevation)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Shandar Associates
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Adeel & Tanzeel Builders	1001300/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Shandar Associates	996900/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Raja Enterprises	1028700/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	

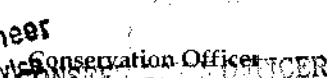
Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Government of Sindh,


 Quality Control Analyst
 Antiquities Department
 Government of Sindh


 Field Officer
 Antiquities Department
 Government of Sindh


 Member/Representative
 Antiquities Department
 Government of Sindh


 Conservation Officer
 Antiquities Department
 Government of Sindh


BID EVALUATION REPORT

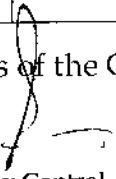
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No:1)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Shandar Associates
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012


12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Adeel & Tanzeel Builders	1008000/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Shandar Associates	996700/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Raja Enterprises	1038000/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	

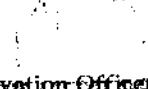
Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Government of Sindh


 Quality Control Analyst
 Antiquities Department
 Government of Sindh


 Field Officer
 Antiquities Department
 Government of Sindh


 Member/Representative Engineer
 Local Government & Service
 BS-17, Work


 Conservation Officer
 Antiquities Department
 Government of Sindh


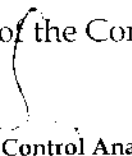


BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No:2)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Super Time Cool Service
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Shahid Associates	1103500/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Super Time Cool Service	996700/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Plonit International	1012200/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director Planning, Department of Antiquities, Government of Sindh
 Quality Control Analyst, Department of Antiquities, Government of Sindh
 FIELD OFFICER, Department of Antiquities, Government of Sindh
 Member/Retiree Engineer, Department of Antiquities, Government of Sindh
 CONSERVATION OFFICER, Department of Antiquities, Government of Sindh


BID EVALUATION REPORT

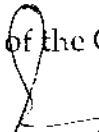
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/ Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No:3)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Super Time Cool Service
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012


12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Shahid Associates	1103500/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Super Time Cool Service	997200/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Planet International	1012200/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

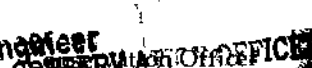
Signature of the Members of the Committee.


 Assistant Director Planning
 Department of Antiquities
 Government of Sindh


 Quality Control Analyst
 Department of Antiquities
 Government of Sindh


 FIELD OFFICER
 Member/Referee
 Department of Antiquities
 Government of Sindh


 Asst. Executive Engineer
 Government of Sindh


 SUPERVISING OFFICER
 Department of Antiquities
 Government of Sindh

BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No:4)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Super Time Cool Service
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Shahid Associates	1103500/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Super Time Cool Service	993800/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Planit International	1012200/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

 Assistant Director Planning, COO, Department of Antiquities, Government of Sindh
 Quality Control Analyst, Antiquities Department, Government of Sindh
 FIELD OFFICER, Member/Representative Engineer, Department of Antiquities, Government of Sindh
 CONSERVATION OFFICER, Department of Antiquities, Government of Sindh


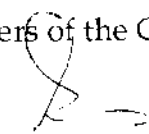


BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/ Name of Work/ Items: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No:5)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Super Time Cool Service
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Shahid Associates	1103500/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Super Time Cool Service	997300/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Plonit International	1012200/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

QUALITY CONTROL ANALYST (P)
 Antiquities Department
 Department of Antiquities
 Government of Sindh

QUALITY CONTROL ANALYST
 Antiquities Department
 Department of Antiquities
 Government of Sindh

FIELD OFFICER
 Field Officer
 Department of Antiquities
 Government of Sindh

EXECUTIVE ENGINEER
 Member/Representative
 Antiquities Department
 Dept. of Work & Service
 Engg Department
 Government of Sindh

CONSERVATION OFFICER
 Conservation Officer
 Antiquities Department
 Department of Antiquities
 Government of Sindh

BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No:6)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Super Time Cool Service
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Shahid Associates	1103500/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Super Time Cool Service	997300/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Planit International	1012200/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.








Assistant Director Planning/DDO
 Department of Antiquities
 Government of Sindh

Assistant Director (P)
 Department of Antiquities
 Government of Sindh

Quality Control Analyst
 Department of Antiquities
 Government of Sindh

FIELD OFFICER
 Department of Antiquities
 Government of Sindh

Member/Representative
 Department of Antiquities
 Government of Sindh

Engineer
 Department of Antiquities
 Government of Sindh

CONSERVATION OFFICER
 Department of Antiquities
 Government of Sindh


BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No:7)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. J. B. F. Construction Company
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012


12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Aqib Builders	1102000/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. J. B. F. Construction Company	999200/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Sunny Builders	1005800/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	


Signature of the Members of the Committee.


 Assistant Director (P)
 Department of Antiquities
 Government of Sindh


 Quality Control Analyst
 Department of Antiquities
 Government of Sindh


 Field Officer
 Department of Antiquities
 Government of Sindh


 Member/Representative
 Local Government
 Engg Department


 Conservation Officer
 Department of Antiquities
 Government of Sindh

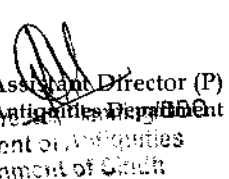
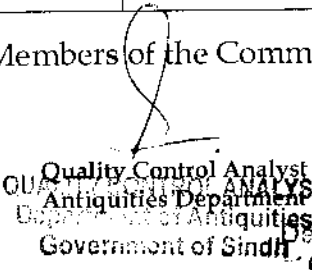
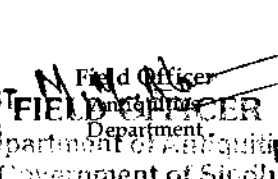
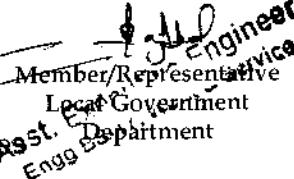
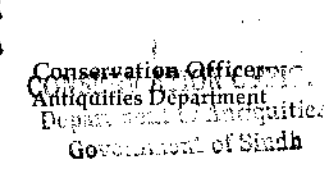
BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No:8)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. J. B. F. Construction Company
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Aqib Builders	1102000/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. J. B. F. Construction Company	999800/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Sunny Builders	1005800/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director (P) Antiquities Department, Government of Sindh
 Quality Control Analyst Antiquities Department, Government of Sindh
 Field Officer Antiquities Department, Government of Sindh
 Member/Representative Local Government Engg Dept
 Conservation Officer Antiquities Department, Government of Sindh

BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Central Prison Jail Hyderabad (Hospital Block)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. J. B. F. Construction Company
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Aqib Builders	1102000/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. J. B. F. Construction Company	999200/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Sunny Builders	1005800/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

 Assistant Director (P)
 Antiquities Department
 Government of Sindh,

 Quality Control Analyst
 Antiquities Department
 Government of Sindh,

 Field Officer
 Antiquities Department
 Government of Sindh,

 Member/Representative
 Local Government
 Engg. Department

 Conservation Officer
 Antiquities Department
 Government of Sindh,


BID EVALUATION REPORT

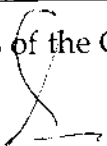
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/ Name of Work/Items: Establishment of Museum of Epigraphy Karachi Ground Floor Library (Consultancy)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Paramount Engineering Consultant
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

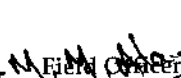
12. Bid Evaluation Report:

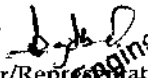
S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. S.A. Architect	1028900/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Paramount Engineering Consultant	999851/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Saleem Ahmed Associates	1020350/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	


Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Government of Sindh,


 Quality Control Analyst
 Antiquities Department
 Government of Sindh


 Field Officer
 Antiquities Department
 Government of Sindh


 Member/Representative
 Local Government
 Executive Engineer
 Engr BS-17, Muzaffargarh


 Conservation Officer
 Antiquities Department
 Government of Sindh


BID EVALUATION REPORT


1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/ Name of Work/Items: Conservation/Restoration of Arson Affected Buildings K.M.C. Building, M.A. Jinnah Road, Karachi. Road Side Faced Wall (G. Floor Heritage & Cell)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. J. B. F. Construction Company
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

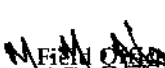
12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Aqib Builders	1102000/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. J. B. F. Construction Company	981900/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Sunny Builders	1015600/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

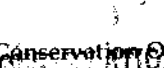
Signature of the Members of the Committee.


 Assistant Director (P)
 Antiquities Department
 Department of Antiquities
 Government of Sindh,


 Quality Control Analyst
 Antiquities Department
 Department of Antiquities
 Government of Sindh.


 Field Officer
 Antiquities Department
 Department of Antiquities
 Government of Sindh.


 Member/Representative
 Executive & Service
 Antiquities Department
 Department of Antiquities
 Government of Sindh.



 Conservation Officer
 Antiquities Department
 Department of Antiquities
 Government of Sindh.

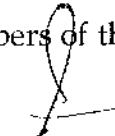
BID EVALUATION REPORT

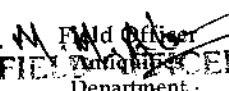
1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Arson Affected Buildings K.M.C. Building, M.A. Jinnah Road, Karachi. Inside Wood work (Ground Floor Heritage & Cell)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. J. B. F. Construction Company
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012
12. Bid Evaluation Report:


S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Aqib Builders	1102000/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. J. B. F. Construction Company	989900/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Sunny Builders	1015600/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

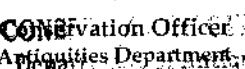
Signature of the Members of the Committee.


Assistant Director (P)
Antiquities Department
Government of Sindh


Quality Control Analyst
Antiquities Department
Government of Sindh


Field Officer
Antiquities Department
Government of Sindh


Member/Representative
Antiquities Department
Government of Sindh


Conservation Officer
Antiquities Department
Government of Sindh





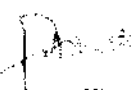
BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/ Name of Work/Items: Conservation/Restoration of Arson Affected Buildings K.M.C. Building, M.A. Jinnah Road, Karachi. Inside {Allied Work} (Ground Floor Heritage & Cell)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Mustafa & Sons Builders.
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Kaim Khani & Bro's	1120200/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Mustafa & Sons Builders	989900/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Rana Manzoor & Bro's	1035300/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director (P) Antiquities Department, Government of Sindh
 Quality Control Analyst, Antiquities Department, Government of Sindh
 Field Officer, Antiquities Department, Government of Sindh
 Member/Representative, Local Government Department
 Conservation Officer, Antiquities Department, Government of Sindh

BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Arson Affected Buildings K.M.C. Building, M.A. Jinnah Road, Karachi. Rehabilitation /Conservation Clock Tower
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
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Signature of the Members of the Committee.

 Assistant Director (P) Department of Antiquities, Government of Sindh
 Quality Control Analyst, Antiquities Department, Government of Sindh
 Fiber Officer, Antiquities Department, Government of Sindh
 Member/Representative, Antiquities Local Government Department
 Engineer
 Conservation Officer, Antiquities Department, Government of Sindh


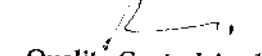


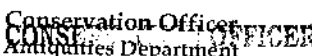
BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Conservation/Restoration of Arson Affected Buildings K.M.C. Building, M.A. Jinnah Road, Karachi. Restoration/Repair of Clock
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Mustafa & Sons Builders.
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

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3.	M/s. Rana Manzoor & Bro's	1035300/-	2nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director (DD) Antiquities Department, Government of Sindh
 Quality Control Analyst Antiquities Department, Government of Sindh
 Field Officer Antiquities Department, Government of Sindh
 Member/Representative Local Govt. Engg B.S. Department
 Conservation Officer Antiquities Department, Government of Sindh


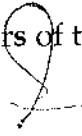



BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/ Name of Work/ Items: Conservation/Restoration of Arson Affected Buildings K.M.C. Building, M.A. Jinnah Road, Karachi. Rehabilitation /Conservation Clock Tower (Allied work)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Mustafa & Sons Builders.
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Kaim Khani & Bro's	1120200/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Mustafa & Sons Builders	996900/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Rana Manzoor & Bro's	1035300/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director (CO) Antiquities Department Government of Sindh
 Quality Control Analyst Antiquities Department Government of Sindh
 FIELD OFFICER Antiquities Department Government of Sindh
 Member/Reference Engineer Local Government Department
 Conservation Officer Antiquities Department Government of Sindh





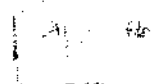
BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Repair & Maintenance of Office Building, C-82, Block-II, Clifton, Karachi.
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Rija Enterprises
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. Kaim Khani & Bro's	1105100/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Rija Enterprises	999320/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Planit International	1028750	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director (P) Antiquities Department, Government of Sindh.
 Quality Control Analyst, Antiquities Department, Government of Sindh.
 Field Officer, Antiquities Department, Government of Sindh.
 Member/Representative, Local Government, Department of Engineering, Government of Sindh.
 Conservation Officer, Antiquities Department, Government of Sindh.





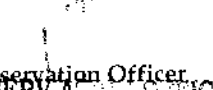
BID EVALUATION REPORT

1. Name of procuring Agency: Antiquities Department, Government of Sindh.
2. Tender Reference No: CO/NIT/2011-12/647, dated 28-04-2012
3. Tender Description/Name of Work/Items: Establishment of Museum of Epigraphy Karachi Ground Floor Library (Consultancy)
4. Method of Procurement: Under SPPRA Rules.
5. Tender Published: SPPRA ID No:7988/2012 dated 30-04-2012.
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable): N.A. (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): M/s. Paramount Engineering Consultant
10. Bid(s) Rejected: N.A.
11. Financial Bid Opening date: 14-05-2012

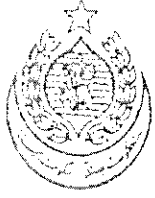
12. Bid Evaluation Report:

S#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in Terms of Cost	Comparison with Estimated Cost	Reason for acceptance/rejection	Remarks
1.	M/s. S.A. Architect	1028900/-	3 rd	Within estimated cost, but high rates	Reject as per highest bid	
2.	M/s. Paramount Engineering Consultant	999851/-	1 st	Within estimated cost,	Accepted as per lowest bid	
3.	M/s. Saleem Ahmed Associates	1020350/-	2 nd	Within estimated cost, but high rates	Reject as per highest bid	

Signature of the Members of the Committee.

Assistant Director (P) Department of Antiquities Government of Sindh
 Quality Control Analyst Antiquities Department Government of Sindh
 Field Officer Antiquities Department Government of Sindh
 Member/Representative Local Government Engg BS-17
 Conservation Officer Antiquities Department Government of Sindh



No. CO/ANTIQUITIES/817/2012
DIRECTORATE OF CONSERVATION
DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH

Karachi dated 04th July, 2012

Dir-021-99238792

To,

The Manager (Assessment)
Sindh Public Procurement Regulatory Authority
Government of Sindh.
KARACHI.

SPRKA INWARD DIARY
No. _____
Date: _____
Sindh Public Procurement
Regulatory Authority, Govt of Sindh

SUBJECT: NIT REF NO: CO/NIT/2011-12/647 DATED 28.04.2012

REF: LETTER NO. Dir (A&F) M0204/SPPRA/46-1/11-12/7422

With reference to your letter subject cited above and enclosed herewith the required information for further necessary action.

Encl: As above.

(RIAZ ALI BHUTTO)
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH

CC to:-

1. P.S to Secretary, Department of Antiquities, Government of Sindh.

CONSERVATION OFFICER



No: CO/Antiquities/NIT/ 2011-12/ 668 667-12
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28-05-2012

Ph: 021-99222880

M/s Raheel Constt.
Govt Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration/Rehabilitation
of Shanshai Masjid Saeedabad (Re-Constt. of Wazo Khona & Toilet)

The rates quoted by you for the above said work @ Rs. 996,300/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of () which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation /Restoration/Rehabilitation of Shanshahi Masjid,
Shanshahi Goth, Near Saeedabad. (Re-Construction of Wazu Khana &
Toilets)

To Whom Tender Issued:- M/S. Raheel Construction

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993576 DATED 10/5/12

BANK & BRANCH MCB Preedy Qurb Bdr AMOUNT RS: 1,000/-

BID SECURITY NO: 1117449 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Bank Korangi Bdr DATED 9/5/12

DATE OF ISSUED OF TENDER _____ DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 946300/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

Raheel Construction

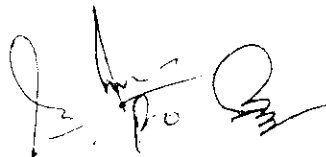
CONTRACTOR

Proprietor

SCHEDULE-B

OF WORK: CONSERVATION - RESTORATION - REHABILITATION OF
SHANSHAHI MASJID, SHANSHAHI GOTH, NEAR SAEEDABAD
(RE-CONSTRUCTION OF WAZO KHANA & TOILET)

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/e scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	708.00	26/-	P-Sft	RS: 18408/-
2	Excavation in foundation of building and bridges and other structures including digging, dressing filling around structure with excavated earth watering & ramming lead up to one chain and lift up to 3' ft. In (ordinary soil).	900.00	8/-	P-Cft	RS: 7200/-
3	Providing and laying 1:4:8 Cement concrete bed under floor using graded stone ballast 2" and down gauge with leveling ramming watering and curing etc. complete.	375.00	110/-	P-Cft	RS: 41250/-
4	Pucca brick masonry in foundation and ground floor (including striking of joints) In lime sand surkhi mortar. 1:1:1	1300.00	126/20	P-Cft	RS: 164062/-
5	Reinforced Chiroli concrete work including all labor and material except the cost of steel reinforcement and its labor for bending and binding which will be paid separately. The rate includes all kinds of forms, moulds, lifting, centering, shuttering, curing, rendering and finishing the exposed surface. (including screening and washing of single) Erecting and fixing in position pre cast Chiroli concrete or stone slab in roofs or lintels, etc. lift upto 20 feet including all charges. (1:2:4)	732.50	267/38	P-Cft	RS: 195862/-
6	Fabrication of steel reinforcement for cement concrete i/e cutting, landings layings in position. (For Bar).	32.70	4572/-	P-Cwt	RS: 149681/-
7	Cement Pointing.	2144.00	30/-	P-Sft	RS: 64320/-



CONTRACTOR

CONSERVATION OFFICER,
Department of Antiquities
Government of Sindh

<p>st class Teak wood wrought joinery in doors and windows etc. fixed in position including chowkats hold fasts hinges, iron tower bolts chocks cleats, handles and cords with hooks, etc.</p>	99.00	2799/- P-SR	RS: 279101/-
<p>9 Providing and laying topping of cement concrete 1:2:4 i/e surface finishing & divide into pannells (2" thick)</p>	352.00	60/60 P-SR	RS: 21331/-
<p>10 P/L Two coats of bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)</p>	284.00	35/- P-SR	RS: 9940/-
<p>11 White glazed tile 1/4" thick dado in white cement and laid over 1:2 cement Sand mortar 3/4" thick including finishing complete.</p>	284.00	166/- P-SR	RS: 47144/-

TOTAL RS: 496300/-

CONTRACTOR

[Handwritten signatures]

CONSERVATION OFFICER,
Department of Antiquities
Government of Sindh

Issue to: Rabeel Construction

Wide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration/Rehabilitation of Shahshahi Masjid Saheed Road (Wall & External work)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Rs 3000

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date of 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

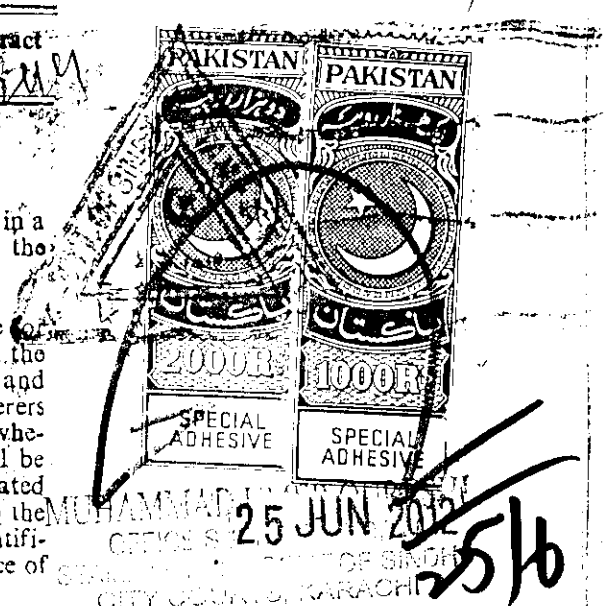
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

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

6. The Officer concerned shall have the right of selecting all or any of the tenders.



[Signature]
Conservation Officer
of Antiquities

[Handwritten mark]

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

Receipt No. _____ 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

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should $\frac{1}{100}$ non-deposit

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

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

(Witnesses ***)

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

(Address)

(Occupation)

*Signature of the officers by whom accepted.

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

security deposits.

Clause 1.—The ^{Person} ~~Persons~~ whose tender may be accepted (hereinafter called

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

[Handwritten signature]

[Handwritten signature]
Exec. Officer
Sind

(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 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

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

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

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

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

CONFIDENTIAL

officer
station

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

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

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

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

Bill to be submitted regularly.

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 rate 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 herefor as hereinafter mentioned being so far as possible 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 and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract bill and the value of the full quantity of the same or thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the property of the 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.

Materials supplied by Government.

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

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

Conservation Officer
Directorate of Conservation
of Antiquities

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, materials scaffolding etc.

[Handwritten notes and signatures]

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

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

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited 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 to be estimated.

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

Action where no specification.

Survey Officer
Surveyation

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

U. G. N. T.

Conservation Officer
Conservation



- to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.
- Contractors percentage where applied to net or gross amounts of bill. *Clause 35.*—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.
- Refund of quarry fees and royalties. *Clause 36.*—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the event on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.
- Compensation under the Workmen's Compensation Act. *Clause 37.*—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government (many under sub-section (1) of section 12 of the said Act) on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.
- Claim for quantities entered in the tender or estimate. *Clause 38.*—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.
- Employment of famine etc. labour. *Clause 39.*—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.
- Claim for compensation for delay in starting the work. *Clause 40.*—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.
- Claim for Compensation for delay in execution of work. *Clause 41.*—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.
- Entering up on or commencing any portion of work. *Clause 42.*—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.
- Minimum age of persons employed the employments of donkeys or other animals. *Clause 43.*—(i) No contractor shall employ any person who is under the age of 12 years.
(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).
(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- Pakistani Timbers to be used. Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors
(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.
- Clause 44.*—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

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And is liable for damages arising from non-provision of lights, fencing etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall be bound to bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

Contract

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1908

contractor exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specification and design not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided* always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinafore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final,

No claim to any payment or compensation for alteration into restriction of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the fall amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Conservation Officer
Directorate of Conservation

6. CLAUSE 6. (1)

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work shall be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or rubbish and except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

	of the work in	of the time
	--do--	--do--
	--do--	--do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

	In	1/4	1/2	3/4	of the time
Reasonable progress of earth work	1/6	1/2	3/4	of the total value of work to be done.	
Do do of masonry work	1/104	108	10	do do.	

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case to suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Directorate of Conservation
Government of Sindh
Department of Antiquities



GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/5/2012

Ph: 021-99222880

M/s J.B.F. Constt. Co.
Govt Contractors
Korachi.

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central
Prison Jail Hyderabad (Hospital Block)


The rates quoted by you for the above said work @ Rs. 999200/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 TWO) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

3-X

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Hospital Block)

To Whom Tender Issued:- M/s J.B.F. Constt. Co.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993553 DATED 10/5/12

BANK & BRANCH MCB Prceedy Gvt Br AMOUNT RS: 1,000/-

BID SECURITY NO: 4235671 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Bank Al-Habib Bohrapur Br DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 999200/- as per Quoted rates on the amount shown/ filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

J.B.F. Construction Company

CONTRACTOR Proprietor

SCHEDULE-B

**NAME OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HYDERABAD (HOSPITAL BLOCK)**

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Repairs of Existing VER: openings Jaffery of Teak wood i/e replacings with same wood and replacings as wherever required i/e all charges of material and labour etc.	468.75	1845/-	P-Sft	RS: 864944/-
2	Preparing the surface for sprit polish i/e rubbing cleaning and preparing surface for wooden floor or ceiling etc complete in all respect.	937.50	126/-	P-Sft	RS: 118125/-
3	Scrapping Oil Pointings	937.50	17/31	P-Sft	RS: 16231/-
TOTAL					RS: 999200/-

J.B.F. Construction Company
CONTRACTOR

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: J. B. F. Construction Co.

Dated: _____

Vide Payorder No: _____

Amounting to Rs. _____ on account of the Work of: Conservation Restoration
Central Prison Jail Hyderabad (Hospital Block)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works



General Rules and Directions for the Guidance of Contractors

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

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

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

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

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

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

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

Receipt No. _____ 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/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. _____ shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].**

*Amount to be specified in words and figures

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

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

Dated the _____ day of _____ 199

(Witnesses ***)

(Address)

(Occupation)

**Signature of contractor before submission of tender

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

Signature of the officer by whom accepted.

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

sum of deposit.

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

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

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

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

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

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

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

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall nevertheless 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, payable or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

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

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

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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 and had, wasound, 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 accuracy of any claim; nor shall it conclude, determine, or effect in any other way the liability 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 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 authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the proper 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 included in the tender or in the case of any extra work ordered in pursuance of those conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on the proper forms.

Clause 12.—In the specification or estimate of the work provided for the name of any special description of materials to be supplied and the name of the manufacturer it is required that the contractor shall mention sources to be provided by the Engineer-in-charge, and the contractor shall be bound to be charged therefore as hereinafter mentioned (and it is provided 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 thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for this 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 material.

Materials to be supplied by Govt. stores.

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

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

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

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

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

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

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of 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 Govern ment

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

Lump sums to estimate.

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

Action where no specification.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue

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

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

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

Payment of Sales Tax

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

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

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

J. B. F.
J.B.F. Construction Company

Proprietor



to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government or any under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantity, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistan, Timbers to be used.

Clause 44.—As far as possible Pakistan timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British.

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And liable for damages arising from non-provision of lights, fencing, etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to land from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for Sub-letting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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conform exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and design not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at () percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereintofore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final,

No claim to any payment or compensation for alteration into re-creation of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate:

Clause 7.—(On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not until the work shall have been executed removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials and shall and except for any sum actually realized by the sale thereof.

Removal of Bundhis:

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefor, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper date. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in of the time
--do-- --do--
--do-- --do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—
In 1/4 1/2 3/4 of the time

Reasonable progress of earth work .. 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work .. 1/10 4/10 8/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case to suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Work

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule I here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several items of work are included they should be detailed in a separate list.

(a) General description

(b) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 315 and 316 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 315 and 316 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 6 Clause of a condition of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence

months.

Should this tender be accepted, we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

J.B.F. Construction Company

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No: CO/Antiquities/NIT/ 2011-12/
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

Ph: 021-99222880

M/s Paramount Engg. Consultant
Govt Census House
Korachi

SUBJECT: WORK ORDER FOR Establishment of Epigraphy
Museum Korachi Efflux Library (Consultancy)

The rates quoted by you for the above said work @ Rs. 999851/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (024 Two months) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
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CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all coal formalities.

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**TERMS AND CONDITIONS OF ESTABLISHMENT OF
MUSEUM OF EPIGRAPHY AT KARACHI**

(I) GROUND FLOOR LIBRARY (CONSULTANCY)

1. Scope of Work

In order to achieve a successful of site, Establishment of Museum of Epigraphy at Karachi (i) Ground Floor Library (Consultancy) and its surrounding landscape, following tasks will need to be performed by the consultant.

A: Collection and documentation of existing data.

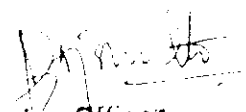
Survey report of the present buildings with their surrounding context including:

- Site and building utilities survey based on observations on site.
- Identification of weathering deficiencies through observations on site.
- Measured Drawings of all the existing buildings on site with initial identification of problem areas.
- Photographic survey

B: Analysis of sites and design modifications

9. Site and building utilities survey of the items identified in A with input of Structural, electrical, plumbing and mechanical engineers.
10. Report on techniques to be utilized for restoration of woodwork, stonework, flooring etc....
11. Present Usage/Physical condition
 - Comparison and identification of changes and additions which the buildings and site have undergone.
 - Identification of the reason why these divergences have happened (due to space constraints, modernization, etc.)
12. Preparation of drawings of the original building/site.
 - Preparation of a set of drawings of the original condition of the building.




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C: Preparation of conservation and restoration documents for approval to the Heritage Committee

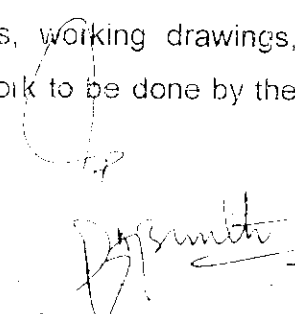
7. Formulation of Present and future Program Requirements of the Building and surrounding landscape based on;
 - Study of existing Usage of Space and Requirements
 - Discussions with the staff in charge.
 - Study of International and Local Standards.
 - Preparation of design brief with input of the staff in charge.
8. Conservation plan
Based on Analysis
9. Preparation of Sketch design proposals for the building/site and its surrounding landscape for discussion purpose and approval from the heritage committee.

D: Preparation of Design Development Drawings

9. Preparation of Design Development Drawings with the input of structural, electrical, plumbing and mechanical engineers to be employed by the architect.
10. Prepare from the approved conceptual design, specifications general definitions for material usage and finishing.
11. Submit a revised statement of probable cost based on the covered area of the approved schematic design.
12. Prepare the necessary documents and plans for submission to the any other relevant authority.

E: Preparation of Working Drawings

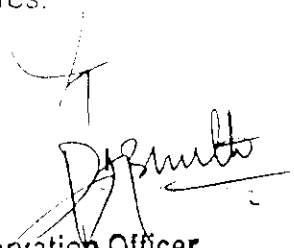
2. Prepare from the approved design development documents, working drawings, specifications and bill of quantities setting forth in detail the work to be done by the contractor.
3. Preparation of Tender documents.



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F: Construction Phase

13. Examine and approve the contractor's schedule of work.
14. Finalize the design of finishing materials with the approval of the Secretary Department of Antiquities/Technical Committee.
15. Prepare colour schemes and any further details required to complete the work.
16. The architect or his representatives shall top-supervise the construction on weekly basis and help determining if the work is proceeding in accordance with the contract documents and instructions.
17. Consultant will submit the qualification documents of Engineer and concerned staff to Conservation officer before the execution of work.
18. Issue completion certificate to the contractor, if the client so desires.



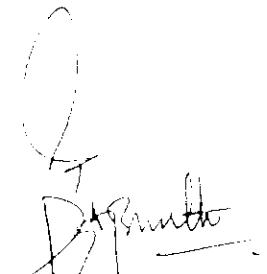
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2: Consultant's fee

The fee for the above mentioned services has been calculated on the basis of 3.32 % of the estimated construction cost at the estimated rate of Rs 30116000/2 /sqft for the works.

Once the initial cost estimates have been prepared in the Design Development phase (D) and the subsequent phases this will be adjusted by the both parties. The project construction cost shall include the cost of all works designed or supervised by the architect.

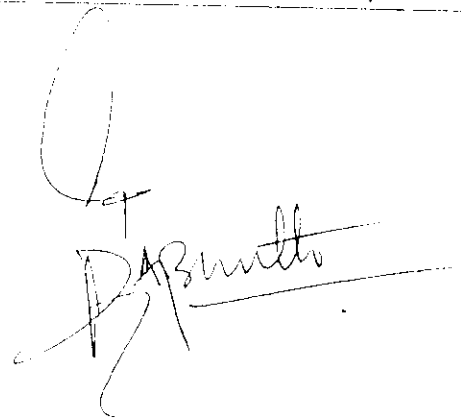
The fee is inclusive of the applicable government taxation.



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4. Stages of Payment

A: Collection and documentation of existing data.	25%	249962/-
B: Analysis of site and design Modifications.	20%	199972/-
C: Preparation of rehabilitation and restoration documents.	25%	249962/-
D: Preparation of Design Development Drawings.	10%	99985/-
E: Preparation of Working Drawings.	10%	99985/-
F: Construction Phase	10%	99985/-
	TOTAL	999851/-



DAB Smith

Issue to: Paramount Engineering Consultants

Vide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Establishment of Durgamhaty Museum Karachi 5th floor Library (Consultancy)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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

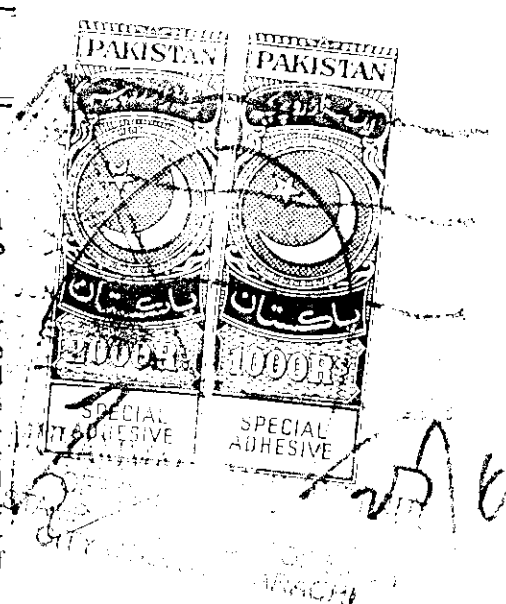
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.


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

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

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

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




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B-306, Al-Azmat Quarter
Gulshan-e-Iqbal, Karachi

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

Receipt No. _____ 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 ~~we~~ not deposit

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

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 duty authorized Assistant)

Date: the _____ day of _____ 199

Condition of Contract

Clause 1.—The ^{Person} ~~Persons~~ whose tender may be accepted (hereinafter called

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

*Amount to be specified in words and figures

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

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

**Signature of contractor before submission of tender

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

*Signature of the officers by whom accepted.

security deposits.

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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 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 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

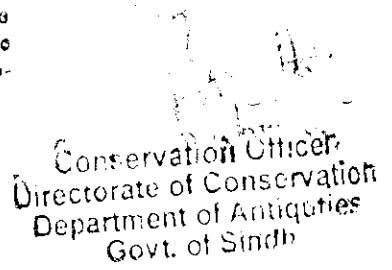
Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding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

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

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

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


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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-received nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof. In any respect of the accuracy of any claim, nor shall it constitute, determine or effect in any other way the accuracy of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, 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.

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

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.

Bill to be submitted monthly.

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 denote a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The changes to be made in the bills shall always be entered on the reverse side of 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 or the bills be made, provided for such work.

Bill to be submitted monthly.

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

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

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

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding etc.

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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 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Supdtg. Engine to be final.

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

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part 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 to be estimated.

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

Action where no specification.

Paramount Engineer in Charge
B-306, Al Azam Center
Gulshan-e-Iqbal, Karachi

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

Divisional Accountant.

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

Contractor.



Executive Engineer,

Executive Engineer,
Division

Paramount Engineering Consultants
B-306, Al-Azmat Center
Gulshan-e-Iqbal, Karachi

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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 Departments 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

Page No. _____
Date _____

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

SCHEDULE A

Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Units	Rs.	Ps.	

Note:--The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

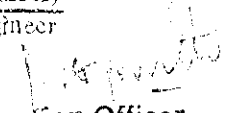


(Signature of contractor)



(Signature of Executive Engineer)
Assistant Engineer

Paramount Engineering Consultants
B-306, Al-Azhar Center
Gulshan-e-Iqbal, Karachi


Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} ~~added to~~ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Engineer-in-charge that the materials required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government or any contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantity entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of humans etc. labour.

Clause 39.—The contractor shall employ and manage, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on or commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).


(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

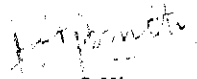
Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani, Timbers to be used.

Clause 44.—As far as possible, Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others to be Tim British.


Paramount Engineering Consultants
B-113, Al-Farooq Road,
G.D. Chowk, Lahore, Pakistan


Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Filing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And liable for services attending from non-provision of lights, fencing etc.

Measure for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall be bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Friday.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

Paramjit Singh
B. Sc., B. A., M. A., M. Com.
Contractor

Conservation Officer
Department of Conservation
Department of Antiquities
Govt. of Sindh

confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specifications and drawings not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at $\frac{2}{3}$ (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any amount of compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for enforcing claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

Paramount Engineer-in-Charge
B-304, P-1-Ann
Gulshan Bagh, Karachi

1. Clause 6.

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials removed and except for any sum actually realized by the sale thereof.

Removal of Bundhis.

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment of intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

Conservation Officer
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Govt. of Sindh

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
do	do
do	do

and abide the programme of detained progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work .. 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work .. 1/104/108/110 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

*Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (e).

†The amount of this percentage not exceeding 10% will be fixed in every case/suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Paramount Engineering Consultants
Director
Govt. of Sindh

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Government of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(b) The amount of security money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note c Clause of a conditions of contract.


(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh


Paramount Engineering Consultants
B-308, Agha Khan Centre
Gulshan-e-Iqbal, Karachi



10



No: CO/Antiquities/NIT/ 2011-12/ 662- 3-11
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

Ph: 021-99222880

M/s Shandar Associates
Govt Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central Prisons Jail Hyderabad (Watch Tower No.1)

The rates quoted by you for the above said work @ Rs. 996700/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

C to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

30/11

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No.1)

To Whom Tender Issued:- m/s Shandar Associates

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993565 DATED 10/5/12

BANK & BRANCH MCB Presidency Cant Bdr AMOUNT RS: 1,000/-

BID SECURITY NO: 1993620 DATED: 10/5/12 AMOUNT RS: 20000/-

BANK & BRANCH MCB Presidency Cant Bdr DATED 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14/05/12

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|--|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 9967000/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

Larost

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

SHANDAR ASSOCIATES
CONTRACTOR
[Signature]
Proprietor

SCHEDULE-B

NAME OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HYDERABAD (WATCH TOWER NO.1)

SN	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/c scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	3489.00	26/00	P-Sft	RS: 90714/00
2	Applying floating coat of lime chiroli/Cement 1/32" thick as adhesive link between old and new concrete as directed by Engineer Incharge.	2739.00	8/27	P-Sft	RS: 24021/00
3	Providing and laying 1/2" thick lime chiroli plaster on wall, ceiling of dome etc with 1: Lime 1: Chiroli 1: Sand (1:1:1).	2739.00	24/47	P-Sft	RS: 67023/00
4	P/L cement plaster 3/4" on ground floor ratio 1:4 i/c cutting.	2739.00	36/50	P-Sft	RS: 99923/00
5	Replacing color eaten bricks.	2000.00	35/00	Each	RS: 70000/00
6	Providing and laying topping of cement concrete 1:2:4 i/c surface finishing & divide into pannels (2" thick)	1089.00	60/60	P-Sft	RS: 65993/00
7	P/L Two coats of bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)	2000.00	35/00	P-Sft	RS: 70000/00
8	Cement Pointing.	990.00	30/00	P-Sft	RS: 29700/00
9	Scraping & brushing steel grill and iron work.	42.00	69/00	P-Sft	RS: 2898/00
10	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture. applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (3 coats) as per instructions of Architect.	2739.00	42/00	P-Sft	RS: 115038/00

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Painting of M's Grill and Guard bars.

990.00 33/90 P-Rit

RS: 33561/00

Repairing of existing spril iron stair case i/c repairings & providing missings parts of Iron/Steel etc with scrapings & cleaning i/c all charges of labour

1.00 327800/00 P-Job

RS: 327800/00

TOTAL RS: 756700/00


SHANDAR ASSOCIATES

Proprietor





Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: Shanda Associates

File Payorder No: _____

Dated: _____

Amounting to Rs. _____

on account of the Work of: Conservation/Restoration

of Central Prison Jail Hyderabad (watch Tower No. 1)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

R 3088

**Percentage Rate Tender and Contract
for works**

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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

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

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

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

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

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



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27 JUN 1972

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

Receipt No. _____ 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].**

*Amount to be specified in words and figures

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

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

Dated the _____ day of _____ 199

(Witnesses ***)

(Address)

(Occupation)

**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)

*Signature of the officers by whom accepted.

Dated the _____ day of _____ 199

Condition of Contract

Security Deposits.

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

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

Conservation Officer
Directorate of Conservation
Department of Antiquities

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

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

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

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

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

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

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

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

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

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

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

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

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

Bill to be submitted monthly.

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

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

Materials to be supplied from the store.

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

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

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Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding etc.

[Signature]
 Conservation Officer
 Department of Conservation
 Department of Antiquities

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.

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

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

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

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the 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.

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

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Changes in the constitution of firm to be notified

Works to be under direction of Superintending Engineer

Decision of Superintending Engineer to be final.

Stores of European or American manufacture to be obtained from Government

Lump sums to estimate.

Action where no specification.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

Conservation Officer,
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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 Departments Head-book and other specifications of the Division or as directed.

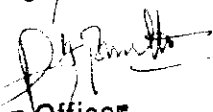
Note 2—All the columns in the Schedule should be filled in, in ink and the total of the entries in the last column should be struck by the contractor under his signature

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


Conservation Officer.
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

0.



Ph: 021-99222880

M/s J.B.F. Consett Co.
Govt Contractors
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of KMC
Bldg MA Jinnah Rd. Korachi (2/Floor Heritage & Cell)

The rates quoted by you for the above said work @ Rs. 989900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and the period specified and before the commencement of work you are requested to complete the B-II agreement form and affix the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started within a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be reckoned from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

4-ii

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Arson Affected Buildings K.M.C. Building,
M.A. Jinnah Road, Karachi. (ii) Inside Wood work (Ground Floor Heritage
& Cell)

To Whom Tender Issued:- M/s J.B.F. Constt Co

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993580 DATED 10/5/12

BANK & BRANCH NCB Pecody Cent Br AMOUNT RS: 1,000/-

BID SECURITY NO: 4235672 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Bank Al-Habib Behrapur Br DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 989,900/- as per Quoted rates on the amount shown/ filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

J.B.F. Construction Company
CONTRACTOR
Proprietor

SCHEDULE-B

NAME OF WORK: CONSTRUCTION OF RESTORATION OF BRICKS AFFECTED
 BUILDING OF M.C. MAJINAB ROAD KARACHI
 (INSIDE WORK) (GROUND FLOOR HERITAGE & UTILITY)

S.No.	Name of work	Quantity	Rate	Amount	Unit
1	Supply and installation of wooden chockers and posts, large and tower bolts, cheeks, cleats, handle and cords with hooks, etc.	2900	3400/-	9890000/-	
2	Providing and putting in place of concrete including preparing of surface for pouring, forming, curing, surface and filling and finishing, all labour and material charges approved by Architect/Engineer.	33	30000/-	990000/-	

TOTAL RS: 9899000/-

[Signature]
 B.O.
J.B.F. Construction Company
 Proprietor
[Signature]

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

Issue to: J. B. F. Consttication Co.

vide Payorder No: _____

Dated: _____

Amounting to Rs. _____

on account of the Work of: Conservation/Restoration

of KMC Building MA Tinnah Rd Karachi 4/3/80 Heritage cell

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

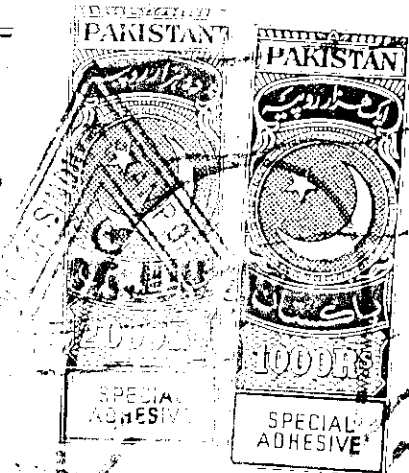
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

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

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



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

Receipt No. _____ 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

*Amount to be specified in words and figures

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

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

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

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

Dated the _____ day of _____ 199

**Signature of contractor before institution of tender

(Witnesses ***)

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

(Address)

(Occupation)

**Signature of the officers by whom accepted.

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

Executive Engineer

Division for his duty authorized Assistant

Dated the _____ day of _____ 199

Condition of Contract

Security Deposits

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

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

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Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Javed
J.B.F. Construction Company

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

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

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

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

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

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

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

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

Conservation Officer
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J.B.F. Construction Company

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

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

Payment at reduced rates on account of 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 before a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The 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 ascertain stores to be provided by the Engineer-in-charge (such material shall also, and the prices to be charged herefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for its 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 workman-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 purchaser, the said specification being a part of the contract. The contractor shall also

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

A. M. M. M.
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Javed
J.B.F. Construction Company

if 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 continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

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.

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

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

Contractor to supply plant, implements scaffolding etc.

Conservation Officer
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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 3 thereof and in addition the contractor shall not be entitled to recover to 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 loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superint. Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

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

Lump sums to estimates.

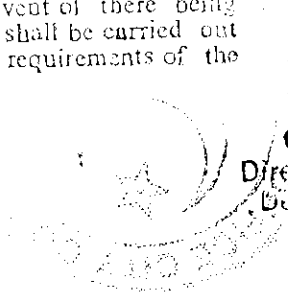
Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being to Divisional specification, than in such case the work shall be carried out in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

Action where no specification.

Javed
J.B.F. Construction Company

Proprietor

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh



[Handwritten signature]

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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. 1005-I dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer.

Executive Engineer,
Division

[Signature]
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

[Signature]
J.B.F. Construction Company

Proprietor



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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 bid 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. 1006-4 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor,

Executive Engineer,

Executive Engineer,
Division

Conservation
Directorate of C
Department of
Govt. of S

Javed
J.B.F. Construction Company

Proprietor

to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35. The percentage referred to in the tender shall be ^{deducted to} ^{added to} the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will howfoes be entitled, to a refund of such of the charges as are permissible under the evere on obtaining a certificate from the Engineer-in-charge that the materialsw required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injum principal to the workmen. If such compensation is paid by the Government ruany under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawat*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

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J.B.F. Construction Company

D.A. P. M. S.
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

And liable for damages arising from non-provision of lights, for-
etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measure for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to this officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited by not producing it without the approval of the public officer or if Contractor becomes insolvent.

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Department of Antiqu
Govt. of Sindh

continue exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specification and design not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at () percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship or with material of inferior quality, or

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Department of Antiquities
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J. B. F. Jewell
Construction Company

Clause 6. If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building on or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by the Engineer-in-charge or where the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or dirt so removed except for any sum actually realized by the sale thereof.

Removal of Bundhis.

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.



Handwritten signature and date at the bottom left.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in of the time
do do do
do do do

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—

In 1/4 1/2 3/4 of the time
Reasonable progress of earth work 1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work 1/10 1/8 1/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case;

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case so suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Javed
J.B.F. Construction Company

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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Government of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate bill.

(a) General description

(b) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 513 and 514 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit at all be in accordance with paras 513 and A 514 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence

months.

Should this tender be accepted we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Javed
J.B.F. Construction Company

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Ph: 021-99222880

M/s J. B. F. Constt. Co.
Govt Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of RMC
Building M.A. Jinnah Rd. (Road Side Faced wall (G/Floor
Heritage Cell)

The rates quoted by you for the above said work @ Rs. 981900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME: Conservation/Restoration of Arson Affected Buildings K.M.C. Building,
M.A. Jinnah Road, Karachi. (i) Road Side Faced Wall (G. Floor Heritage &
Cell)

To Whom Tender Issued:- M/s J.B.F Constt. Co.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993569 DATED 10/5/12

BANK & BRANCH MCB Preechly Qrt Br AMOUNT RS: 1,000/-

BID SECURITY NO: 4235669 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Bank Al-Habib Behrapir Br DATED: 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- a) General Description: - As Above
- b) Estimated Cost: - Rs: 10,00,000/-
- c) Bid Security 2%:- Rs: 20,000/-
- d) Security Deposit i/c BS 10% Rs: 200,000/-
- e) Percentage to be deducted from bill 8% as S. Deposit Rs: 80,000/-
- f) Time allowed for completion of Scheme 24 (Twenty four) Months.

[Handwritten signature]

I/ we undertake hereby Tender for the execution of the above work for Rs: 98,19,000/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

[Handwritten signature]

In case my/ our Tender is accepted i/ we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

J.B.F Construction Company

CONTRACTOR *Proprietor*


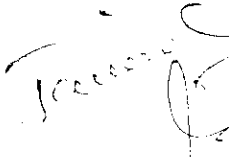
SCHEDULE-B

WORK: CONSERVATION, RESTORATION OF ARSON AFFECTED

VOLUME - 3. K.M. MAJUMDAR ROAD, KARAI III

Responsible R. S. GILLI (GRD) Y.P. FOR HERITAGE, K.C.D.D.

Sl. No.	Description of work	Quantity	Rate	Unit	Amount
1	Removal of Stone lintel and other elements to procure original stone possible, etc. and delivery of material	10000	54/83	RS	200,352/-
2	Timbering, cladding, and protection of damaged parts, etc. as per specifications of work, etc. etc.	30000	85/-	RS	25,50,000/-
3	Plastering and painting of damaged parts of building	30000	50/-	RS	15,00,000/-
4	Painting of iron work	20000	33/-	RS	6,60,000/-
5	Painting Steel Iron Work	20000	89/90	RS	1,78,000/-
				TOTAL	48,22,952/-



 J. S. Gilli - E.P.B.

Issued to: J.B.F Construction Co.

Vide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
of KMC Building Main Minnah Road (Road Side Facade)
(1st Floor Heritage Cell)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works



General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

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

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

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

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

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

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

Receipt No. _____ 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

*Amount to be specified in words and figures

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

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

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

(Witnesses ***)

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

(Address)

(Occupation)

Signature of the officers by whom accepted.

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

and its deposits.

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

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

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

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

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

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

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

Payment at reduced rates on account of 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 before 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 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 rate 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 at a 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, hereinafter as hereinafter mentioned being so far as possible 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 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 deposit, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Materials to be supplied by Govt. stores.

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

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

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then 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 it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure 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 certificate.

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

Contractor to supply plant, ladders, scaffolding, etc.

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Handwritten signature

thereupon stand forfeited and be absolutely at the disposal of Government and 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.

Some payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

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

Lump sums in estimates.

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

Work when no specification

J. B. F. Construction Company

Proprietor

Government of India
Department of Public Works
P. W. D. Stores
Circular No. 1000
1911

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

J.B.F. Construction Company

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Proprietor



No: CO/Antiquities/NIT/ 2011-12/ 664 C-1
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

Ph: 021-99222880

M/s J. B. F. Constt. Co.
Govt Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of KMC
Building M.A. Jinnah Rd. (Road Side Faced wall (G/Floor
Heritage Cell)

The rates quoted by you for the above said work @ Rs. 981900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

4-i

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME: Conservation/Restoration of Arson Affected Buildings K.M.C. Building,
M.A. Jinnah Road, Karachi. (i) Road Side Faced Wall (G. Floor Heritage &
Cell)

To Whom Tender Issued:- M/s J.B.F Constt Co.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993569 DATED 10/5/12

BANK & BRANCH MCB Presdy C&T Br AMOUNT RS: 1,000/-

BID SECURITY NO: 4235669 DATED: 9/5/12 AMOUNT RS: 20,000/-

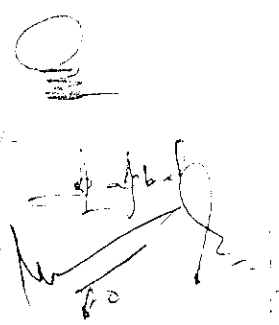
BANK & BRANCH Bank Al-Habib Behrapir Br DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |



I/ we undertake hereby Tender for the execution of the above work for Rs: 9819000/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

J.B.F. Construction Company

CONTRACTOR Proprietor


SCHEDULE-B

ITEM OF WORK: CONCRETE WORK RESTORATION OF BRICKWORK AFTER FIRE

KINDRA MAJINVALE ROAD, VARANASI

Rajendra Sidhi Lal Bhandari Group of Institutions, Varanasi

Sl. No.	Description of Work	Quantity	Rate	Unit	Amount
1	Removal of Stone masonry of 100mm thick wall & replacement with original stone pointing & cement chalking of 10mm thick	15.00	54/83	m ²	202,500/-
2	Removal of existing concrete of 100mm thick masonry of 100mm thick masonry & replacement with concrete of 100mm thick	10.00	85/-	m ²	7,50,000/-
3	Plastering of face of concrete masonry of 100mm thick	30.00	50/-	m ²	1,50,000/-
4	Painting of face of concrete masonry	10.00	33/-	m ²	7,55,700/-
5	Painting of steel iron work	10.00	89/90	m ²	2,05,835/-
					10,81,900/-


 Rajendra Sidhi Lal Bhandari
 Group of Institutions, Varanasi

Issue to: J.B.F Construction Co.

Wide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
of KMC Building M-4 Minrah Road (Road Side Handball
(On Floor Heritage Cell)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works



General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

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

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

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

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

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

[Signature]
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

[Signature]
J.B.F Construction Company

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

Receipt No. _____ 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

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should ~~it~~ ^{We} not deposit

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

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

(Witnesses ***)

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

(Address)

(Occupation)

Signature of the officers by whom accepted.

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

Contract's deposit

Clause 1.—The ~~Person~~ ^{Person} whose tender may be accepted (hereinafter called

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

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Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Javed
J.B.F. Construction Company

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

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

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

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

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

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

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

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

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

Payment at reduced rates on account of item of work not accepted as completed to be at the 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 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 without and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor and contract.

Bill to be submitted as per contract conditions.

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.—In the specification or estimate of the work provided for the use of any material description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor supply 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 as far as possible for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the unseized 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 raised 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.

Materials to be supplied from Govt. store.

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

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

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

Clause 20.--If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land 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 requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, ladders, scaffolding, etc.

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 Directorate of Conservation
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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 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited 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 the Government to be obtained from Government

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

Lump sums in estimates.

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

Work where no specification

J. B. F. Construction Company

Proprietor

Contract approved by the Government of India

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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, 1959, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer,
Division


J.B.F. Construction Company

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Proprietor

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 Departments 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

[Handwritten signature]

Note—To be continued on additional sheets if found necessary

[Official Stamp: Survey of India, Department of Public Works, Civil Signer]

J. B. F. Construction Company



Ph: 021-99222880

M/s Raheel Construction
Govt Contractor
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration/Rehabilitation
of Shanshai Masjid Saadabadi (Re-Const: of Madarsa)

The rates quoted by you for the above said work @ Rs. 994,700/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of () which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration/Rehabilitation of Shanshahi Masjid,
Shanshahi Goth, Near Saeedabad. (Re-Construction of Madarsa)

To Whom Tender Issued:- m/s Raheel Construction

TENDER FEE RECEIVED VIDE PAY ORDER NO. 993577 DATED 10/5/12

BANK & BRANCH MCB Preedy Qrt Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1117454 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Sik Bank Korangi Br DATED 9/5/12

DATE OF ISSUED OF TENDER 9/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 994700/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non-judicial Stamp Paper at the contract value at my risk and cost.

Raheel Construction
CONTRACTOR

Proprietor

994700/-
Lowest

SCHEDULE-B

**NAME OF WORK: CONSERVATION / RESTORATION / REHABILITATION OF
SHANSHAH MASJID, SHANSHAH GOTH, NEAR SAEEDABAD
(RE-CONSTRUCTION OF MADARSA)**

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/e scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	690.00	26/-	P-Stl	RS: 17940/-
2	Dismantling pacca brick masonry.	2025.00	28/84	P-Ch	RS: 58401/-
3	Removing debris from site out side the municipal limit or as Directed by Architect.	2715.00	7/50	P-Ch	RS: 20362/-
4	Excavation in foundation of building and bridges and other structures including dig belling, dressing filling around structure with excavated earth watering & ramming lead up to one chain and lift up to 3' ft. In ordinary soil.	3396.00	8/-	P-Ch	RS: 27168/-
5	Providing and laying 1:4:8 Cement concrete bed under floor using graded stone ballast 2" and down gauge with leveling ramming watering and curing etc. complete.	1311.75	110/-	P-Ch	RS: 144292/-
6	Pacca brick masonry in foundation and ground floor (including striking of joints) in lime sand surkhi mortar. 1:1:1	1687.50	137/74	P-Ch	RS: 232436/-
7	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/e scaffolding disposal of rubbish material out side the municipal limits or as directed by Engineer Incharge.	123.00	28/-	P-Stl	RS: 3444/-

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CONTRACTOR

**CONSERVATION OFFICER,
Department of Antiquities
Government of Sindh**

	Fabrication of steel reinforcement for cement concrete i/c cutting, landings layings in position. (For Bar).	5.49	<u>4577/30</u>	P-Cwt	RS: <u>25134/-</u>
9	Kashi tile skirting (4" to 12") over a base 1.2" thick i/c cutting in position proper racking out joints etc complete.	80.00	<u>164/70</u>	P-Sft	RS: <u>13176/-</u>
10	P/F iron Tee 2"x2" size Best quality i/c supplying, cutting layings in position.	35.24	<u>6073/-</u>	P-Cwt	RS: <u>214020/-</u>
11	Providing and laying topping of cement concrete 1:2:4 i/c surface finishing & divide into pannells (2" thick)	25.00	<u>42/-</u>	P-Sft	RS: <u>1050/-</u>
12	P/L Two coats o bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)	25.00	<u>35/-</u>	P-Sft	RS: <u>875/-</u>
13	Teak wood wrought. joinery in doors and windows etc. fixed in position including chowkats hold fasts hinges, iron tower bolts chocks cleats, handles and cords with hooks, etc.	84.00	<u>2700/-</u>	P-Sft	RS: <u>226800/-</u>
14	Cement Pointing lime /cement to match the existing shape of building.	320.00	<u>30/-</u>	P-Sft	RS: <u>9600/-</u>
					TOTAL RS: <u>994700/-</u>

CONTRACTOR

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[Handwritten signature]
 Approved
 A.B.S.

CONSERVATION OFFICER,
 Department of Antiquities,
 Government of Sindh

Issue to: Rabeel Construction

Dated: _____

Wide Payorder No: _____

Amounting to Rs. _____

on account of the Work of: Conservation/Restoration/

Rehabilitation of Sher Shah Masjid, Shahabuddin Cantt. Aligarh
Saeedabad (Re-construction of Madrasa)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works



General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

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

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

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

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

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

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Conservation Officer
Directorate of Conservation
Department of Antiquities

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

Receipt No. _____ 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 deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions]. **

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 (for his duty authorized Assistant)

Dated the _____ day of _____ 199

Condition of Contract

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

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

*Amount to be specified in words and figures

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

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

**Signature of contractor before submission of tender

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

*Signature of the officers by whom accepted.

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Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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

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

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

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

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

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

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

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Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine, or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise 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 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 before 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 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 as therein 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 materials and stores and the prices to be charged herefor as hereinafter mentioned being set out as prices to be charged 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 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 deposit, 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 or sale for this 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.

Materials supplied to Govt. property.

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

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

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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 an effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

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

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

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

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superint. 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 and articles manufactured to be obtained from Government

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

Lump sums to be estimated.

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

Action where no specification.

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Conservation Officer
Directorate of Conservation
Department of Antiquities
of Sindh

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his bid 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. 1005-I dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer.

Executive Engineer,
Division.

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Ph: 021-99222880

M/s Raheel Construction
Govt Contractors
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration/Rehabilitation
of Shenshai Masjid Saeedabad (Re-Const. of Madarsa)

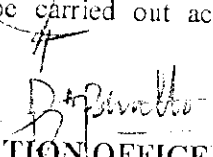
The rates quoted by you for the above said work @ Rs. 994,700/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of () which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill,

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} ^{added to} the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will howsoever be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government or any contractor, it shall be recoverable by the Government from the contractor under sub-section (1) of section 12 of the said Act on behalf of the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of unskilled labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawat*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others' be Tim British

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And liable for damages arising from non-provision of lights, fencing etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assaying in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works areas.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for Sub-letting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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Executive Engineer
In-charge

conform exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit bid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects in which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Final certificate

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from the ground, walls, windows, work floors, or other parts of any structure or upon which the work has been executed, and until the work shall have been measured by the Engineer-in-charge or when the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish and cleaning of dirt or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials or dirt, and except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7.A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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Conservation Officer
State of Punjab

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
—do—	—do—
—do—	—do—

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

	In 1/4	1/2	3/4	of the time
Reasonable progress of earth work	1/6	1/2	3/4	of the total value of work to be done.
Do do of masonry work	1/104	108/10	do	do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

*This will be the same percentage as that in the tender at (c).
†The amount of this percentage not exceeding 10% will be fixed in every case in suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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Handwritten signature
Executive Engineer
Contractor

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in an separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with para 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 3 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

Handwritten signatures and scribbles at the bottom of the page.

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12



No: CO/Antiquities/NIT/ 2011-12/666 (A) ²⁻¹¹
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/7 2012

Ph: 021-99222880

M/s M.A. Bhejani Builders
Lead Contractor
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of
Kothari Prade Clifton Korachi (Pier)

The rates quoted by you for the above said work @ Rs. 394,900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

2-71

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIH/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Khotari Parade Clifton, Karachi.(Pier)

To Whom Tender Issued:- M/s M.A. Bhojani Builders.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 4235678 DATED 9/5/12

BANK & BRANCH Bank Al-Habib AMOUNT RS: 1,000/-

BID SECURITY NO: 1117445 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH SILK BANK KARACHI BR. DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 994900/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

M. A. BHOJANI BUILDERS
CONTRACTOR

Proprietor

SCHEDULE-B

**NAME OF WORK: CONSERVATION / RESTORATION OF KHODIARI
ARCADE CLIFTON, KARACHI (PIER)**

Sl. No.	Description of work	Quantity	Rate	Unit	Amount
1	Removal of some masonry wall with m.c. detergent cemental with special care without effecting original shape & condition i.e all charges of labour material & scaffolding as directed by	715.00	80/-	RSF	RS. 137500/-
2	Cleaning of Stone facade with hammer chisel to prepared in original stone position to entire satisfaction of	1.000	95/-	RSF	RS. 163020/-
	restoring them using stone of same quality and size i.e supply & fixing a site with same material existing i.e all charges scaffolding etc complete.	1.000	60000/-	RSF	RS. 600000/-
3	Cement Pointing	2.000	35/-	RSF	RS. 94380/-

TOTAL RS. 994900/-

M. A. Bhojani
M. A. BHOJANI BUILDERS
Proprietor

[Signature]

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: M.A. Bhojani Buidley

Wide Payorder No: _____

Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
Rehabilitation of Shau Mahal Masjid near Shau Mahal Galla
Saeed Abad. (Wall Extension Work)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

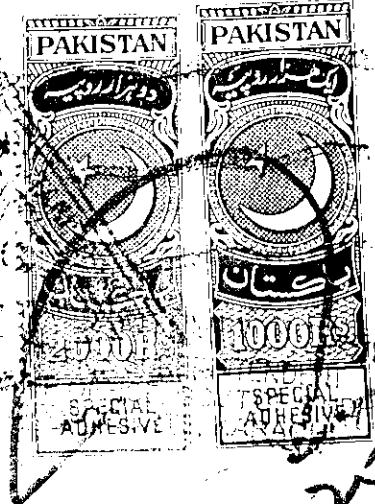
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**Percentage Rate Tender and Contract
for works**

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful 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



25/6

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

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

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

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

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

Q

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Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

[Handwritten signature]

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

Receipt No. _____ 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 do 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)

Date the _____ day of _____ 199 _____

Condition of Contract

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

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

and by deposit.

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

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

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

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


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

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

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

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

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


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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, misdone, imperfect or unsatisfactory work to be removed or taken away and re-constructed, or re-erected or such any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine or effect in any other way the concern of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

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

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

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

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material may be iron and the prices to be charged, therefore as hereinafter mentioned being that as price scale 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 thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for its 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.

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

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

Bill to be submitted frequently.

Bills to be on the printed forms.

Stores supplied by Government.

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

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding etc.

whereupon 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.

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

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

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

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

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the 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.

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

Sums payable by way of compensation to be considered as a reasonable compensation without reference to actual loss.

Changes in the constitution of firm to be notified

Works to be under direction of Superintending Engineer

Decision of Superint. Engineer to be final.

Stores of European or American manufacture to be obtained from Government

Lump sums in estimates.

Action where no specification.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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.

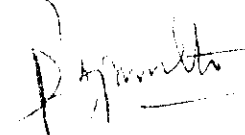
Divisional Accountant.

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

Contractor.

Executive Engineer,

Executive Engineer,
Division


Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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 Departments 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

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh



Ph: 021-99222880

M/s Paramount Engg. Consultant
Trout Consultant
Koraela

SUBJECT: WORK ORDER FOR Establishment of Epigraphy
Museum Koraela Sadqain Gallery (Consultancy)

The rates quoted by you for the above said work @ Rs. 999851/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (024 Twelfth mo) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
 You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.

[Signature]
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

6/17

TERMS AND CONDITIONS OF ESTABLISHMENT OF MUSEUM OF EPIGRAPHY AT KARACHI

(II) FIRST FLOOR SADEQAIN GALLERY (CONSULTANCY)

1. Scope of Work

In order to achieve a successful of site, **Establishment of Museum of Epigraphy at Karachi (i) First Floor Sadqain Gallery (Consultancy)** and its surrounding landscape, following tasks will need to be performed by the consultant.

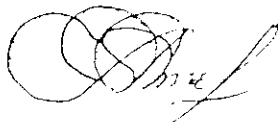
A: Collection and documentation of existing data.

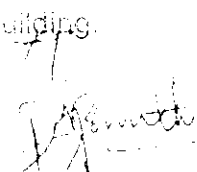
Survey report of the present buildings with their surrounding context including:

- Site and building utilities survey based on observations on site.
- Identification of weathering deficiencies through observations on site.
- Measured Drawings of all the existing buildings on site with initial identification of problem areas.
- Photographic survey.

B: Analysis of sites and design modifications

9. Site and building utilities survey of the items identified in A with input of Structural, electrical, plumbing and mechanical engineers.
10. Report on techniques to be utilized for restoration of woodwork, stonework, etc... etc....
11. Present Usage/Physical condition
 - Comparison and identification of changes and additions which the buildings and site have undergone.
 - Identification of the reason why these divergences have happened (due to space constraints, modernization, etc.)
12. Preparation of drawings of the original building/site.
 - Preparation of a set of drawings of the original condition of the building.




Confirmation Officer,
Directorate of Conservation,
Department of Antiquities,
Govt. of Sindh

C: Preparation of conservation and restoration documents for approval to the Heritage Committee

7. Formulation of Present and Future Program Requirements of the Building and surrounding landscape based on;
 - Study of existing Usage of Space and Requirements
 - Discussions with the staff in charge.
 - Study of International and Local Standards.
 - Preparation of design brief with input of the staff in charge.
8. Conservation plan
Based on Analysis
9. Preparation of Sketch design proposals for the building/site and its surrounding landscape for discussion purpose and approval from the heritage committee.

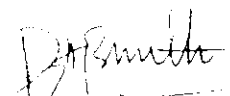
D: Preparation of Design Development Drawings

9. Preparation of Design Development Drawings with the input of structural, electrical, plumbing and mechanical engineers to be employed by the architect.
10. Prepare from the approved conceptual design, specifications, general definitions for material usage and finishing.
11. Submit a revised statement of probable cost based on the covered area of the approved schematic design.
12. Prepare the necessary documents and plans for submission to the any other relevant authority.

E: Preparation of Working Drawings

2. Prepare from the approved design development documents, working drawings, specifications and bill of quantities setting forth in detail the work to be done by the contractor.
3. Preparation of Tender documents.



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F: Construction Phase

13. Examine and approve the contractor's schedule of work.
14. Finalize the design of finishing materials with the approval of the Secretary Department of Antiquities/Technical Committee.
15. Prepare colour schemes and any further details required to complete the work.
16. The architect or his representatives shall top-supervise the construction on weekly basis and help determining if the work is proceeding in accordance with the contract documents and instructions.
17. Consultant will submit the qualification documents of Engineer and concerned staff to Conservation officer before the execution of work.
18. Issue completion certificate to the contractor, if the client so desires.



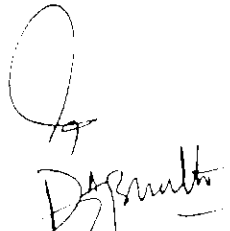
Conservation Officer
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Govt. of Sindh

2: Consultant's fee

The fee for the above mentioned services has been calculated on the basis of 3.32% of the estimated construction cost at the estimated rate of Rs. 30116000/sqft for the works.

Once the initial cost estimates have been prepared in the Design Development phase (D) and the subsequent phases this will be adjusted by the both parties. The project construction cost shall include the cost of all works designed or supervised by the architect.


The fee is inclusive of the applicable government taxation.

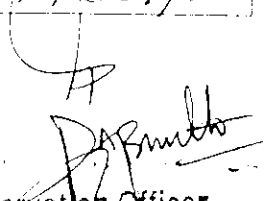


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4. Stages of Payment

A: Collection and documentation of existing data.	25%	249962/-
B: Analysis of site and design Modifications.	20%	199972/-
C: Preparation of rehabilitation and restoration documents.	25%	249962/-
D: Preparation of Design Development Drawings.	10%	99985/-
E: Preparation of Working Drawings.	10%	99985/-
F: Construction Phase	10%	99985/-
	TOTAL	999851/-


CONTRACTOR


Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: Paramount Engineering Consultants

Vide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Establishment of Epigraphy ~~at~~ Museum at Karachi Sadqain Gallery (Consultancy)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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

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

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

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

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

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

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B-305, Al-Azmat Center
Guishan-e-Iqbal, Karachi



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

Receipt No. _____ 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 ¹/_{We} not deposit

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

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)

Date: the _____ day of _____ 199

Condition of Contract

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him,) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount topercent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may 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 no cash security deposit is to be taken.

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

**Signature of contractor before submission of tender

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

*Signature of the officers by whom accepted.

security deposit.

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

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

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

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


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

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

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

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

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


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against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclusively 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 try to 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 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 means to be employed as hereinafter mentioned being taken as precedence for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract) then the contractor 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 thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for its purpose. All materials supplied to the contractor shall remain the possessive property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

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

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

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that any materials or articles provided by him for the execution of the work are unworkable, 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 it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding etc.

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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 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

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

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited 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.

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.

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

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Change in the constitution of firm to be notified

Works to be under direction of Superintending Engineer

Decision of Supty. Engrs to be final.

Stores of European or American manufacture to be obtained from Government

Lump sums in estimates.

Action where no specification.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue

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

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

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

Payment of Sale Tax

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

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

Divisional Accountant.

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

Contractor.

Executive Engineer,

Executive Engineer,
Division



Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of India

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 Departments 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

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Gulshan-e-Iqbal, Karachi

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh



GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28-05-2012

Ph: 021-99222880

M/s Raheel Construction
Govt Contractor
Roreela

SUBJECT: WORK ORDER FOR Conservation/Restoration/Rehabilitation
of Shanshaw Mosque Saeedabad (Roof treatment)

The rates quoted by you for the above said work @ Rs. 995,600/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of () which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration/Rehabilitation of Shanshahi Masjid,
Shanshahi Goth, Near Saeedabad. (Roof Treatment)

To Whom Tender Issued:- m/s Raheel Construction

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1983570 DATED 10/5/12

BANK & BRANCH MCB Preedy East Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1117453 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Bank Korangi Br DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 995600/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

Raheel Construction
CONTRACTOR

Proprietor

SCHEDULE-B

NAME OF WORK: CONSERVATION / RESTORATION / REHABILITATION OF
SHANSHAH MASJID, SHANSHAH GUTTI, NEAR SALEEDABAD
(ROOF TREATMENT)

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Dismantling of Decayed lime terraced flooring 3" thick on average with special care to avoid any sort of damage to adjoining old structure.	5600.00	23/-	P-Sft	Rs: 128800/-
2	Removing debris from site outside the municipal limit or as Directed by Architect.	5600.00	7/50	P-Cft	Rs: 42000/-
3	Water proofing sheet 3 mm (Geo Membrane) of approved quality under Khapril on wooden roof i.e applying.	5600.00	94/70	P-Sft	Rs: 530320/-
4	P/L 2" thick topping of cement concrete 1:2:4 i.e surface, finishing and divide into pannels(1:2:4)	5600.00	52/50	P-Sft	Rs: 294480/-

TOTAL Rs: 995600/-

CONTRACTOR

CONSERVATION OFFICER
Department of Antiquities
Government of Sindh

Issue to: Rakeed Construction

Wide Payorder No: _____

Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration

Rehabilitation of Shamsai Masjid, Shamsahi Cross near Saeedabad
(Roof Treatment)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

R-3000

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

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

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

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

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

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



25 JUN 2012

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Conservation Officer
Directorate of Conservation
Antiquities

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

Receipt No. _____ 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 retained in case of non-acceptance or (b) the full amount of security deposit specified in the above memorandum, 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. **

*Amount to be specified in words and figures

**If the tender is not accepted the 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.

Dated the _____ day of _____ 199
(Witnesses ***)
(Address)
(Occupation)

Signature of the officers by whom accepted.

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

security deposits.

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

CLINT

Signature
Consentation Office
Ministry of Commerce
Government of Sindh

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

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

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

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

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

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

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

[Handwritten signature]
Conservation Officer
Directorate of Conservation

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefor as hereinafter mentioned being so far as possible 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, 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 its purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

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

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

10/2/21

Signature and stamp of the Engineer-in-charge.

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding etc.

10/12/11

14th March
 Director
 Department of Public Works
 Govt of Sindh
 Karachi

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

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

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Supdtg. Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

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

Lump sums in estimates.

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

Action when no specification.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

Clause 49.--I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1949, or any other law for the time being in force.

Payment of Sale Tax.

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

Interest or share 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 under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

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

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


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

Divisional Accountant.

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

Contractor.

Executive Engineer,
Executive Engineer,
Division


Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh



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 Departments 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

[Handwritten signature and official stamp]
[Faint text: ... of ...]

[Handwritten signature]



SCHEDULE A

Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Units	Rs	Ps.	

Note:—The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

(Signature of contractor)

(Signature of Executive Engineer)
Assistant Engineer


Conservation Officer,
Directorate of Conservation
Department of Agriculture

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be deducted to added to the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the provisions on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government or any under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing on the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on or commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani, Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others to be Tim British.

Handwritten signature in Urdu script.

Conservation Officer
Directorate of Conservation

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And liable for damages arising from non-provision of lights, fencing etc.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside work area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for sub-letting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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Handwritten text at the bottom right, possibly a date or reference number.

confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specifications and designs do not invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final,

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims.

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

Conservation Officer
Directorate of Conservation
Department of Antiquities

completion of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 50 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt including in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge, or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or dirt except for any sum actually realized by the sale thereof.

Removal of "Bundhis",

Clause 7.A.—In the case of silt clearance and other excavation works in channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advance.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

(Signature)

(Signature)

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

* of the work in of the time
--do-- --do--
--do-- --do--

and abide the programme of detained progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

In 1/4 1/2 3/4 of the time
Reasonable progress of earth work .. 1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work .. 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (e).

†The amount of this percentage not exceeding 10% will be fixed in every case on suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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Conservation Officer
Directorate of Conservation
Government of Sindh

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(c) The amount of refund money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(e) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken see note 1 Clause of a condition of contract.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(a) General description

(b) Estimated cost

(c) Earnest money

Rs.

(d) Security deposit—(Including earnest money)

Rs.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer

2





No: CO/Antiquities/NIT/ 2011-12/666 (c)
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 25-05-2012

Ph: 021-99222880

M/s Raheel Constructon
Privt Contractor
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration/Rehabilitation
of Ghanshai Masjid Saeedabad

The rates quoted by you for the above said work @ Rs. 994,000/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of () which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

SCHEDULE-B

NAME OF WORK: CONSERVATION RESTORATION REHABILITATION OF
SHANSHAH MASJID, SHANSHAH GOTH, NEAR SAEED ABAD

S No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i.e scaffolding disposal of rubbish material outside the municipal limits or as directed by Architect (wall).	6660.00	28 28/-	P-Sft	Rs: 186480/-
2	Providing and laying 1/2" thick lime chirol plaster on wall, ceiling of dome etc with 1: Lime 1: Chirol 1: Sand (1:1:1).	6660.00	29/60	P-Sft	Rs: 197136/-
3	P/E Kashi tile of same sizes and design as original as possible in chirol (1:2) the joints of the tilesto be treat with coloured pigment mortar.	1375.00	294/-	P-Sft	Rs: 404250/-
4	Burning off or rubbing down with parice stone or with caustic soda oil paint fom wood work & iron work. (Doors & Windows).	50.00	90/-	P-Sft	Rs: 4500/-
5	P/A spirit polish three coats of approved make (old surface) i.e rubbings and preparings the surface complete in all respect as per instruction of Architect.	106.00	127/-	P-Sft	Rs: 13462/-
6	Teak wood wrought, joinery in doors and windows etc, fixed in position including chowkats hold fasts hinges, iron tower bolts choeks cleats, handles and cords with hooks, etc 2" thick.	56.00	2700/-	P-Sft	Rs: 151200/-
7	Removing debris from site outside the munciple limit or as Directed by Architect.	6660.00	5/55	P-Cft	Rs: 36963/-

[Handwritten signature]
R.O.

TOTAL Rs: 994000/-

CONTRACTOR

CONSERVATION OFFICER,
Department of Antiquities
Government of Sindh

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration/Rehabilitation of Shanshahi Masjid,
Shanshahi Goth, Near Saeedabad.

To Whom Tender Issued:- M/S Raheel Construction

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993567 DATED 10/5/12

BANK & BRANCH MCB Precely Bx. AMOUNT RS: 1,000/-

BID SECURITY NO: 117452 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH SIR BANK Kerongi Bx. DATED 9/5/12

DATE OF ISSUED OF TENDER 9/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10%:- | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 994,000/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non-Judicial Stamp Paper at the contract value at my risk and cost.

M/S Raheel Construction
CONTRACTOR

Proprietor

Issue to: Rahel Construction.

Tele Payorder No: _____

Dated: _____

Amounting to Rs. _____

on account of the Work of Conservation/Restoration

Rehabilitation of Shah Jai Masjid Saeedabad

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

13000

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in 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

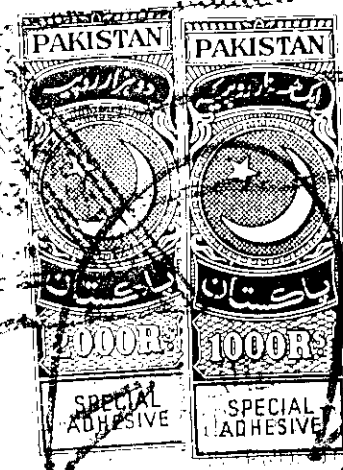
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

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

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



25/6

Conservation Officer

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

Receipt No. _____ 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

*Amount to be specified in words and figures

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

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

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

(Witnesses ***)

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

(Address)

(Occupation)

*Signature of the officers by whom accepted.

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

Executive Engineer

Division (or his duly authorized Assistant)


Date the _____ day of _____ 199

Condition of Contract

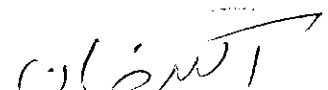
Security Deposit

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

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



Officer
Conservation
Comptroller



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

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

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

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

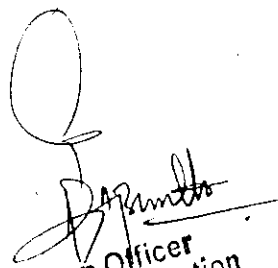
Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10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


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

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

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

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


Observation Officer
Conservation



against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine or effect in any other way the account 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 denote a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

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

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged herefor as hereinafter mentioned being so far as possible for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for its 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.

Materials supplied by Government.

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

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

26/11/1913

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

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

Works to be up
ca to inspect no

Contractor or
responsible agent
to be present.

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

Notice to be
given before work
is covered up.

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

Contractor liable
for damage
done, and for im-
perfections for
three months after
certificate.

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

Contractor to supply
plant, ladders
scaffolding etc.

Conservation Officer
Directorate of Conservation
Antiquities

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

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

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part 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 to estimates.

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

Action where no specification.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest to share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his bid 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 as a violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

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

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

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

Divisional Accountant.

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

Contractor.

Executive Engineer,

Executive Engineer,
Division

[Signature]
Conservation Officer
Directorate of Conservation
Department of Antiquities
of Sindh

SCHEDULE B.

Memorandum Showing Items of Work To be Carried out

em 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 Departments 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

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh



SCHEDULE A

Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Units	Rs.	Ps.	

Note:—The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

(Signature of contractor)

(Signature of ~~Executive Engineer~~
Assistant Engineer)

Conservation Officer
Directorate of Conservation
Department of Antiquities

to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage which applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent are stocking materials in any, should be paid by the contractor, who will howfoes be entitled, to a refund of such of the charges as are permissible under the evere on obtaining a certificate from the Engineer-in-charge that the materialswl requiredfor the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shalpaynsation compensation to his workmen payable under the Workmen's Col pencaused Act, 1923 (VIII of 1923). (hereinafter called the said Act) far injum principal to the workmen. If such compensation is paid by the Government rruany under sub-section (1) of section 12 of the said Act on behalf of the iescontractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner hid down in Clause 1 above.

Claim for quantity entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensationshall be allowed for any delay caused in e starting of the work on account of any acquisition of land or, in the case th of clearance works on account of any delay in according sanction to estimates

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani, Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others beTim British

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 Conservation Officer
 Department of Conservation
 and Antiquities

And liable for damages arising from non-provision of lights, fencing, etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works areas.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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Handwritten signature in English script.

continue exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final,

No claim to any payment or compensation for alteration into re-creation of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the fact amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship or with material of inferior quality, or

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Conservator of Antiquities
Department of Antiquities
Govt. of Sindh

Completion of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and clearing of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or expenses except for any sum actually realized by the sale thereof.

Removal of Bundhis,

Clause 7.A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel mentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

*	of the work in	of the time
--do--	--do--	--do--
--do--	--do--	--do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work .. 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work .. 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case, no suit requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(b) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of para 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money Rs.

(d) This deposit shall be in accordance with para 515 and 516 A of the P.W.D. Manual.

(d) Security deposit—(including earnest money) Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

[Handwritten Signature]
Officer





No: CO/Antiquities/NIT/ 2011-12/ 667 (A) ✓
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28-05-2012

Ph: 021-99222880

M/s M.A. Bhojani Builders
Govt Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration/Rehabilitation
of Shonshai Masjid Saeedabad (Wall & External work)

The rates quoted by you for the above said work @ Rs. 996300/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of () which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration/Rehabilitation of Shanshahi Masjid,
Shanshahi Goth, Near Saeedabad. (Compound wall & External work)

To Whom Tender Issued:- M/s M.A. Bhojani Builders

TENDER FEE RECEIVED VIDE PAY ORDER NO. 4235674 DATED 9/5/12

BANK & BRANCH Bank Al-Habib Bahrapir AMOUNT RS: 1,000/-

BID SECURITY NO 1117448 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Bank Korangi Br DATED 9/5/12

DATE OF ISSUED OF TENDER 9/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- a) General Description: - As Above
- b) Estimated Cost: - Rs: 10,00,000/-
- c) Bid Security 2%:- Rs: 20,000/-
- d) Security Deposit i/c BS 10% Rs: 200,000/-
- e) Percentage to be deducted from bill 8% as S. Deposit Rs: 80,000/-
- f) Time allowed for completion of Scheme 24 (Twenty four) Months.

[Handwritten signature and initials]

I/ we undertake hereby Tender for the execution of the above work for Rs: 997200/- as per Quoted rates on the amount shown/ filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

Proprietor
CONTRACTOR

M.A. BHOJANI BUILDERS

SCHEDULE-B

NAME OF WORK: CONSERVATION / RESTORATION / REHABILITATION OF
SHANSHAHI MASJID, SHANSHAHI GOTTI, NEAR SAEEDABAD
(COMPOUND WALL & EXTERNAL WORK)

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Dismantling block masonry.	3394.00	33/-	P-CR	RS: 112002/-
2	Excavation in foundation of building and bridges and other structures including dig belling, dressing filling around structure with excavated earth watering & ramming lead up to one chain and lift up to 3' ft: In (ordinary work)	2016.00	8/-	P-CR	RS: 16128/-
3	Providing and laying 1:4:8 Cement concrete bed under floor using graded stone ballast 2" and down gauge with leveling ramming watering and curing etc. complete.	1281.00	100/-	P-CR	RS: 128100/-
4	Pucca brick masonry in foundation and ground floor (including striking of joints) in lime sand sukhi mortar.	3804.00	134/98	P-CR	RS: 513464/-
5	P/A. cement plaster (1:4) 3/4" thick upto 20" height.	1821.00	42/-	P-SH	RS: 76482/-
6	Difference of S.R Cement.	164.63	38/-	P-Basis	RS: 6256/-
7	Making and fixing R.C.C Precast parapit wall.	100.00	570/-	P-SH	RS: 57000/-
8	Providing & Laying 5" thick topping of cement concrete i/e surface finishing & dividing in to panels.	954.00	92/-	P-SH	RS: 87768/-
TOTAL					RS: 997200/-

CONTRACTOR

[Handwritten signature]
for
[Handwritten signature]

CONSERVATION OFFICER,
Department of Antiquities
Government of Sindh

Issue to: M.A. Shojani Builders

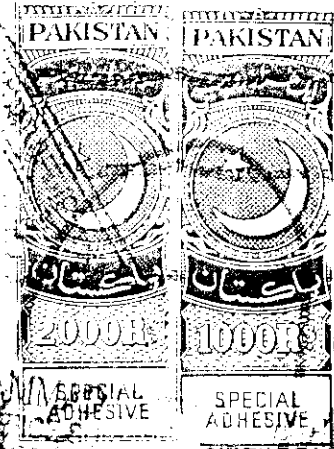
Vide Payorder No: _____

Dated: _____

Amounting to Rs. _____ on account of the Work of Conservation/Restoration of
Kothari Parade Clifton Karachi (Pier)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works



General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

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

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

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

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

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

Conservation Officer
Directorate of Conservation

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

Receipt No. _____ 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].**

*Amount to be specified in words and figures

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature

(Witnesses ***)

(Address)

(Occupation)

*Signature of the officers by whom accepted.

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

and its deposits

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

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

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

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

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

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

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

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

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

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

Conservation Officer
Directorate of Conservation
Department of Antiquities

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

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

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

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time before a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list and the 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, hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

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

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

Department of Public Works
Executive Engineer
[Signature]

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, tools, scaffolding, etc.

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

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

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited 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 P.W.D. stores.

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

Lump sums to estimate.

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

Action when no specification.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

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 Departments 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

[Handwritten signature]

SCHEDULE A

Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Units	Rs	Ps.	

Note:—The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

(Signature of contractor)

(Signature of Executive Engineer
Assistant Engineer)

Laheed

[Signature]
Conservation Officer
Directorate of Conservation
Department of Agriculture

to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage which applied to net or gross amount's of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the event on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury sustained under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of labour etc.

Clause 39.—The contractor shall employ and furnish, or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawat).

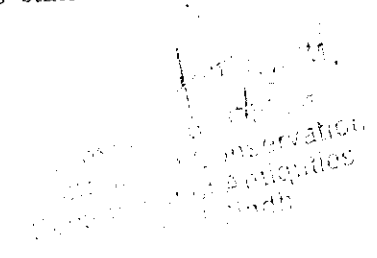
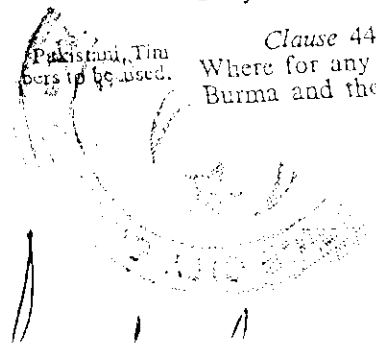
(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others to British Timbers.



And is liable for damages arising from any injury or loss of rights, for being etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for Subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security despot is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

completion of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, masonry, ironwork, windows, doors, or other parts of any building or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or of any and except for any sum actually realized by the sale thereof.

Removal of "Bundhis"

Clause 7.A.—In the case of silt clearance and other excavation work of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

Govt. of Madhya Pradesh
Department of Industries
Directorate of Industries

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
--do--	--do--
--do--	--do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—

	In 1/4 1/2 3/4 of the time
Reasonable progress of earth work	1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work	1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

*Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case on suit requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Conservation Officer
Directorate of Conservation
Department of Conservation

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(b) The amount of earnest money to be deposited shall be in accordance with the provision of paras 513 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money Rs.

(d) This deposit shall be in accordance with paras 513 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money) Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 4 Clause of a condition of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

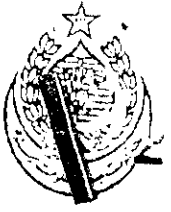
Should this tender be accepted I/we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
State of Conservation

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•
•

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11



No: CO/Antiquities/NIT/ 2011-12/ 665 (D) 4-iii
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/5/2012

021-99222880

M/s Mustafa & Sons Builders
Levt Contractor
Koracchi

JECT: WORK ORDER FOR Conservation/Restoration of KMC Building
M.A. Jimmah Rd Koracchi (Allied work 6/floor Heritage & Cell)

The rates quoted by you for the above said work @ Rs. 998900/- for the
ing put the above work being the lowest has been approved by the Procurement Committee. A
of Schedule "B" is enclosed for carrying out the work accordingly subject to the following
ral condition of contract agreement.

You are instructed to please proceed with conservation work as per terms, conditions,
specification and tie period specified and before the commencement of work you are requested
to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as
required under the rules.

The work is required to be started with in a week's time positively failing which action will be
taken under clause of the agreement.

Work would be carried out according to provision in the Schedule B-II Tender within the
available allotment.

In case of any typing error in the description of items its Rate, Unit are quantity etc. the
decision of the competent authority will be final and acceptable to you.

The work in schedule to be completed within a period of (02 Two) which will
be rock from the date of start of the work failing which action will be taken under clause of the
agreement.

The work strictly is to be carried out according to P.W.D. specification and as per instruction
of Engineer/ Incharge.

You should obtain the completion certificate from the Incharge of building before the final
payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.

Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is
directed to execute word under his supervision and work strictly be carried out according to
specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Arson Affected Buildings K.M.C. Building,
M.A. Jinnah Road, Karachi. (iii) Inside (Allied Work) (Ground Floor
Heritage & Cell)

To Whom Tender Issued:- M/S Mustafa & Sons Builders.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993564 DATED 10/5/12

BANK & BRANCH MCB Preechly Dist Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1993539 DATED: 10/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MCB Preechly Dist Br DATED 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER: 30/5/12

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description: - | As Above |
| b) Estimated Cost: - | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 9969000/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

Mustafa & Sons Builders
CONTRACTOR


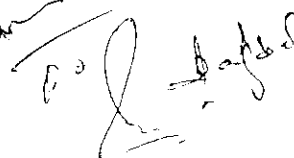
Proprietor

SCHEDULE-B

**NAME OF WORK: CONSERVATION / RESTORATION OF ARSON AFFECTED
BUILDING OF K.M.C M.A JINNAH ROAD KARACHI
(INSIDE ALLIED WORK) (GROUND FLOOR HERITAGE & CELL)**

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Scraping Ordinary distemper oil bound distemper or paint on walls.	9488.32	<u>7/-</u>	P-Sft	RS: <u>66418/-</u>
2	Distemping 3 Coats	7868.26	<u>22/-</u>	P-Sft	RS: <u>173102/-</u>
3	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (3 coats).	1620.05	<u>42/-</u>	P-Sft	RS: <u>68042/-</u>
4	Cleaning stone slabs face with hammer chisling to be prepared in original stone position. to the entire satisfaction of the Architect.	2988.00	<u>58/-</u>	P-Sft	RS: <u>173304/-</u>
5	Cement Pointing.	2988.00	<u>54/-</u>	P-Sft	RS: <u>161352/-</u>
6	Chemical Polishing of existing marble floor.	635.25	<u>27/-</u>	P-Sft	RS: <u>17152/-</u>
7	Providing Fixing Burma teak wooden Door etc complete.	120.00	<u>2812/75</u>	P-Sft	RS: <u>337530/-</u>
TOTAL					RS: <u>996900/-</u>


CONTRACTOR

**Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh**

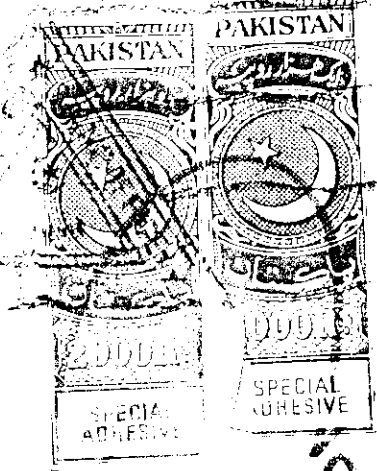
Issue to: Mudofa & Sons Builders

Wide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration of KMC Building M.A Jinnah Rd Karachi (Allied work of floor Heritage cell)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER A.3005

Percentage	Rate Tender	and Contract
		for works



25 JUN 2012

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.

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

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

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

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

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

Conservation Officer

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

Receipt No. _____ 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 deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions]. **

*Amount to be specified in words and figures

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

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

**Signature of contractor before submission of tender

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

*Signature of the officers by whom accepted.

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

security deposit.

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

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

N

Signature
Executive Engineer
Division

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

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

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

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

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

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

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

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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-treated 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 works 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 before 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 regularly.

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 he may be provided for such work.

Printed forms to be used.

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, materials and the prices to be charged herefor as hereinafter mentioned being set out as hereinafter 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 thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for its 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.

Materials supplied by Government.

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

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

A

Handwritten signature or initials.

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, tools, scaffolding, etc.

Conservation Officer
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 Government of Madhya Pradesh

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

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

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintending Engineer to be final.

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


Stores of European or American manufacture to be obtained from Government

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

Lump sums to be estimated.

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

Work where no specification.


Mustafa & Sons Builders

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sale Tax.

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

Interest or share Government servant in the work.

Clause 51. The contractor will not be allowed to withdraw his bid 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, 1959, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer,
Division


Mustafa & Sons Builders

Proprietor

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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 Departments 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

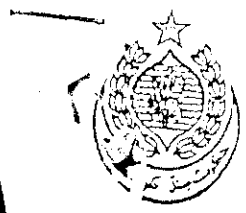
Signature of Contractor)

Executive Engineer
(Signature of _____)
Assistant Engineer

Note—To be continued on additional sheets if found necessary

Conservation Officer
Directorate of Conservation
Department of Antiquities
(G.O.)

GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05 2012



Ph: 021-99222880

M/s M.A. Bhojani Builders,
Govt Contractors
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of Kothari
Road Clifton Korachi

The rates quoted by you for the above said work @ Rs. 993,800/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi;
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

2-1

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 25.04.2012

NAME OF SCHEME:- Conservation/Restoration of Khotari Parade Clifton, Karachi.

To Whom Tender Issued:- M/S M.A. Bhojani Builders.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 4235679 DATED 9/5/12

BANK & BRANCH Bank Al-Habib Bohra AMOUNT RS: 1,000/-
P12 BS

BID SECURITY NO: 1117455 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Bank Karongi Bz. DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 13.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description: - | As Above |
| b) Estimated Cost: - | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 995,200/- as per Quoted rates on the amount shown/ filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/ we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

M.A. BHOJANI BUILDERS
CONTRACTOR

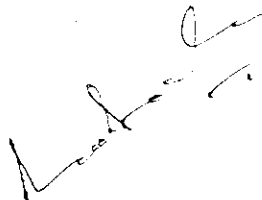
Proprietor

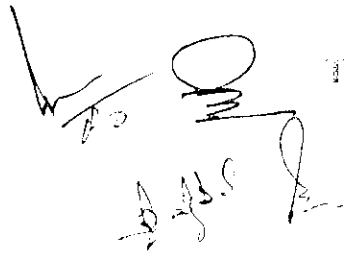
SCHEDULE B

BILL OF MATERIALS FOR CONSTRUCTION / REPAIRS
LAKHON, KARACHI

Sl. No.	Description of Work	Quantity	Rate	Unit	Amount
1	Water proofing sheet 3mm thick Membrane of approved quality for need flooring 3" thick on average with special care to avoid any sort of damage to adjoining old structure.	661.96	22/62	RS/MT	14973/-
2	Water proofing sheet 3mm thick Membrane of approved quality under Khapri on wooden roof by applying.	661.96	91/50	RS/MT	61430/-
3	P/L 2" thick topping of cement concrete 12.5% s.s. mix, including reinforcement mesh.	661.96	59/25	RS/MT	39221/-
4	Concrete 12.5% s.s. mix, including reinforcement mesh.	661.96	44/-	RS/MT	563192/-
			65/50	RS/MT	878707/-
	Cost of ...	661.96	20/52	RS/MT	320375/-

TOTAL RS: 993800/-


M. A. BHOJANI BUILDERS
CONTRACTOR
Proprietor



Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: M.A Bhojani Builders

Side Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
of Kotheri Parade Clifton Karachi

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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

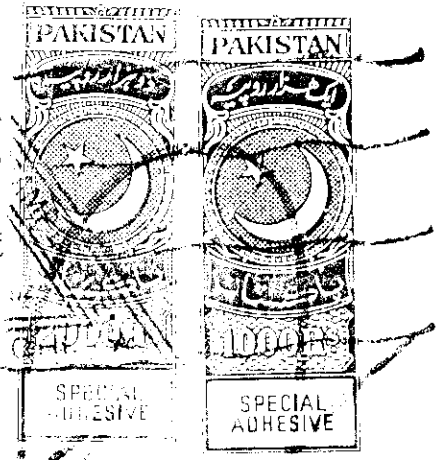
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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

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

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



Handwritten initials 'Ab' and other markings.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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

Receipt No. _____ 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 ¹/_{We} non-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]. **

*Amount to be specified in words and figures

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

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

(Witnesses ***)

(Address)

(Occupation)

Signature of the officers by whom accepted.

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

Executive Engineer

Division for his duty authorized Assistant

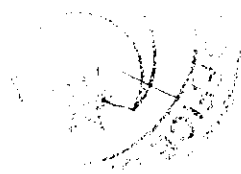
Dated the _____ day of _____ 199

Condition of Contract

Security deposits.

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

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



Signature of the Officer

Executive Engineer

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

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

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

Conservation Officer
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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 accuracy of any claim; nor shall it conclude, determine or effect in any other way the process 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 during a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rate 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 rates to be charged therefor as hereinafter mentioned being so far as possible 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 this purpose. All materials supplied to the contractor shall remain the sole 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 work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initiated by the parties, the said specification being a part of the contract. The contractor shall also

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

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffolding, etc.

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

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

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superdng. Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

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

Lump sums in estimates.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule 4 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 when no specification.

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

Certificate for concessionary freight charges from the railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

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

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

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.

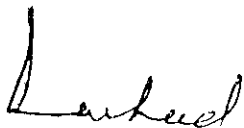
Divisional Accountant.

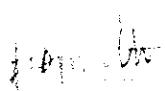
Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1006-I dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer,
Division




Conservation Officer
Directorate of Conservation
Department of Antiquities
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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractor's percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the order on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government or any under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

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[Signature]
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

And liable for damages arising from non-provision of lights, fencing etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to land from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done by or through his works etc.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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Wildlife Conservation
Department, Bangalore
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confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and designs not to invalidate contract.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at ^(...) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

His order to stop payment or suspension for interruption into resumption of work.

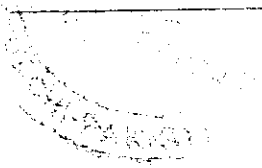
Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the fact amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or



[Signature]
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Directorate of Conservation
Department of Antiquities
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Clause 6.--If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

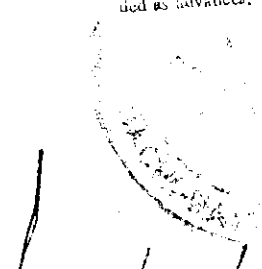
Clause 7.--On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials removed and except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7.A.--In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.--No payment shall be made for any work, estimated in cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.



Conservation Officer
Government of India

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in . . . of the time
 --do-- . . . --do--
 --do-- . . . --do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

In 1/4 1/2 3/4 of the time
 Reasonable progress of each work . . . 1/6 1/2 3/4 of the total value of work to be done.
 Do do of masonry work . . . 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case, no suit requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(b) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit will be in accordance with para 515 and 516 of the P.W.D. Manual.

(d) Security deposit--(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

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No: CO/Antiquities/NIT/ 2011-12/663 2-V
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/5/2012

Ph: 021-99222880

M/s Shender Associates
Civil Contractor
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of Kothari
Prade Clifton Korachi (Allied work)

The rates quoted by you for the above said work @ Rs. 998000/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

2-11

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Khotari Parade Clifton,
Karachi (Allied Work).

To Whom Tender Issued:- m/s Shandar Associates

TENDER FEE RECEIVED VIDE PAY ORDER NO. 4235677 DATED 9/5/12

BANK & BRANCH Bank Al-Habib Bohrapix AMOUNT RS: 1,000/-

BID SECURITY NO: 1993540 DATED: 10/5/12 AMOUNT RS: 20000/-

BANK & BRANCH MCB Precely Cant. Br DATED: 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

[Handwritten signature]

I/ we undertake hereby Tender for the execution of the above work for Rs: 998000/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

Lowest

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

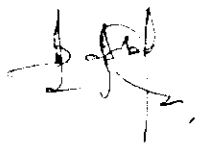
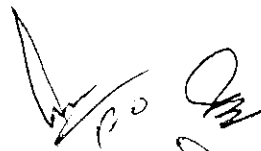
**SHANDAR ASSOCIATES
CONTRACTOR**

[Handwritten signature]
Proprietor

SCHEDULE-B

**NAME OF WORK: CONSERVATION / RESTORATION OF KHOTAH PARADE
CLIFF OF KARACHI. (ALIBED WORK)**

Sl. No.	Item of work	Quantity	Rate	Unit	Amount
1	Providing & fixing missing steel of same quantity and size i.e. supply & fixing @ site with same materials existing i/c all charges of 1 hour etc complete.				
	Pier	1.00	470,000/=	P-Job	RS: 470,000/=
	Kiosk	1.00	528,000/=	P-Job	RS: 528,000/=
TOTAL					RS: 998,000/=

SHAHEEN ASSOCIATES
 Proprietor

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

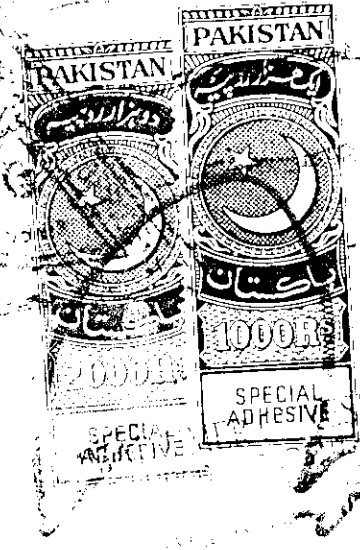
Issue to: Shandar Associates

Wide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
Kothari Trade Centre Karachi (Allied work)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

**Percentage Rate Tender and Contract
for works**



General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

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

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

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

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

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

SHANDAR ASSOCIATES

Conservation Officer
Department of Antiquities
Govt. of Sindh

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

Receipt No. _____ 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

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should ~~it~~ ^{we} not deposit

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

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

(Witnesses ***)

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

(Address)

(Occupation)

*Signature of the officer by whom accepted.

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

Executive Engineer

Division (or his duly authorized Assistant)

Date the _____ day of _____ 199

Condition of Contract

earnest money

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

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

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[Handwritten signature]

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

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

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

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

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

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

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

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

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

Payment at reduced rates on account of item of work not accepted as completed to be at the 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 depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

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

Bills to be on the printed forms.

Clause 12.—If the specification or estimate of the work requires 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 materials, materials and the prices to be charged herefor as hereinafter mentioned being for use as in the case for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials raised 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.

See Appendix C to the contract.

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

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

Handwritten signature or initials.

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders scaffolding, etc.

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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.

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

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.

Changes in the constitution of firm to be notified

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.

Works to be under direction of Superintending Engineer

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.

Decision of Supdtg. Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

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.

Lump sums in estimates.

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.

Action when no specification.

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

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

Certificate for concessionary freight charges from the railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

1

to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the order on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government or any contractor under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

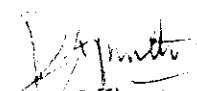
(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British.


Conservation Officer
Directorate of Conservation
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And is liable for damages arising from non-provision of lights, fencing etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside work area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for sub-letting it without approval or for bribing a public officer or if Contractor becomes insolvent.

[Signature]
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

continue exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (\dots) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final,

No claim to any payment or compensation for alteration into re-execution of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unbound imperfect or unskilful workmanship or with material of inferior quality, or

J. K. Smith
 Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

extension of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by the Engineer-in-charge or where the approval of the Engineer-in-charge or where the Engineer-in-charge and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificate to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

SHANDAR

Conservation Officer
Directorate of Conservation
Department of Antiquities
(6/5/54)

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
—do—	—do—
1/6	1/6

and abide the programme of detained progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work ... 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work ... 1/104/108/110 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case on suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(Including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

D. J. M. S.
Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh





Ph: 021-99222880

M/s Shenday Associates
Roof Contractors
Koraelw

SUBJECT: WORK ORDER FOR Conservation/Restoration of
Rothari Prade Clifton Koraelw (Roof Treatment)

The rates quoted by you for the above said work @ Rs. 998500/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

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OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Khotari Parade Clifton,
Karachi (Roof Treatment)

To Whom Tender Issued:- M/S Shandar Associates

TENDER FEE RECEIVED VIDE PAY ORDER NO. 4235680 DATED 9/5/12

BANK & BRANCH Bank Al-Habib Behroqir AMOUNT RS: 1,000/-
BS

BID SECURITY NO: 1993621 DATED: 10/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MEB Precely Anti Br. DATED 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14-05-2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | | |
|----|--|-----------------|
| a) | General Description:- | As Above |
| b) | Estimated Cost:- | Rs: 10,00,000/- |
| c) | Bid Security 2%:- | Rs: 20,000/- |
| d) | Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) | Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) | Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 998500/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge. Lowest

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

SHANDAR ASSOCIATES
CONTRACTOR
Proprietor

NAME OF WORK: CONSERVATION / RESTORATION OF KHORRAM ABAD
 CHITRA MACHIL (ROOF TREATMENT)

Sl. No.	Description of Work	Quantity	Rate	Unit	Amount
1	Removal of Decaying plaster covered coating of thick on average with special care to avoid any sort of damage to adjoining old structure.	23/65			RS: 51010/-
2	Water proofing sheet 5 mm (res- idently made) of approved quality under bitupril on wooden roof i/c applying.	94/71		P-SU	RS: 332432/-
3	P.P. 2" thick tapping of cement concrete floor surface finishing and provide fire resistant (1:4)	59/95		P-SU	RS: 210485/-
4	Removing debris from site out side the municipal limit or as Directed by Architect.	7/50		P-SU	RS: 26325/-
5	1" thick cement plaster on brickwork (1:4) (1:1)	39/50		P-SU	RS: 111627/-
6	Apply floating coat of cement (1:3) 1/2" thick	12/-		P-SU	RS: 33912/-
7	P.F. cement plaster (1:4) 3/4" thick up to 20" height.	46/-		P-SU	RS: 129986/-
8	Primary coat of chalk under distemping.	3/-		P-SU	RS: 8478/-
9	Distemping 3 Coats.	22/73		P-SU	RS: 64235/-
TOTAL					RS: 998500/-

SHANDAR ASSOCIATES
 Proprietor

[Handwritten Signature]
 P.O.

[Handwritten Signature]
 O.M.

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

Issue to:

Shindai Associates

• Vide Payorder No: _____

Dated: _____

Amounting to Rs. _____

on account of the Work of: Conservation/Restoration

of Kathori Maide Chitwan Karachi (Boats Foundation)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Rs 3000

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

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

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

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

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

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



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

Receipt No. _____ 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 _____

*Amount to be specified in words and figures

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

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

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

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

(Witnesses ***)

***Signatures of witnesses to contractor's signature.

(Address)

(Occupation)

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

*Signature of the officers by whom accepted.

Executive Engineer

Division (or his duly authorized Assistant)

Dated the _____ day of _____ 199

Condition of Contract

security deposit.

Clause 1.—The ^{Person}/_{Persons} 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 ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted, into interest-bearing securities provided that the depositor has expressly desired this in writing.

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

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

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

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

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

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

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

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

Materials supplied by Government.

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

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

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure 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 or shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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.

Changes in the constitution of firm to be notified

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.

Works to be under direction of Superintending Engineer

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.

Decision of Superintending Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

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

Lump sums to be estimated.

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

Action when in specification.

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

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[Handwritten mark]

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

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

Chief Engineer,
Irrigation Department



to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} ~~added to~~ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the event on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government or any principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani, Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others to British.

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And liable for damages arising from non-provision of lights, fencing etc.

Measures for prevention of fire

Liability of contractor for any damage done in or outside work area.

Employment of female labour.

Work on Fridays.

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall be bound to bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

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contract exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations to specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (\dots) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Final certificate.

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all work, doors, windows, walls, floors, or other parts of any building or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or of any amount except for any sum actually realized by the sale thereof.

Removal of Bundhis.

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be debited from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given, but in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
--do--	--do--
--do--	--do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work ... 1/5 1/2 3/4 of the total value of work to be done.

Do do of masonry work ... 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case to suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(b) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with para 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence

months.

Should this tender be accepted we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

1
2
3





Ph: 021-99222880

M/s Mustafa & Sons Builders.
Govt. Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of K.M.C. Building
M.A. Jinnah Rd. (Conservation of Clock Tower).

The rates quoted by you for the above said work @ Rs. 996900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all eodal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Arson Affected Buildings K.M.C. Building,
M.A. Jinnah Road, Karachi. (v) Restoration/Repair of Clock

To Whom Tender Issued:- M/s Mustafa & Sons Builders

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993562 DATED 10/5/12

BANK & BRANCH MCB Preech Art Br AMOUNT RS: 1,000/-

BID SECURITY NO: 111744 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Bank Korangi Br DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14-05-2012


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description: - | As Above |
| b) Estimated Cost: - | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 9969000/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at contract value at my risk and cost.


Mustafa & Sons Builders
CONTRACTOR
Proprietor

SCHEDULE-B

SCILLON WORKS CONSULTANTS
BUILDING
KARACHI
PALLIDEVA

WORKS RESTORATION OF ARSON AFFECTED
KARACHI BUILDING SOCIETY ROAD
PALLIDEVA CONSERVATION CLUB

S.NO	DESCRIPTION OF WORK	QUANTITY	RATE	UNIT	AMOUNT
			6000/-		6000/-
1	Repairing Soap Wheel of tower clock	1	6500/-	ea.	6500/-
2	Repairing cover shaft of tower clock	1	28000/-	ea.	28000/-
3	Repairing Soap wheel of tower clock	1	5000/-	ea.	5000/-
4	Repairing Soap wheel of tower clock	1	8000/-	ea.	8000/-
5	Repairing Soap wheel of tower clock	1	6000/-	ea.	6000/-
6	Repairing Soap wheel of tower clock	1	3500/-	ea.	3500/-
7	Repairing Soap wheel of tower clock	1	3000/-	ea.	15000/-
8	Repairing Soap wheel of tower clock	1	4000/-	ea.	4000/-
9	Repairing Barrel level of tower clock	1	24000/-	ea.	24000/-
10	Repairing Barrel Gate of tower clock	1	2000/-	ea.	2000/-
11	Repairing Shaft of tower clock	1	4000/-	ea.	8000/-
12	Repairing Hand of tower clock	1	2000/-	ea.	10000/-
13	Repairing Dial of tower clock	1	5000/-	ea.	5000/-
14	Repairing 1st Wheel of tower clock	1	4000/-	ea.	16000/-
15	Repairing 2nd Wheel of tower clock	1	4500/-	ea.	4500/-
16	Repairing 3rd Wheel of tower clock	1	7000/-	ea.	8000/-
17	Repairing 4th Wheel of tower clock	1	2000/-	ea.	12000/-
18	Repairing 5th Wheel of tower clock	1	1000/-	ea.	4000/-
19	Repairing Hour Wheel of tower clock	1	2000/-	ea.	4000/-
20	Repairing Master Wheel of tower clock	1	4000/-	ea.	4000/-
21	Repairing Base of tower clock	1	1200/-	ea.	4800/-
22	Repairing Corner Rod of tower clock	4	1200/-	ea.	1200/-
23	Repairing Air Control of tower clock	1	1200/-	ea.	1200/-

[Signature]
P/O

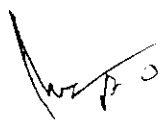
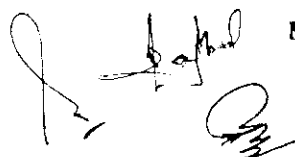
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

24	Providing Chiming Lever	6	500/-	Each	RS 3000/-
25	Providing Chiming Lever Bush of Tower Clock	4	800/-	Each	RS 3200/-
26	Providing Chiming Lever Shaft	4	1200/-	Each	RS 4800/-
27	Providing Fan Rod of Tower Clock	2	500/-	Each	RS 1000/-
28	Providing Fan Racher Wheel of Tower Clock	1	1200/-	Each	RS 1200/-
29	Repairing Racher Piston of Tower Clock	5	1200/-	Each	RS 6000/-
30	Providing Key Windere Bush	4	1200/-	Each	RS 4800/-
31	Providing Berral Bush	6	1800/-	Each	RS 10800/-
32	Paint Spray for Bells	1	1200/-	Each	RS 1200/-
33	Paint Spray for Wheels & Mechanisms of Tower Clock	2	3000/-	Each	RS 6000/-
34	Providing 1st wheel Bush of Tower Clock	2	1800/-	Each	RS 3600/-
35	Providing 2nd wheel Bush of Tower Clock	4	1200/-	Each	RS 4800/-
36	Providing 3rd wheel Bush of Tower Clock	4	900/-	Each	RS 3600/-
37	Providing Chiming 2nd Wheel Bush of Tower Clock	2	1800/-	Each	RS 3600/-
38	Providing Hours Berral 2nd wheel Bush of Tower Clock	5	600/-	Each	RS 3000/-
39	Repairing Hammer Lever of Tower Clock	4	300/-	Each	RS 1200/-
40	Removing of old Dial (labour charges)	4	3800/-	Each	RS 15200/-
41	Carving of Dial (labour charges)	6	4800/-	Each	RS 28800/-
42	Primary Oxidization 5-coat of Paint 5-coat of Dial	4	5500/-	Each	RS 22000/-
43	Damage & Lifting of cutting machine+Acrylic sheets etc	6	4500/-	Each	RS 27000/-

[Handwritten signature]

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44	Gar Acrylic sheets cutting of (Dial labour charges) (50)	1	30000/-	Rs	30000/-
45	Silicon tubes for Dial	200	150/-	Rs	30000/-
46	Crane charges for 3 days (Dial fitting 100 feet height)	1	80000/-	Rs	80000/-
47	Carriage & Lifting of dialing machine + Acrylic sheets	1	8000/-	Rs	8000/-
48	Gar Acrylic sheets for Dial (Imported) 375 sq.ft	100	375/-	Rs	150000/-
49	Service, Fitting, Timing Adjustment complete work at	1	317600/-	Rs	317600/-
					TOTAL RS: 996900/-



Mustafa & Sons Builders
 Proprietor

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

Issue to: Mustafa J. San Builders

RS 3000/-

Vide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration of KMC Building, Multan Rd (Conservation of Clock Tower)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

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

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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

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

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

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

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

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



ASSISTANT SECRETARY
GENERAL
DEPARTMENT OF ANTIQUITIES
GOVT. OF SINDH

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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

Receipt No. _____ 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]. **

*Amount to be specified in words and figures

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

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

Dated the _____ day of _____ 199

(Witnesses ***)

(Address)

(Occupation)

**Signature of contractor before submission of tender

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

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

*Signature of the officers by whom accepted.

Executive Engineer

Division for his duty authorized Assistant

Date the _____ day of _____ 199

Condition of Contract

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

and to be signed.

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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 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 any expense of and such sale shall be final and conclusive against the contractor.

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

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

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

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

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

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

Bill to be submitted monthly.

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

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefor as hereinafter mentioned being so far as possible made 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 material.

Stores supplied to 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 specification being a part of the contract. The contractor shall also

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

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

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

Works to be open to inspection

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

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

Contractor to supply plant, ladders, scaffoldings etc.

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

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

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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

Changes in the constitution of firm to be notified

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

Works to be under direction of Superintending Engineer

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

Decision of Superintg. Engineer to be final.

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

Stores of European or American manufacture to be obtained from Government

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

Lump sums to be estimated.

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

Action where no specification.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue

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

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

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

Payment of Sales Tax

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

Interest or share Government servant in the work

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

When the sanctioning authority for the tender is:-

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

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

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

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh



SCHEDULE A

Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Units	Rs	Ps.	

Note:—The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

(Signature of contractor)

(Signature of Executive Engineer
Assistant Engineer

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh
Date of _____

to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government or any under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and manage, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others to be Tim British.

And is liable for damages arising from non-provision of lights, fences etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assising in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Friday.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for Sub-letting it without approval or for bribing a public officer or if Contractor becomes insolvent.

contracts exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specification and design not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereintore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final,

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Directorate of Conservation
Department of Antiquities
Govt of Sindh

A. C. 1000

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials and rubbish except for any sum actually realized by the sale thereof.

Removal of Bundhis,

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
—do—	—do—
—do—	—do—

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—

	In 1/4 1/2 3/4 of the time
Reasonable progress of earth work	1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work	1/104; 108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case to suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be included shall be in accordance with the provision of paras 513 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money Rs.

(d) This deposit shall be in accordance with paras 513 and 516 of the P.W.D. Manual.

(d) Security deposit—(Including earnest money) Rs.

(e) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted, I hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer,
Directorate of Conservation,
Department of Antiquities
Govt. of Sindh

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MS Super Time Coal Services
Host Contractor
Koraela

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central
Prisons Jail Hyderabad (Match Tower No. 6)

The rates quoted by you for the above said work @ Rs. 997,300/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (01 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: C /ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Watch Tower No.06)

To Whom Tender Issued:- M/s Super Time Cool Service

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993583 DATED 10/5/12

BANK & BRANCH MCB Pr. edly @ N.B. AMOUNT RS: 1,000/-

BID SECURITY NO: 216234 DATED: 8/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MCB R. charline Br. DATED 8/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description: - | As Above |
| b) Estimated Cost: - | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 997,300/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non-Judicial Stamp Paper at contract value at my risk and cost.

Asw
CONTRACTOR

SCHEDULE-B
NAME OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HOUSE DERABAD (WATCH TOWER NO.6)

No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/c scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	3489.00	<u>26/-</u>	P-Sft	RS: <u>90714/-</u>
2	Applying floating coat of lime chiroli/Cement 1/32" thick as adhesive link between old and new concrete as directed by Engineer Incharge.	2739.00	<u>8/-</u>	P-Sft	RS: <u>24021/-</u>
3	Providing and laying 1/2" thick lime chiroli plaster on wall, ceiling of dome etc with 1: Lime 1: Chiroli 1: Sand (1:1:1).	2739.00	<u>24/50</u>	P-Sft	RS: <u>65736/-</u>
4	P/L cement plaster 3/4" on ground floor ratio 1:4 i/c cutting.	2739.00	<u>36/50</u>	P-Sft	RS: <u>99773/-</u>
5	Replacing color eaten bricks.	2000.00	<u>35/-</u>	Each	RS: <u>70000/-</u>
6	Providing and laying topping of cement concrete 1:2:4 i/c surface finishing & divide into pannels (2" thick)	1089.00	<u>60/00</u>	P-Sft	RS: <u>65340/-</u>
7	P/L Two coats of bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)	2000.00	<u>35/-</u>	P-Sft	RS: <u>70000/-</u>
8	Cement Pointing.	990.00	<u>30/-</u>	P-Sft	RS: <u>29700/-</u>
9	Scraping & brushing steel grill and iron work.	42.00	<u>69/-</u>	P-Sft	RS: <u>2898/-</u>
10	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (3 coats) as per instructions of Architect.	2739.00	<u>42/-</u>	P-Sft	RS: <u>115038/-</u>

[Handwritten Signature]
120

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

[Handwritten Signature]
120

Painting of M/s Grill and Guard
Bars.

990.00 33/90

P-Rft RS: 33567/-

Repairing of existing spiral iron
stair case i/c repairings &
providing missing parts of
Iron/Steel etc with scrapings &
cleaning i/c all charges of labour
& material etc.

1.00 328400/-

P-Job RS: 328400/-

TOTAL RS: 997300/-

[Handwritten signatures and initials]
A. Khan
P.O.
J.S.
A.B.E.

**Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh**

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r
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Issue to: Super Time Cool Services

Vide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration of Central Prison Jail Hyderabad (watch tower No. 6)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

R. 3028

Percentage Rate Tender and Contract
for works 7/11



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.

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

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

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

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

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

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

A

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

Receipt No. _____ 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 ¹/_{We} not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].**

*Amount to be specified in words and figures

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

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

Dated the _____ day of _____ 199

(Witnesses ***)

(Address)

(Occupation)

**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 Government of Sindh.

Executive Engineer

Division (or his duly authorized Assistant)

Signature of the officers by whom accepted.

Dated the _____ day of _____ 199

Condition of Contract

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

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

Security Deposit

Amir

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

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

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

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

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

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

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

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

Director of Public Works
Department of Agriculture
Govt. of India

...the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from ordering any bad, unsound, imperfect or unskilful work to be removed or taken away, and re-constructed, or re-treved 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 accuracy of any claim; nor shall it conclude, determine, or effect in any other way the course of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, 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 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 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 and his assets.

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.

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 materials and stores and the prices to be charged therefor as hereinafter mentioned being such as are provided for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in its schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Materials supplied by Government.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications, drawings, orders, etc.

Amir

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

that any materials or articles supplied by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force 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.

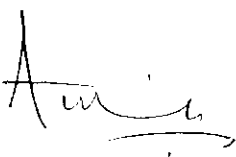
Notice to be given before work is covered up.

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 certificate

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which:

Contractor to supply plant, ladders, scaffolding, etc.



Conservation Officer
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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 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the 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.

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 to Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Changes in the constitution of firm to be notified

Works to be under direction of Superintending Engineer

Decision of Superintending Engineer to be final.

Stores of European or American manufacture to be obtained from Government

Lump sums in estimates.

Work to be in accordance with specification.

Amin

[Handwritten signature]
Department of Public Works
Civil Engineer

Clause 45.—If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A'S for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sale Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accountant.

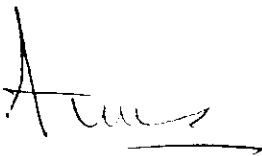
Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1005-I dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer,
Division

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh





Ph: 021-99222880

M/s Super Time Coal Services.

Govt Contractor

Karachi.

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central Prisons Jail Hyderabad (Watch Tower No.2)

The rates quoted by you for the above said work @ Rs. 996700/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Watch Tower No.02)

To Whom Tender Issued:- M/s Super Time Cool Service

TENDER FEE RECEIVED VIDE PAY ORDER NO. 2162339 DATED 10/05/2012

BANK & BRANCH MCB Precely Cnt Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1993538 DATED: 10/5/12 AMOUNT RS: 20,000/-

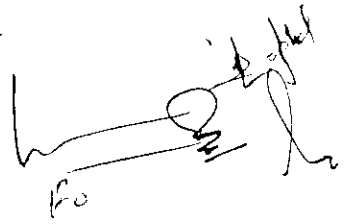
BANK & BRANCH MCB Precely Cnt Br DATED 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14/05/2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | | |
|----|--|-----------------|
| a) | General Description:- | As Above |
| b) | Estimated Cost:- | Rs: 10,00,000/- |
| c) | Bid Security 2%:- | Rs: 20,000/- |
| d) | Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) | Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) | Time allowed for completion of Scheme 24 (Twenty four) Months. | |


fo

I/ we undertake hereby Tender for the execution of the above work for Rs: 996500/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

lowest

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.


CONTRACTOR

SCHEDULE-B

**NAME OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HYDERABAD (WATCH TOWER NO.2)**

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/c scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	3489.00	<u>26/-</u>	P-Sft	RS: <u>90714/-</u>
2	Applying floating coat of lime chiroli/Cement 1/32" thick as adhesive link between old and new concrete as directed by Engineer Incharge.	2739.00	<u>8/77</u>	P-Sft	RS: <u>24021/-</u>
3	Providing and laying 1/2" thick lime chiroli plaster on wall, ceiling of dome etc with 1: Lime 1: Chiroli 1: Sand (1:1:1).	2739.00	<u>24/77</u>	P-Sft	RS: <u>67023/-</u>
4	P/L cement plaster 3/4" on ground floor ratio 1:4 i/c cutting.	2739.00	<u>36/50</u>	P-Sft	RS: <u>99413/-</u>
5	Replacing color eaten bricks.	2000.00	<u>35/-</u>	Each	RS: <u>70000/-</u>
6	Providing and laying topping of cement concrete 1:2:4 i/c surface finishing & divide into pannels (2" thick)	1089.00	<u>60/60</u>	P-Sft	RS: <u>65993/-</u>
7	P/L Two coats of bitumen laid hot using 34 Lbs 100 slit over roof and blended with sand 1 Cft 100 Sft)	2000.00	<u>35/-</u>	P-Sft	RS: <u>70000/-</u>
8	Cement Pointing.	990.00	<u>30/-</u>	P-Sft	RS: <u>29700/-</u>
9	Scraping & brushing steel grill and iron work.	42.00	<u>69/-</u>	P-Sft	RS: <u>2893/-</u>
10	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (3 coats as per instructions of Architect.	2739.00	<u>42/-</u>	P-Sft	RS: <u>115038/-</u>

[Handwritten signature]
P.O.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

[Handwritten signature]
A.E.B.

Painting of M/s Grill and Guard bars.

990.00 33/90

P-Rtl RS 33501/-

12 Repairing of existing spiral iron stair case i/c repairs & providing missings parts of Iron/Steel etc with scrapings & cleaning i/c all charges of labour & material etc.

1.00 327600/-

P-Job RS: 327600/-

TOTAL RS: 996500/-

Accept
[Signature]
AIZ

[Signature]
i/c
[Signature]

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: Super Time Cool Services

Vide Payorder No: _____

Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tender No. 123054)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

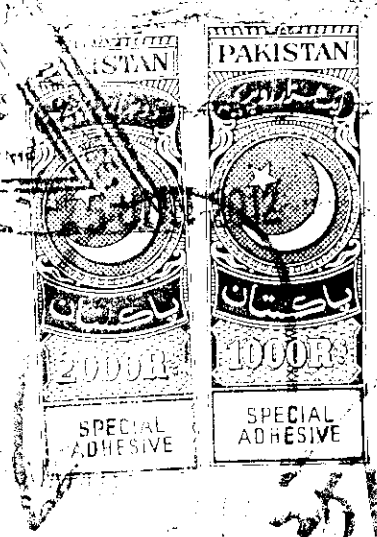
3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh



so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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].**

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

Dated the _____ day of _____ 199

(Witnesses ***)

(Address)

(Occupation)

**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)

Signature of the officers by whom accepted.

Dated the _____ day of _____ 199

Condition of Contract

Clause 1.—The Person/Persons whose tender may be accepted (hereinafter called

security deposit.

the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him,) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted, from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted, into interest-bearing securities provided that the depositor has expressly desired this in writing.

Conservation Officer
Directorate of Conservation
Department of Antiquities
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Amir

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Government.

(b) To employ labour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or all contractor's plant.

Amir

Conservation Officer
Directorate of Conservation
Department of Antiquities
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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, unbound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts, or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills,

Payment at reduced rates on account of item of work not accepted as completed to be at the 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 substantial amount of the said work in the progress of the contract or his authorised agent, whose countersignature to the measurements and to the sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all matters.

Bill to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the printed form 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 rate 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 the printed form.

Clause 12.—If the specification or estimate of the work provides for the use of any amount of materials to be supplied from the store of the Govt. or if it is required that the contractor shall be allowed to be provided by the Engineer-in-charge when specified in the bill, the contractor to be charged therefore as hereinafter mentioned but he shall be liable to be held responsible for the convenience of the contractor but not for any liability to control the meeting or effect of this contract specified in the structure or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from one 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.

Contractor to be responsible for the materials.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications, drawings, etc.

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that any materials or articles provided by him for the execution of the work are measured, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself

When a work is in progress

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any materials or which

Contractor to supply plant, ladders, 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 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited 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.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

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Clause 45.—If any materials, such as stones, metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A's for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sales Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-	
Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred;"

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. 1013 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-F dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,
Executive Engineer,
Division

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the event on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of Indians etc. labour.

Clause 39.—The contractor shall employ and train, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on or measuring up any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani, Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

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And liable for damages arising from non-provision of lights, fire, etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to find from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall be bound to bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him on that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and design not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at () percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinafter mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Final certificate

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work shall be considered to be complete and the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred. He shall have no claim in respect of any such scaffolding or surplus materials or of any amount except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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Executive Engineer
Public Works Department
Government of Madhya Pradesh
Bhopal

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 315 and 316 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 315 and 316 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

(e) This percentage, where no security deposit is taken, will vary from 3 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(A) Time allowed for the work from date of written order to commence months.

Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto









GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

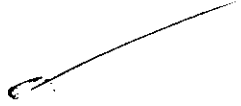
Ph: 021-99222880

M/s Shandax Associates
Govt Contractor
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of
Kothari Prade Clifton Korachi (Kiosk)

The rates quoted by you for the above said work @ Rs. 997,900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

2-11

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Khotari Parade Clifton, Karachi.(Kiosk)
To Whom Tender Issued:- M/s Shandar Associates

TENDER FEE RECEIVED VIDE PAY ORDER NO. 4235676 DATED 9/5/12

BANK & BRANCH Bank Al-Habib Bahrapir AMOUNT RS: 1,000/-
BR

BID SECURITY NO. 4235670 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH: Bank Al-Habib Bahrapir Br DATED: 9/5/12

DATE OF ISSUED OF TENDER 10/7/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

[Handwritten signature and initials]

I/ we undertake hereby Tender for the execution of the above work for Rs: 997900/- as per Quoted rates on the amount shown, filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge. lowest

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

SHANDAR ASSOCIATES
CONTRACTOR
Proprietor

CHEDULE II

NAME OF WORKER/ CONTRACTOR

DESCRIPTION / REMITTANCE AND VALUE OF WORK
 KARACHI DISTRICT

No	Item of work	Quantity	Rate	Unit	Amount
1	Cleaning of stone masonry with high detergent chisel special care without effect original shape & condition charges of labour material scaffoldings as directed by Architect.	8643.33	61/-	P-SH	RS 527243/-
2	Cement Pointing.	8643.33	54/45	P-SH	RS 470657/-

TOTAL: RS. 997900/-

[Handwritten signatures and initials]

SHANDAR ASSOCIATES

CONTRACTOR
[Handwritten signature]

Officer
 Department of Conservation
 Department of Antiquities
 Govt. of Sindh

Issue to: Shamda Associates

Wide Payorder No: _____

Dated: _____

Amounting to Rs. _____

on account of the Work of: Conservation/Restoration

to Kothari Parade Clifton Karachi (Kia)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

13000/

**Percentage Rate Tender and Contract
for works**

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

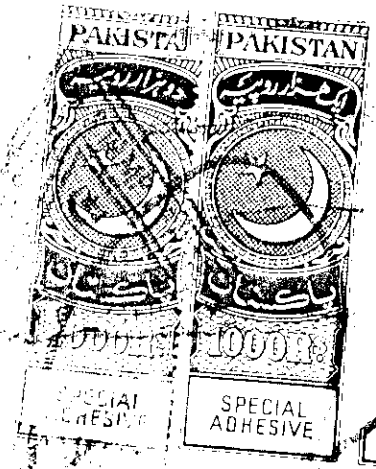
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the $\frac{\text{Estimated rates}}{\text{Scheduled rates}}$ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.



Conservation Officer
Directorate of Conservation
Department of Antiquities
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to be 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 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 ¹ We not deposit

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].**

Dated the _____ day of _____ 199

(Witnesses ***)
(Address)
(Occupation)

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature.

*Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind.
Executive Engineer

Division (or his duty authorized Assistant)

Date: the _____ day of _____ 199

Condition of Contract

Clause 1.—The ^{Person} ~~Persons~~ whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to*.....percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

and deposits.

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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 to the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or sell, contractor's plant.

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-received 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 accuracy 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 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 claims, 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 regularly.

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 shall be as in Schedule for the convenience of the contractor but not as a binding way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for this purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also

Stores to be executed in accordance with specifications, drawings, orders, etc.

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection
Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land of cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, and in 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 doing the same from the Engineer-in-charge shall be paid from any balance that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter 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 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited 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 and American manufacture to be obtained from P.W.D. stores Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums in estimates.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action when no specification.

Conservation Officer
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Clause 45.—If any materials, such as stones, metal, bajri, sand, etc., are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A'S for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sales Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-	
Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred;"

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, 1954, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer,

Conservation Officer
Directorate of Conservation
Department of Antiquities
 Govt. of Sindh

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage which applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} ~~added to~~ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the order on obtaining a certificate from the Engineer-in-charge that the materials will be required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawat*).

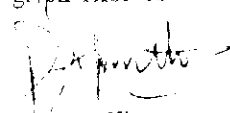
(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani, Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others to be Tim British


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And liable for damages arising from non-provision of rights, for extra etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall be bound to bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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conform exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinafore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for enforcement claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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2 copies of same

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work shall be considered to be complete and the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or structure upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials removed, and except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

*	of the work in	of the time
--do--	--do--	--do--
--do--	--do--	--do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:

Reasonable progress of earth work	1/6 1/2 3/4	of the total value of work to be done.
Do do of masonry work	1/104/108/10	do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

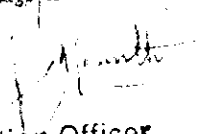
Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

*Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (e).

†The amount of this percentage not exceeding 10% will be fixed in every case, with requirements, e.g. if it is fixed at 8% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.


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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence . . . months.

Should this tender be accepted we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

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No: CO/Antiquities/NIT/2011-12/662(A)3-1
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

Ph: 021-99222880

M/s Shandar Associates
Liaison Contractors
Rosow

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central Prisons Jail Hyderabad (Front Elevation)

The rates quoted by you for the above said work @ Rs. 996,900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and the period specified and before the commencement of work you are requested to complete the B-II agreement form and affix the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started within a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit and quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 TWO) which will be reckoned from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Front Elevation)

To Whom Tender Issued:- M/s Shandar Associates

TENDER FEE RECEIVED VIDE PAY ORDER NO. 4235673 DATED 9/5/12

BANK & BRANCH Bank Al-Habib Bohri AMOUNT RS: 1,000/-

BID SECURITY NO: 1993541 DATED: 10/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MCB Pready Cnty Br DATED 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

[Handwritten signature and initials]

I/ we undertake hereby Tender for the execution of the above work for Rs: 996900/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge. Lowest

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

SHANDAR ASSOCIATES
CONTRACTOR
[Signature]
Proprietor

SCHEDULE-B

**ITEMS OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HYDERABAD (FRONT ELEVATION)**

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/c scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	2088.00	26/00	P-Sft	RS: 54288/00
2	Removing/Burining down with pumice stone old paint from wood work.	194.24	90/26	P-Sft	RS: 17532/00
3	First class teak wood wrought, joinery in doors and windows etc, fixed in position including chowkats hold fasts hinges, iron tower bolts chocks cleats, handles and cords with hooks, etc 2" thick.	144.00	2597/00	P-Sft	RS: 373992/00
4	Replacing Bricks of special quality as same shape & design.	5000.00	35/00	P-Nos	RS: 175000/00
5	Scraping old paint metal surface.	240.00	70/00	P-Sft	RS: 16800/00
6	Cement Pointing.	2088.00	30/00	P-Sft	RS: 62640/00
7	Spirit Polishing 3 Coats.	194.24	150/00	P-Sft	RS: 29136/00
8	Oil paintings on metal surface.	240.00	33/00	P-Rft	RS: 7920/00
9	Scaffolding with pipes & Bolts for site.	280.00	250/00	P-Sft	RS: 70000/00
10	Injectings with gun.	2088.00	90/00	P-Sft	RS: 187920/00
11	Removing debris from site out side the municipal limit or as Directed by Engineer Incharge.	194.24	8/60	P-Cft	RS: 1672/00
TOTAL					RS: 996900/00

[Handwritten signature]
P.O.

SHANDAR ASSOCIATES
Proprietor

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: Shamda Associates

Vice Payorder No: _____

Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration of Central Prison Jail Hyderabad (Front Elevation)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

13028

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

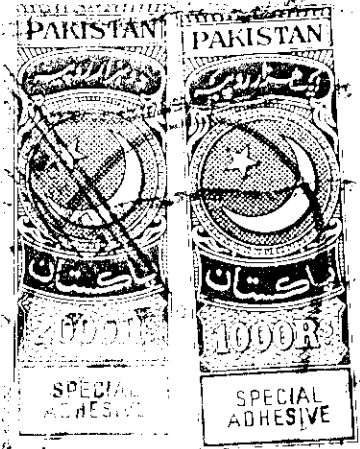
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.



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so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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 ¹/_{We} not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 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]. **

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature.

*Signature of the officers by whom accepted.

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

and's deposit.

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount topercent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

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(a) To rescind the contract (of which rescission notice is written to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Government.

(b) To employ labour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or still, contractor's plant.

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against the final payment only and not as payments for work done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise 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 authorised agent, whose countersignature to the measurements list shall 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 regularly.

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 supply and deliver such materials to be provided by the Engineer-in-charge, the contractor shall be bound to be exacting in the selection of materials and to be careful to control the issuing 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 thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the exclusive property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Materials supplied by Government.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications, drawings, orders, etc.

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land 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 requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, ladders scaffolding, etc.

thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sums payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Clause 28. In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Superint. Enginee to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums in estimates.

Clause 33.—in the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being in Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

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Clause 45.—If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A'S for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as lived in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sale Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52. "If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued *vide* Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1006-I dated 21st February, 1959, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer,
Division

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SCHEDULE A

Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Units	Rs	Ps.	

Note:—The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

(Signature of contractor)

(Signature of ~~Executive Engineer~~
Assistant Engineer

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent or stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the evere on obtaining a certificate from the Engineer-in-charge that the materials required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government or any under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on or commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Narrow).

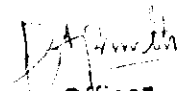
(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British


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And liable for damages arising from non-provision of lights, fencing etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to land from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

Conservation Officer
Directorate of Conservation
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contract exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specification and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final,

No claim to any payment or compensation for alteration into restriction of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security despoit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

J. A. Math
Conservation Officer
Department of Conservation
Government of India

2. TERMS OF WORK

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials removed and except for any sum actually realized by the sale thereof.

Removal of "Bundhis",

Clause 7.A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

Conservation Officer
Directorate of Conservation

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
—do—	—do—
—do—	—do—

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :

	In 1/4 1/2 3/4 of the time
Reasonable progress of earth work	1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work	1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete ; *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case, but requirements, e.g. if it is fixed at 30% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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of Sindh

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with para 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted I/we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh







No: CO/Antiquities/NIT/ 2011-12/66
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

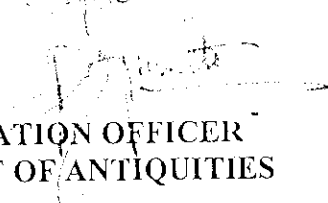
Ph: 021-99222880

M/s Rifa Enterprises
Govt. Contractor
Korachi

SUBJECT: WORK ORDER FOR Repair & Maintenance of
Office Building C-82, Block-2 Clifton Korachi.

The rates quoted by you for the above said work @ Rs. 998320/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two Month) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME: Repair & Maintenance of Office Building, C-82, Block-II, Clifton, Karachi.

To Whom Tender Issued:- M/s Reja Enterprises.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 2081911 DATED 11/5/12

BANK & BRANCH MCB Sindh Sect Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1014521 DATED: 10/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH KASAB Bank I.I. Chundhigoo Rd. DATED 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description: - | As Above |
| b) Estimated Cost: - | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 999,320/- as per Quoted rates on the amount shown/ filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

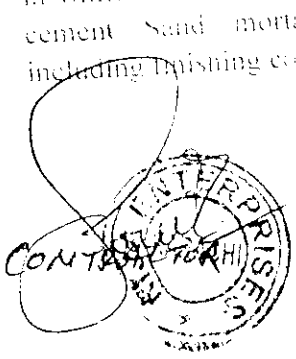
In case my/ our Tender is accepted i/ we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.



SCHEDULE-B

**WORK: REPAIR & MAINTENANCE OF OFFICE BUILDING (A-2)
BLOCK-III, CLIFTON, KARACHI**

S/No	Item of work	Quantity	Rate	Unit	Amount
		612.46	28/-	P-SR	RS: 17148/-
1	PART-A Removals of existing cement or lime plaster & tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab. Fe scaffolding disposal of rubbish material out side the municipal limits or as directed by Engineer incharge.				
2	Dismantling 3" Toppings.	974.84	26/-	P-SR	RS: 25346/-
3	Providing and laying 1:4:8 cement concrete bed under floor with graded stone ballast 2" and down gauge with leveling, rooming, watering and curing etc. complete.	362.81	110/-	P-CH	RS: 39910
4	Laying marble flooring fine dressed on surface without winding set in lime putty or 3/4" thick lime cement mortar 1:2 including rubbing & polishing joints.	706.66	674/-	P-SR	RS: 474875/-
5	Burnishing & rubbing down wall surface stone or with enamel stone oil paint for wood work & iron work. (Doors & Windows).	408.00	90/-	P-SR	RS: 36720/-
6	P.A. spirit polish three coats of approved make (old surface) i.e. rabbings and preparings the surface complete in all respect as per instruction of Architect.	408.00	128/-	P-SR	RS: 52224/-
7	Scraping ordinary distemper or bona distemper or paint on walls.	1529.82	8/-	P-SR	RS: 12239/-
8	Distemporing (B-com).	798.00	22/70	P-SR	RS: 18115/-
9	White glazed tile 1-4" thick bedded in white cement and laid over 1:2 cement sand mortar 3-4" thick including finishing complete.	725.88	172/-	P-SR	RS: 124851/-

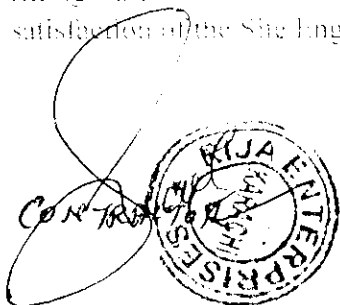


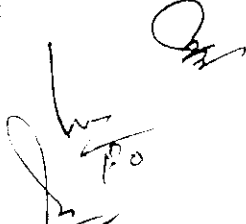
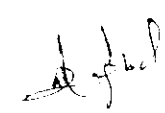
CONSERVATION OFFICER,
Department of Antiquities
Government of Sindh

	laminating and laying tiles along a 6" x 6" x 1/2" on floor - wall facing. It required colour and pattern of S.H.H. specification jointed in white cement pigment over a base of fine grey cement mortar 3/4" thick including washing and filling of joints with slurry of white cement and pigment in desired shade with finishing, cleaning and coat of wax polish etc. complete including cutting tiles to proper profile.	155.86	300/-	P-SH	RS: 46578/-
11	Preparing the surface and painting with matt finish i.e. rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premium making the surface smooth and then painting 3 coats with matt finish of approved make to complete (new surface) 3 coats.	1042.70	42/-	P-SH	RS: 43793/-
12	Removing debris from site on side the municipal limit or as Directed by Architect.	1587.29	7/-	P-CH	RS: 11,111/-

TOTAL PART-A RS: 902920/-

1	<u>PART-B</u> Indian W.C. complete with all accessories & fittings including seat cover as per drawing & specification	2.00	8200/-	Point	RS: 16400/-
2	Providing & fixing I.C.L. or Porta Company English Commode with Seat cover including flushing cistern complete in all respects (Italian Force Model)	2.00	24500/-	Each	RS: 49000/-
3	Installing wash basin pedestal type, complete in all respects with fittings and mixer etc to the entire satisfaction of the Site Engineer.	4.00	4250/-	Set	RS: 17000/-



CONSERVATION OFFICER,
 Department of Antiquities
 Government of Sindh



1. V.C. pipe Nepro make of 250.00
Set of 40' dia cutting bit
complete to the east of head on
through walls and roof and make
good with etc and testing with
water to pressure head of 200 cm
and handling etc complete (a) 1000
na


70/-

1000 (1000/-)

TOTAL PARTS 96400/-

GRAND TOTAL 999320/-


CONTRACTOR




CONSERVATION OFFICER,
Department of Antiquities
Government of Sindh

3044. 213 26/6/12

Issue to: Raja Enterprises

Trade Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Repair & Maintenance of Office Building C-82 Block-2, Clifton Karachi

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

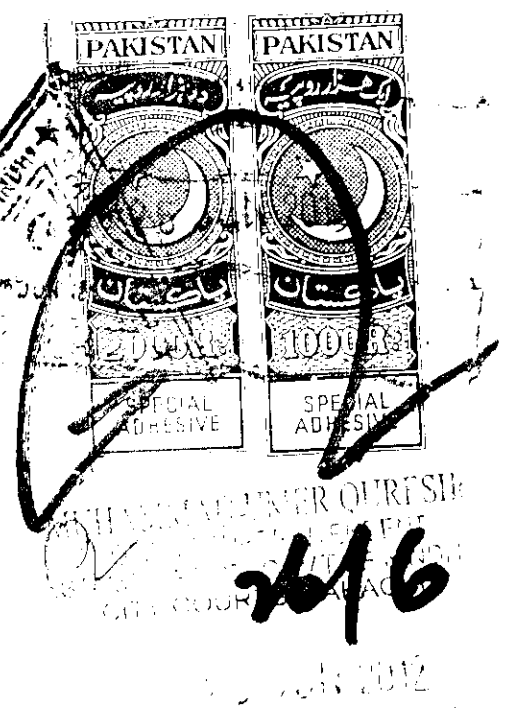
3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

RIJA ENTERPRISES
Raja Enterprises
Proprietor



Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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 deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions].**

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

Dated the _____ day of _____ 199

**Signature of contractor before submission of tender

(Witnesses ***)

***Signature of witness to contractor's signature.

(Address)

(Occupation)

Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind.

Executive Engineer

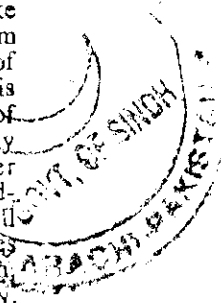
Division (or his duly authorised Assistant)

Date the _____ day of _____ 199

Condition of Contract

Clause 1.—The Person whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount topercent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may 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.

Signature of the contractor



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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 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 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action has been taken under clause 3 and 4.

Power to take possession of or require removal of or sell, contractor's plant.

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contract exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (\dots) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the fall amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which

Contractor to supply plant, implements, 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 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.

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Suptg. Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid

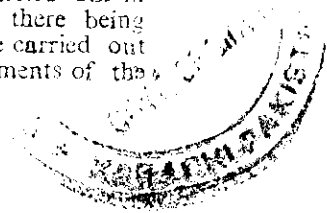
Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums in estimates.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.



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Clause 45.—If any materials, such as stones, metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A'S for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sale Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred;"

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1005-I dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer,
Division

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[Faint handwritten notes and stamps]

SCHEDULE A

Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Units	Rs	Ps.	

Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

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 Proprietor

(Signature of Executive Engineer)
 Assistant Engineer

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} ~~added to~~ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will howfoes be entitled, to a refund of such of the charges as are permissible under the evere on obtaining a certificate from the Engineer-in-charge that the materialswl required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government rruany under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani, Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

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under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And liable for damages arising from non-provision of lights, fences etc.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine or effect in any other way the account 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 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 as so 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 before a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be submitted monthly

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The 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 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 rates to be charged therefor as hereinafter mentioned being so far as price relates 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 this purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

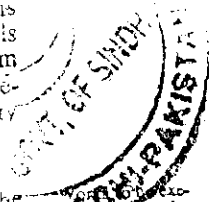
Stores supplied by Government

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards material and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also

Bill to be prepared according to specifications, drawing, orders, etc.

RIJA ENTERPRISES

Proprietor



Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

in addition of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or rubbish so sold except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7.A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

COUPON
Payments on intermediate certificates to be lodged as advances

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the work shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

RIJA ENTERPRISES
Proprietor

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in of the time
—do— —do—
—do— —do—

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—

In 1/4 1/2 3/4 of the time
Reasonable progress of earth work 1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case on similar requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

RIJA ENTERPRIS
Sindh Proprietor

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-work are included they should be detailed in a separate list.

(a) General description

(b) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken, it shall be in accordance with Clause 12 of the conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence

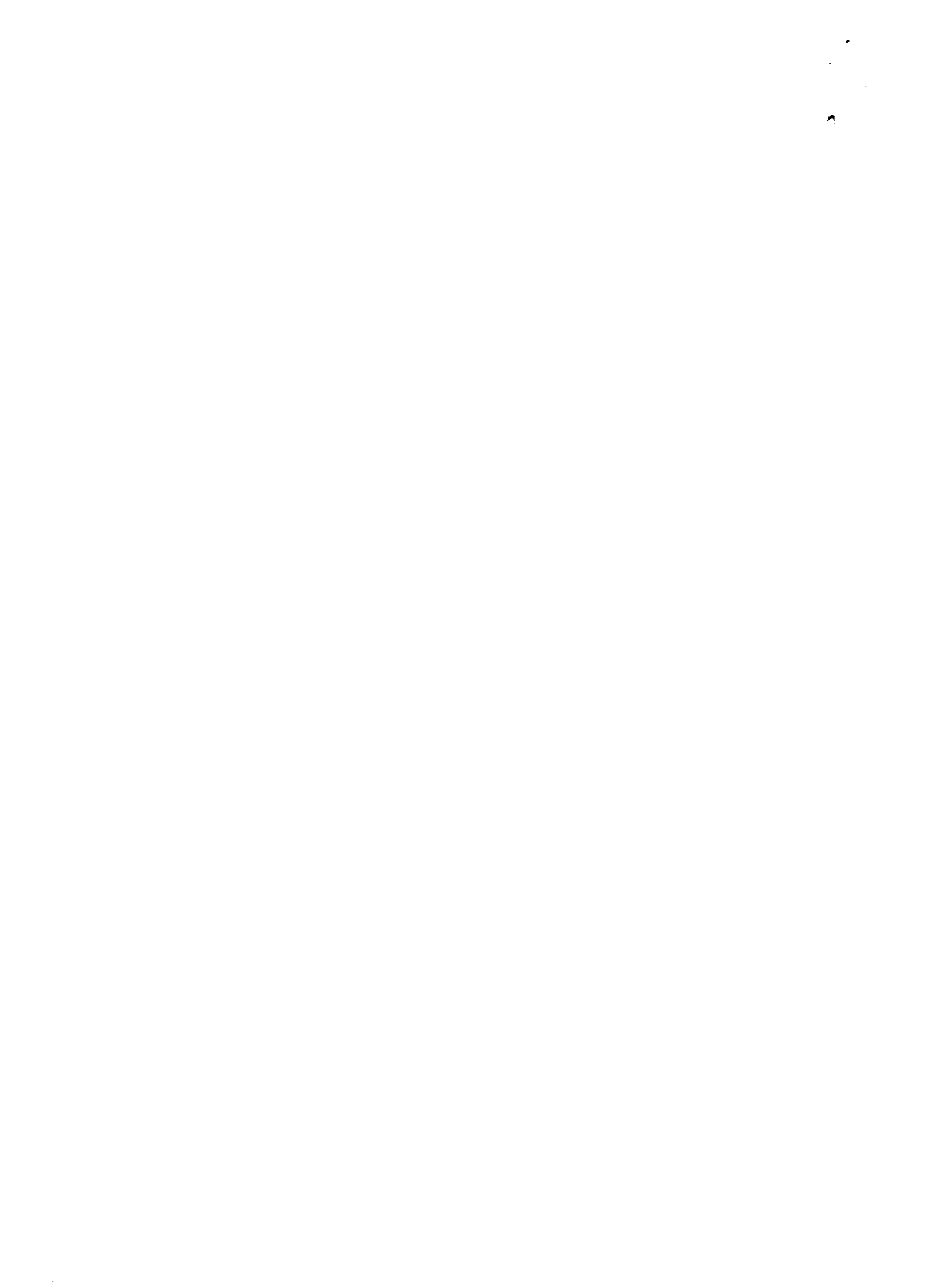
months.

Should this tender be accepted, I/we hereby agree to abide by and fulfil the terms and provisions of the conditions of contract annexed hereto.

RIJA ENTERPRISES

Proprietor

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh



11
12
13







Ph: 021-99222880

M/s Mustafa & Sons Builders
Roof Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration @ KMC
Building M.A. Jinnah Road (Clock Tower & Allied work)

The rates quoted by you for the above said work @ Rs. 996900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Arson Affected Buildings K.M.C. Building,
M.A. Jinnah Road, Karachi. (vi) Rehabilitation/Conservation Clock Tower
(Allied work)

To Whom Tender Issued:- M/S Mustafa & Sons Builders.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993561 DATED 10/5/12

BANK & BRANCH MCB Preeedy City Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1117444 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Bank Korangi Br DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | | |
|----|--|-----------------|
| a) | General Description:- | As Above |
| b) | Estimated Cost:- | Rs: 10,00,000/- |
| c) | Bid Security 2%:- | Rs: 20,000/- |
| d) | Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) | Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) | Time allowed for completion of Scheme 24 (Twenty four) Months. | |


I/ we undertake hereby Tender for the execution of the above work for Rs: 996,900/- as Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

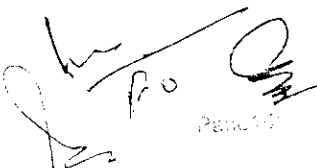
In case my/ our Tender is accepted i/ we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper of contract value at my risk and cost.

Mustafa & Sons Build
CONTRACTOR
Proprietor

STATE OF WORK
 BUILDINGS DEPARTMENT
 KARACHI (POST OFFICE)
 REPAIR OF TOWER

S.No.	Description	Qty	Rate	Unit	Amount
			5000/-		5000/-
1	Providing Scrap Wheel Shaft of tower clock	1	5000/-	Each	5000/-
2	Providing lever shaft Tower clock	1	5000/-	Each	5000/-
3	Providing Gear wheel of Tower clock	1	7000/-	Each	7000/-
4	Providing Pinion gear Tower clock	1	4000/-	Each	4000/-
5	Providing Ring of Tower Clock	1	9800/-	Each	9800/-
6	Providing Pinion gear Tower Clock	1	5900/-	Each	5900/-
7	Providing Lever shaft of Tower Clock	1	4900/-	Each	4900/-
8	Providing Ring of Tower Clock	1	2000/-	Each	2000/-
9	Providing Pinion gear of Tower Clock	1	9900/-	Each	9900/-
10	Providing Lever shaft of Tower Clock	1	800/-	Each	800/-
11	Providing Ring of Tower Clock	1	800/-	Each	800/-
12	Providing Pinion gear of Tower Clock	1	3500/-	Each	3500/-
13	Providing Lever shaft of Tower Clock	1	2800/-	Each	2800/-
14	Providing Ring of Tower Clock	1	3900/-	Each	3900/-
15	Providing Pinion gear of Tower Clock	1	7900/-	Each	7900/-
16	Providing Lever shaft of Tower Clock	1	4400/-	Each	4400/-
17	Providing Ring of Tower Clock	1	3900/-	Each	3900/-
18	Repairing Ring of Tower Clock	1	2900/-	Each	2900/-
19	Repairing Pinion gear of Tower Clock	1	1200/-	Each	1200/-
20	Repairing Lever shaft of Tower Clock	1	4500/-	Each	4500/-
21	Repairing Master Wheel with Pockets of Tower Clock	1	4000/-	Each	4000/-
22	Repairing Ring of Tower Clock	1	800/-	Each	800/-
23	Providing Pinion gear of Tower Clock	1	2000/-	Each	2000/-
24	Providing Lever shaft of Tower Clock	1	2000/-	Each	2000/-
25	Repairing Ring of Tower Clock	1	4000/-	Each	4000/-
26	Providing Pinion gear of Tower Clock	1	1900/-	Each	1900/-
27	Providing Lever shaft of Tower Clock	1	2900/-	Each	2900/-
28	Repairing Ring of Tower Clock	1	1900/-	Each	1900/-


 CONTRACTOR


 Conservation Officer

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

32	Providing 1st wheel Bush of Tower Clock	1	2900/-	Each	RS 2900/-
33	Providing 2nd wheel Bush of Tower Clock	1	900/-	Each	RS 900/-
34	Providing Barrel Bush of Tower Clock	3	1800/-	Each	RS 5700/-
35	Paint Spray for Bell	2	1400/-	Each	RS 2800/-
36	Paint Spray for Wheels & Misc parts of Tower Clock	6	3900/-	Each	RS 23400/-
37	Providing 1st wheel Bush of Tower Clock	6	900/-	Each	RS 5400/-
38	Providing 2nd wheel Bush of Tower Clock	8	800/-	Each	RS 6400/-
39	Providing 3rd wheel Bush of Tower Clock	7	1000/-	Each	RS 7000/-
40	Providing Crimping 2nd Wheel Bush of Tower Clock	2	800/-	Each	RS 1600/-
41	Providing Hours Barrel 2nd wheel Bush Tower Clock	5	1900/-	Each	RS 9500/-
42	Repairing Hammer Lever of Tower Clock	3	1500/-	Each	RS 4500/-
43	Removal of old Dial Labour charges	4	2500/-	Each	RS 10000/-
44	Scraping of Dial Labour charges	4	2000/-	Each	RS 8000/-
45	Primary Oxidization 5-coat and Paint 5-coat of Dial	1	4000/-	Each	RS 4000/-
46	Cartage & Lifting of cutting machine+Acrylic sheets etc.	2	3000/-	Each	RS 6000/-
47	Guft Acrylic sheets cutting & fitting of (Dial)labour charges (60-days)	2	3000/-	Each	RS 6000/-
48	Silicone tubes for Dial fitting	5	1000/-	Each	RS 5000/-
49	Crane charges for 100 feet (Dial fitting 100 feet height)	4	6900/-	Each	RS 13800/-
50	Cartage & Lifting of cutting machine+Acrylic sheets etc.	1	3000/-	Each	RS 3000/-
51	Guft Acrylic sheets for Dial (imported) 375 sq ft	100	400/-	P-Sht	RS 40000/-
52	Service, Fitting, Timing Adjustment complete work at the height of 100 feet (10-days)	1	28000/-	Each	RS 28000/-

TOTAL RS 996900/-

CONTRACTOR

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P.O.

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P.O.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: Mustafa & Sons Builders

Vide Payorder No: _____

Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
of KMC Building N.A. Jinnah Rd. (Clock Tower & Allied work)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

B 3009

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out: he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.



Handwritten initials or signature, possibly 'M/S' or similar, written in dark ink.

so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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]. **

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

Dated the _____ day of _____ 199
(Witnesses ***)
(Address)
(Occupation)

**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 for his duly authorized Assistant

*Signature of the officers by whom accepted.

Date the _____ day of _____ 199

Condition of Contract

security deposits.

Clause 1.—The Person whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount topercent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may 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.

Conservation
Directorate of Conservation

(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 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 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation, if action not taken under clause 3 and 4.

Power to take possession of or require removal of or sell, contractor's plant.

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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 unskillful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the performance of the contract or any part thereof in any respect of the accuracy of any claim; nor shall it constitute any liability or effect in any other way the power 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 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 trace 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 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 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 he estimates provided for such work.

Bills to be on the 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 (hereinafter as hereinafter mentioned being as far as practicable for the convenience of the contractor but not so as in any way to curtail the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

See schedule to the contract.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications, drawings, orders, etc.

Conservation Officer
Directorate of Conservation
Department of Agriculture

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open etc. to inspection

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter in which

Contractor to supply plant, ladders scaffolding, etc.

Contractor to supply plant, ladders scaffolding, etc.

the coupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.


Stores of European or American manufacture to be obtained from Government.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums to estimate.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action when no specification.


Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Clause 45.—If any materials, such as stones, metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A's for bidder.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sales Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

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





No: CO/Antiquities/NIT/2011-12/565 (4-VI)
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05 2012

Ph: 021-99222880

M/s Mustafa & Sons Builders
Roof Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration @ K.M.C.
Building M.A. Jinnah Road (Clock Tower & Allied work)

The rates quoted by you for the above said work @ Rs. 996900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Arson Affected Buildings K.M.C. Building,
M.A. Jinnah Road, Karachi. (vi) Rehabilitation/Conservation Clock Tower
(Allied work)

To Whom Tender Issued:- M/S Mustafa & Sons Builders.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993561 DATED 10/5/12

BANK & BRANCH MCB Preadly Dist Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1117444 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Bank Korangi Br DATED 9/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

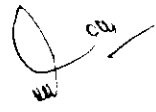
I/ we undertake hereby Tender for the execution of the above work for Rs: 996,900/- as Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

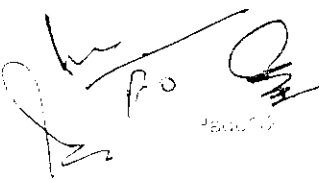
In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper of contract value at my risk and cost.

Mustafa & Sons Builders
CONTRACTOR
Proprietor

STATEMENT OF WORK FOR THE REPAIR AND MAINTENANCE OF BUILDINGS AT KARACHI REST HOUSE, KARACHI.

S.No.	Description	Qty	Rate	Unit	Amount
1	Providing Soap Wheel Shaft of tower clock	1	5000/-	Each	5000/-
2	Providing tower shaft Tower clock	1	5000/-	Each	5000/-
3	Providing Soap wheel of Tower clock	1	7000/-	Each	7000/-
4	Providing Part of Tower clock	2	4000/-	Each	8000/-
5	Providing Part of Tower Clock	1	9800/-	Each	9800/-
6	Providing Part of Tower Clock	1	5900/-	Each	5900/-
7	Providing Soap Wheel of Tower clock	1	4900/-	Each	4900/-
8	Providing Soap wheel of Tower clock	1	2000/-	Each	2000/-
9	Providing Soap wheel of Tower clock	1	9900/-	Each	9900/-
10	Providing Soap wheel of Tower clock	1	800/-	Each	800/-
11	Providing Soap wheel of Tower clock	1	3800/-	Each	3800/-
12	Providing Soap wheel of Tower clock	1	2800/-	Each	2800/-
13	Providing Soap wheel of Tower clock	1	3900/-	Each	3900/-
14	Providing Soap wheel of Tower clock	1	7900/-	Each	7900/-
15	Providing Soap wheel of Tower clock	1	4400/-	Each	4400/-
16	Repairing Soap wheel of Tower clock	2	3900/-	Each	7800/-
17	Repairing Soap wheel of Tower clock	1	2900/-	Each	2900/-
18	Repairing Soap wheel of Tower clock	1	1200/-	Each	1200/-
19	Repairing Soap wheel of Tower clock	1	4500/-	Each	4500/-
20	Repairing Soap wheel of Tower clock	1	4000/-	Each	4000/-
21	Repairing Soap wheel of Tower clock	1	800/-	Each	800/-
22	Providing Soap wheel of Tower clock	1	2000/-	Each	2000/-
23	Repairing Soap wheel of Tower clock	1	2000/-	Each	2000/-
24	Providing Soap wheel of Tower clock	1	4000/-	Each	4000/-
25	Providing Soap wheel of Tower clock	1	1900/-	Each	1900/-
26	Repairing Soap wheel of Tower clock	1	2900/-	Each	2900/-
27	Repairing Soap wheel of Tower clock	1	1900/-	Each	1900/-


 CONTRACTOR


 Conservation Officer

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

31	Providing 1st wheel Bush	1	2900/-	Each	RS	2900/-
32	Providing 2nd wheel Bush	1	900/-	Each	RS	4500/-
33	Providing Barral Bush	1	1900/-	Each	RS	3700/-
34	Paint Spray for Bells	2	1400/-	Each	RS	2800/-
35	Paint Spray for Wheels & Misc parts of Tower Clock	6	3900/-	Each	RS	23400/-
36	Providing 1st wheel Bush of Tower Clock	6	900/-	Each	RS	5400/-
37	Providing 2nd wheel Bush of Tower Clock	8	800/-	Each	RS	6400/-
38	Providing 3rd wheel Bush of Tower Clock	7	1000/-	Each	RS	7000/-
39	Providing Chiming 2nd Wheel Bush of Tower Clock	2	800/-	Each	RS	1600/-
40	Providing Hours Barral 2nd wheel Bush Tower Clock	5	1900/-	Each	RS	9500/-
41	Repairing Hammer Lever of Tower Clock	3	1500/-	Each	RS	9000/-
42	Removing of old Dial labour charges	4	2500/-	Each	RS	10000/-
43	Scraping of Dial labour charges	4	2000/-	Each	RS	8000/-
44	Primary Oxidization coat and Paint 5-coat of Dial	1	4000/-	Each	RS	8000/-
45	Cartage & Lifting or cutting machine+Acrylic sheets etc	2	3000/-	Each	RS	6000/-
46	Gulf Acrylic sheets cutting & fitting of (Dial)labour charges (60-days)	2	3000/-	Each	RS	6000/-
47	Silicone tubes for Dial fitting	5	1000/-	Each	RS	5000/-
48	Crane charges for 100 feet height (Dial fitting 100 feet height)	4	6900/-	Each	RS	13800/-
49	Cartage & Lifting or cutting machine+Acrylic sheets etc	1	3000/-	Each	RS	3000/-
50	Gulf Acrylic sheets for Dial (unported) 375 sq.ft	100	400/-	P-SH	RS	40000/-
51	Service, Fitting, Timing Adjustment complete work at the height of 100 feet for 10 days.	1	28000/-	Each	RS	28000/-

TOTAL RS 996900/-

CONTRACTOR

PO

PO

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: Mustafa & Sons Builders

Vide Payorder No: _____

Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
(2 KM Bunting M.A. Jinnah Rd (Clock Tower & Allied work))

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

B 3000

**Percentage Rate Tender and Contract
for works**

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.



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2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates} _{Scheduled rates} shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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)

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature.

*Signature of the officers by whom accepted.

The above tender is hereby accepted by me on behalf of the Governor of Sind.

Executive Engineer

Division for his duty authorised 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 Government securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (with the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount topercent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may be due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the option of the depositor, be converted, into interest-bearing securities provided that the depositor has expressly desired this in writing.

earnest deposits.

(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 certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contract 10 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or still, contractor's plant.

N

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof, in any respect or the accruing of any claim; nor shall it constitute a discharge 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 items 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 authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material stores and the prices to be charged hereon 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 therefrom, if the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for this 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 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 specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications, drawings, orders, etc.

[Signature]
Conservation Officer
Directorate of Conservation
Department of Agriculture

that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land of cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, ladders, scaffolding etc.

[Handwritten signature and stamp]
 General Manager
 P.W.D. Stores

upon 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.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the 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.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being to Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Changes in the constitution of firm to be notified

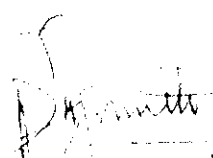
Works to be under direction of Superintending Engineer

Decision of Superintending Engineer to be final.

Stores of European or American manufacture to be obtained from Government.

Lump sums to be estimated.

Action when no specification.


Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Clause 45.—If any materials, such as stones, metal, brick, sand, etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate to concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A's for bid.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 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 bid and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued *vide* Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1006-I dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer,
Division



No: CO/Antiquities/NIT/ 2011-12/ 667 / - VI
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 25-05-2012

Ph: 021-99222880

M/s M.A. Bhojani Builders
Govt Contractor
Koraceli

SUBJECT: WORK ORDER FOR Conservation/Restoration/Rehabilitation
of Shonshai Masjid Saadabad (w/s- S/P & Allied work)

The rates quoted by you for the above said work @ Rs. 996300/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of () which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

1-61

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration/Rehabilitation of Shanshahi Masjid,
Shanshahi Goth, Near Saeedabad. (W/S, S/I & Allied work)

To Whom Tender Issued:- m/s M. A. Bhojani Builders.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 4235675 DATED 9/5/12

BANK & BRANCH Bank Al-Habib AMOUNT RS: 1,000/-
Bolnagar Br

BID SECURITY NO: 1117446 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Bank Korangi Br. DATED 9/5/12

DATE OF ISSUED OF TENDER 9/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 996300/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

M. A. BHOJANI BUILDERS

CONTRACTOR
Proprietor

SCHEDULE-B

SCOPE OF WORK: CONSERVATION / RESTORATION / REHABILITATION OF
SHANSHAHI MASJID, SHANSHAHI GOTH, NEAR SAEEDABAD
(W/S, S/A & ALLIED WORK)

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/e scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	708.00	26/-	P-Slt	RS: 18408/-
2	Excavation in foundation of building and bridges and other structures including dig belling, dressing filling around structure with excavated earth watering & ramming lead up to one chain and lift up to 3' ft: In (ordinary soil).	900.00	8/-	P-CR	RS: 7200/-
3	Providing and laying 1:4:8 Cement concrete bed under floor using graded stone ballast 2" and down gauge with leveling ramming watering and curing etc. complete.	375.00	110/-	P-CR	RS: 41250/-
4	Pecca brick masonry in foundation and ground floor (including striking of joints) in lime sand surkhi mortar. 1:1:1	1300.00	137/24	P-CR	RS: 179062/-
5	Reinforced Cement concrete work including all labor and material except the cost of steel reinforcement and its labor for bending and binding which will be paid separately. The rate includes all kinds of forms, moulds, lifting, centering, shuttering, curing, rendering and finishing the exposed surface. (including screening and washing of shingle) Erecting and fixing in position pre cast Chiroli concrete or stone slab in roofs or lintels. etc. lift upto 20 feet including all charges.(1:2:4)	732.50	326/-	P-CR	RS: 238795/-



CONSERVATION OFFICER,
Department of Antiquities
Government of Sindh

	Provision of steel reinforcement for cement concrete i/c cutting, landings layings in position. (For Bar).	32.70	6100/-	P-Cwt	RS: 199475/-
7	Cement Pointing to match the existing colour of of building.	2144.00	30/-	P-Sft	RS: 64320/-
8	Providing and laying topping of cement concrete 1:2:4 i/c surface finishing & divide into pannells (2" thick)	352.00	60/-	P-Sft	RS: 21331/-

9	P/L Two coats o bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)	352.00	37/-	P-Sft	RS: 12320/-
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TOTAL-A RS: 782162/-

1	<u>PART-B</u> Indian W/C, complete with all accessories & fittings including seat cover as per drawing & specification	4.00	8200/-	Each	RS: 32800/-
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2	Installing wash basin pedestal type. complete in all respects with fittings and mixer etc to the entire satisfaction of the Site Engineer.	2.00	5000/-	Set	RS: 10000/-
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3	P/F P.V.C pipe Nepro make of Sch: of 40 i/c cutting fitting complete i/c the cost of breaking through walls and roof and making good with e.c and testing with water to pressure headd of 200 feet and handling etc complete (a) 1/2" dia				RS: _____
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1/2"	250.00	100/-	P-Rft	RS: 25000/-
3/4"	300.00	150/-	P-Rft	RS: 45000/-

[Handwritten signatures and initials]

Issue to: M.A. Bhojani, Builders.

File/Order No: _____

Date: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
Rehabilitation of Shaukhi Masjid Gacchabud (15/5 S/P 2 Ahmed Nagar)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

16.3 0207

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings, and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors in the office of the Executive Engineer during office hours.

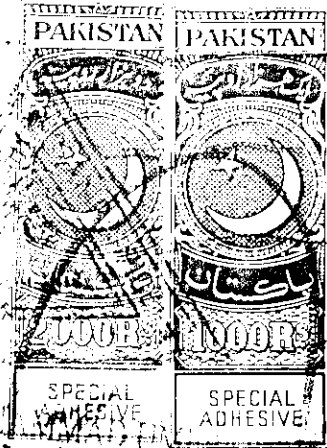
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out: he is willing to undertake the work. Only one rate of such percentage, on all the $\frac{\text{Estimated rates}}{\text{Scheduled rates}}$ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.



Handwritten signature or initials, possibly '20/6'.

2012

Handwritten signature, possibly 'Lambert'.

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so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 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].**

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

Dated the _____ day of _____ 199____
(Witnesses ***)
(Address)
(Occupation)

**Signature of contractor before submission of tender

***Signatures of witness to contractor's signature

The above tender is hereby accepted by me on behalf of the Governor of Sind.
Executive Engineer

*Signature of the officers by whom accepted.

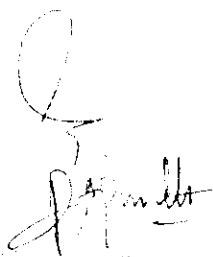
Division (or his duly authorized Assistant)

Dated the _____ day of _____ 199____

Condition of Contract

earnest money.

Clause 1.—The ^{Person} ~~Persons~~ whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to*.....percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted, into interest-bearing securities provided that the depositor has expressly desired this in writing.


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(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Government.

(b) To employ labour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or sell, contractor's plant.

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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 accuracy 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 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 before a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged 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 set off for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Stores supplied by Government.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initiated by the parties, the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications, drawings, orders, etc.

[Signature]
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That any materials or articles provided by him for the execution of the work are consumed, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

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 continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, 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 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Supdtg. Enginee to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums to estimate.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

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Clause 45.—If any materials, such as stones, metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A'S for Bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sale Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred;"

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

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

Chief Engineer,
Irrigation
Department



SCHEDULE A

Clause 45.— If any materials, such as stones metal, brijri, sand etc. are required to be conveyed (approximately) by rail to the site of the work, the contractor will be granted concessionary freight rates for the materials to be conveyed by rail to the site of the work, 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, the contractor will be liable to pay the full freight charges for the materials during the currency of the contract. No claim shall be made for the materials during the currency of the contract.

Certificate for concessionary freight rates for materials to be conveyed by rail to the site of the work.

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 tender and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-	
Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

Divisional Accountant.

Certified that I have noted the content of Government P. W. D. Circular Memorandum No. 1006-I dated 21st February, 1950, which sets out the responsibility of getting the tender checked efficiently in accordance with the schedule are filed up by the person in charge on the issue of the form prior to the submission of the tender.

Contractor.

(Signature of contractor)

Lundad

Executive Engineer,

Executive Engineer (Assistant Engineer) Division

Conservation Officer

Directorate of Conservation

Department of Antiquities

Govt. of Sindh

to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the code on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government or any contractor under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantity, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claims for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claims for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up or commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

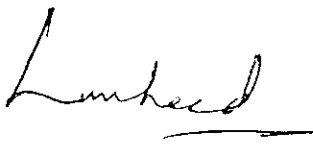
(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

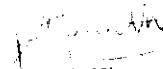
Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others before British.




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under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to send from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And liable for damages arising from non-provision of lights, fencing etc.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for Sub-letting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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The Engineer-in-charge
The Government of India

contain exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at () percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into restriction of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with material of inferior quality, or

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 Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

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Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleared off the dirt including in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials except for the amount actually realized by the sale thereof.

Remove "bundhis" of

Clause 7.A.—In the case of silt clearance and other excavation works on channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel and profile ridges within the designed channel. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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Conservation Officer
Directorate of Conservation
Department of Antiquities

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
—do—	—do—
—do—	—do—

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—
In 1/4 1/2 3/4 of the time

Reasonable progress of earth work ... 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work ... 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Action when whole of security deposit is forfeited.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case and requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Laheed

Smith

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are provided they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note to Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted I/We hereby agree to abide by and fit all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

11









No: CO/Antiquities/NIT/ 2011-12/665 (B) 4-IV
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

Ph: 021-99222880

M/s Mustafa & Sons Builders.
Chief Contractor
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration K.M.C. Building
M.A. Jinnah Rd Korachi (Conservation of Clock Tower)

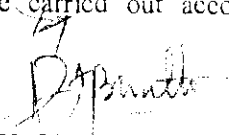
The rates quoted by you for the above said work @ Rs. 996,900/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (08 months) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Arson Affected Buildings K.M.C. Building,
M.A. Jinnah Road, Karachi. (iv) Rehabilitation/Conservation Clock Tower

To Whom Tender Issued:- M/S Mustafa & Sons Builders

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993554 DATED 10/5/12

BANK & BRANCH MCB Preechly Dist Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1117450 DATED: 9/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH Silk Road Rawangi Br DATED 9-5-12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER: 10/5/12

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description:- | As Above |
| b) Estimated Cost:- | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 996,900/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/ we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

M/S Mustafa & Sons Builders
CONTRACTOR

Proprietor

SCHEDULE-E

SCHEDULE OF WORKS FOR RESTORATION OF MUSEUM AFFECTED BY
BULLETHITS TO BUILDING OF MUSEUM AT ROAD KANUNWALI
TRENCH ALONG CONSERVATION TOWER

S.NO	DESCRIPTION OF WORK	QUANTITY	RATE	UNIT	AMOUNT
1	Providing & fixing Soap Wheel of Tower Clock	4	15000/-	each	60000/-
2	Providing & Fixing lever start of Clock	1	15000/-	each	45000/-
3	Providing & Fixing Spiral Gear of Clock	6	25980/-	each	129900/-
4	Providing & Fixing Pinion Gear of Clock	1	7000/-	each	14000/-
5	Providing & Fixing Pinion of Tower Clock	2	20000/-	each	40000/-
6	Providing & Fixing Rotar of Tower Clock	2	15000/-	Each	30000/-
7	Providing & Fixing Soap wheel of Tower Clock	2	2500/-	each	5000/-
8	Providing & Fixing Spiral Gear of Clock	4	6000/-	each	42000/-
9	Providing & Fixing Barrel Gear of Clock	4	20000	each	80000/-
10	Providing & Fixing Barrel Gear of Clock	1	4000/-	each	28000/-
11	Providing & Fixing Small Gear of Tower Clock	2	5000/-	each	10000/-
12	Providing & Fixing Pinion Gear of Clock	2	6000/-	each	12000/-
13	Providing & Fixing Pinion Gear of Clock	2	4000/-	each	24000/-
14	Providing & Fixing Pinion Gear of Clock	2	8000/-	each	16000/-
15	Providing & Fixing Pinion Gear of Clock	2	9000/-	each	18000/-
16	Providing & Fixing Pinion Gear of Clock	1	8000/-	each	8000/-
17	Providing & Fixing Pinion Gear of Clock	1	4000/-	each	20000/-
18	Providing & Fixing Pinion Gear of Tower Clock	2	4000/-	each	20000/-
19	Repairing & Fixing Heat Wheel of Clock	4	2500/-	each	10000/-
20	Repairing & Fixing Pinion Gear of Clock	3	8000/-	each	24000/-
21	Repairing & Fixing Base Gear Clock	1	4000/-	each	52000/-
22	Repairing & Fixing Pinion Gear of Clock	1	4000/-	each	20000/-
23	Providing & Fixing Air Control of Tower Clock	1	3000/-	each	3000/-
24	Providing & Fixing Drawing of Tower Clock	5	5000/-	each	25000/-
25	Providing & Fixing Drawing of Tower Clock	4	4000/-	each	16000/-
26	Providing & Fixing Drawing of Tower Clock	1	7000/-	each	14000/-

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Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt of Sindh

26	Repairing & Fixing Fan Rod of Tower Clock	4	6000/-	Each	Rs. 24000/-
27	Repairing & Fixing Fan Rod of 1st part of Tower Clock	1	4000/-	Each	Rs. 4000/-
28	Providing & Fixing Rods of 1st part of Tower Clock	2	10000/-	Each	Rs. 20,000/-
29	Providing & Fixing Key Winder of Tower Clock	5	5000/-	Each	Rs. 25000/-
30	Providing & Fixing Barrel Bush	7	4000/-	Each	Rs. 28000/-
31	Providing & Fixing Spray for 1st part of Tower Clock	1	10500/-	Each	Rs. 10500/-
32	Providing & Fixing Spray for 2nd part of Tower Clock	1	8500/-	Each	Rs. 8500/-
33	Providing & Fixing 1st wheel Bush of Tower Clock	4	7000/-	Each	Rs. 28000/-
34	Providing & Fixing 2nd wheel Bush of Tower Clock	4	6500/-	Each	Rs. 26000/-
35	Providing & Fixing 3rd wheel Bush of Tower Clock	4	6500/-	Each	Rs. 26000/-
36	Providing & Fixing Drive of 1st part of Tower Clock	5	5000/-	Each	Rs. 25000/-
37	Providing & Fixing Drive of 2nd part of Tower Clock	5	5000/-	Each	Rs. 25000/-
38	Providing & Fixing Gear of 1st part of Tower Clock	7	3000/-	Each	Rs. 21000/-
					Total Rs. 996900/-


 P.O.





Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

Issue to: Mudafa & Sons Builders

Wide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
KMC Building M.A. Jinnah Rd Karachi (Conservation of Clock Tower)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Rs. 3500/-

Percentage Rate Tender and Contract
for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

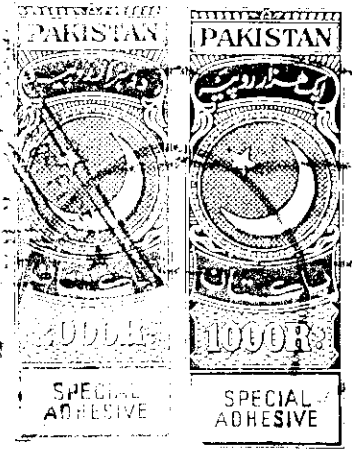
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates}/_{Scheduled rates} shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.



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so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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 ~~it~~ ^{we} not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 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]. **

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

Dated the _____ day of _____ 199
(Witnesses ***)
(Address)
(Occupation)

**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

*Signature of the officers by whom accepted.

Division for his duly authorised Assistant

Dated the _____ day of _____ 199

Condition of Contract

earnly deposits.

Clause 1.—The ^{Person} ~~Persons~~ whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to *.....percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of.....percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

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(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 (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

power to take possession of or require removal of or sale, contractor's plant.

against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine, or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment at reduced rates on account of 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 before 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 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 entries to be made in the bills shall always be entered in the prescribed or in the form or in the manner any other form prescribed by the Engineer-in-charge, and not mentioned of printed form or otherwise, and in accordance with the regulations provided for such work.

Bills to be on the 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 possible for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the property of the Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Materials to be supplied from the Government store.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also

Work to be executed in accordance with specifications, drawings, orders, etc.



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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then not with standing the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure 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 work 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 of his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Work to be open to inspection

Contractor of responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, tools, etc.

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Conservation Officer
 Directorate of Conservation
 Department of Antiquities

thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums in estimates.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action when no specification.

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Clause 45.—If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A'S for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sales Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred;"

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

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Punjab

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 Departments 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

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SCHEDULE A

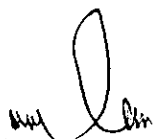
Schedule showing (approximately) the material to be supplied from the Public works Stores for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rate at which the materials will be charged to the contractor			Place of delivery
	Units	Rs.	Ps.	

Note:—The person or firm submitting the tender should see that the rates in the above schedule are filled up by Engineer-in-charge on the issue of the form prior to the submission of the tender.

(Signature of contractor)

(Signature of Executive Engineer)
Assistant Engineer



Conservation Officer
Directorate of Conservation

to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent and stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government treasury under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantity, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on or of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.


Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani, Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

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And liable for
damages arising
from non-provision
of lights, fences
etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for
prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of con-
tractor for any
damage done in
or outside works
area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of
female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of moolibra, barracks should be avoided as possible.

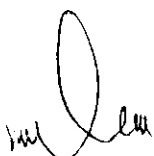
Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be
sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be
rescinded and se-
curity deposit for-
feited for sub-let-
ting it without ap-
proval or for bri-
bing a public offi-
cer or if Con-
tractor becomes in-
solvent.


S. S. S. S. S.

Conservation Officer
Directorate of Conservation
Government of India

confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to this work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specification and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at $\frac{1}{2}$ (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final,

No claim to any payment or compensation for alteration into restriction of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

No claim for the resumption

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or


Mustafa & Sons Builders

ARTICLE OF AGREEMENT

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate


Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by the Engineer-in-charge or where the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or of such dirt except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.


Mustafa & Sons Builders

Water

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
--do--	--do--
--do--	--do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—

	In 1/4 1/2 3/4 of the time
Reasonable progress of earth work	1/6 1/2 3/4 of the total value of work to be done.
Do do of masonry work	1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).
†The amount of this percentage not exceeding 10% will be fixed in every case, suit requirements, e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Officer

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filed in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule I here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-work are included they should be detailed in a separate list.

(a) General description

(b) The amount of earnest money to be provided shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1. Clause of a condition of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence

months.

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

Signature of the Tenderer



11

10



Ph: 021-99222880

M/s Super Time Coal Services

Govt Contractor

Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central Prisons Jail Hyderabad (Watch Tower No.5)

The rates quoted by you for the above said work @ Rs. 997,300/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute word under his supervision and work strictly be carried out according to specification after completing all codal formalities.


CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 25.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Watch Tower No.05)

To Whom Tender Issued:- M/S Super Time Cool Service

TENDER FEE RECEIVED VIDE PAY ORDER NO. 2162338 DATED 10/5/12

BANK & BRANCH MCB Ranchovaline Br AMOUNT RS: 1,000/-

BID SECURITY NO: 2162343 DATED: 8/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MCB Ranchovaline Br DATED 8/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 10/5/12

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description: - | As Above |
| b) Estimated Cost: - | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 997300/- as per Quoted rates on the amount shown/ filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non-judicial Stamp Paper at the contract value at my risk and cost.

CONTRACTOR

Painting of M/s Grill and Guard bars.

990.00 36/-

P-Rit

RS: 35640/-

Repairing of existing spiral iron stair case i/e repairings & providing missings parts of Iron/Steel etc with scrapings & cleaning i/e all charges of labour

1.00 351000/-

P-Job

RS: 351000/-

TOTAL RS: 1103500/-

Shoonee
[Signature]
[Signature]

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: Super Time Cool Services

Wide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration of Central Prisons Jail Hyderabad (Watch Tower No. 5)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

R. 3000

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.



25/6

[Signature]
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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 $\frac{1}{We}$ not deposit the full amount of security deposit specified in the above memorandum, (in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions]. **

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 authorised Assistant)

Date the _____ day of _____ 199

Condition of Contract

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called

the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount topercent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may 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 no cash security deposit is to be taken.

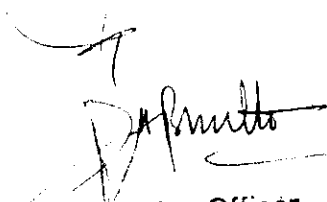
**Strike out (b) if any cash security deposit is to be taken.

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature.

*Signature of the officers by whom accepted.

security deposits.


Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Government.

(b) To employ labour paid by the Public Work Department and to the supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; and in that case the certificate of the Executive Engineer, as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or sell contractor's plant.

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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-received nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it constitute, 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.

Payment at reduced rates on account of items of work not accepted as completed to be at the direction of the Engineer-in-charge.

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,

Bill to be submitted monthly.

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be in prescribed form.

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.

Materials to be supplied by Government.

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 not to be, and the prices to be charged hereafter as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose, all materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Clause 13. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the partner, the said specification being a part of the contract. The contractor shall also

Works to be executed in accordance with specifications, plans, drawings, orders, etc.

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given before work is covered up.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor make good for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, ladders, scaffolding, etc.

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the upon 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.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited 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.

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.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being to Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Sums payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Changes in the constitution of firm to be notified

Works to be under direction of Superintending Engineer

Decision of Superintending Engineer to be final.

Stores of European or American manufacture to be obtained from Government

Lump sums to estimates.

Action where no specification.

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Clause 45.—If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A's for bid.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sales Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred;"

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. 1005-H dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,

Executive Engineer
Conservation Officer
Directorate of Conservation
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Govt. of Sindh

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and manage, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land in, in the case of clearance works as expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

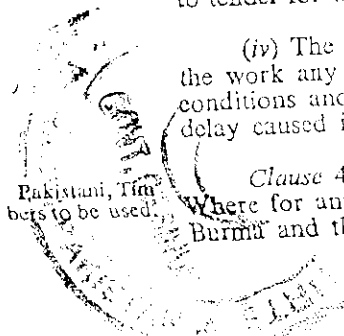
(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Clause 44.—As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British.



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under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And is liable for damages arising from non-provision of lights, fencing, etc.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall be bound to bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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Handwritten signature

contract exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at () percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into re-creation of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforseen claims.

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

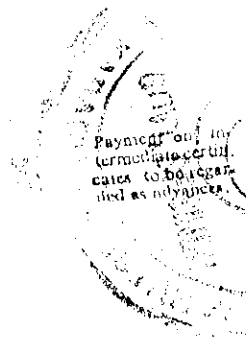
When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate.

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work shall be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or other and except for any sum actually realized by the sale thereof.

Removal of Bundhis.

Clause 7.A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.



Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the bill so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

Conservation Officer
Directorate of Conservation

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
--do--	--do--
--do--	--do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—
In 1/4 1/2 3/4 of the time

Reasonable progress of earth work ... 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work ... 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete :
Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

This will be the same percentage as that in the tender at (c).

The amount of this percentage not exceeding 10% will be fixed in every case on suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

Ami

[Signature]
Conservation Officer
Directorate of Conservation
Department of Antiquities

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

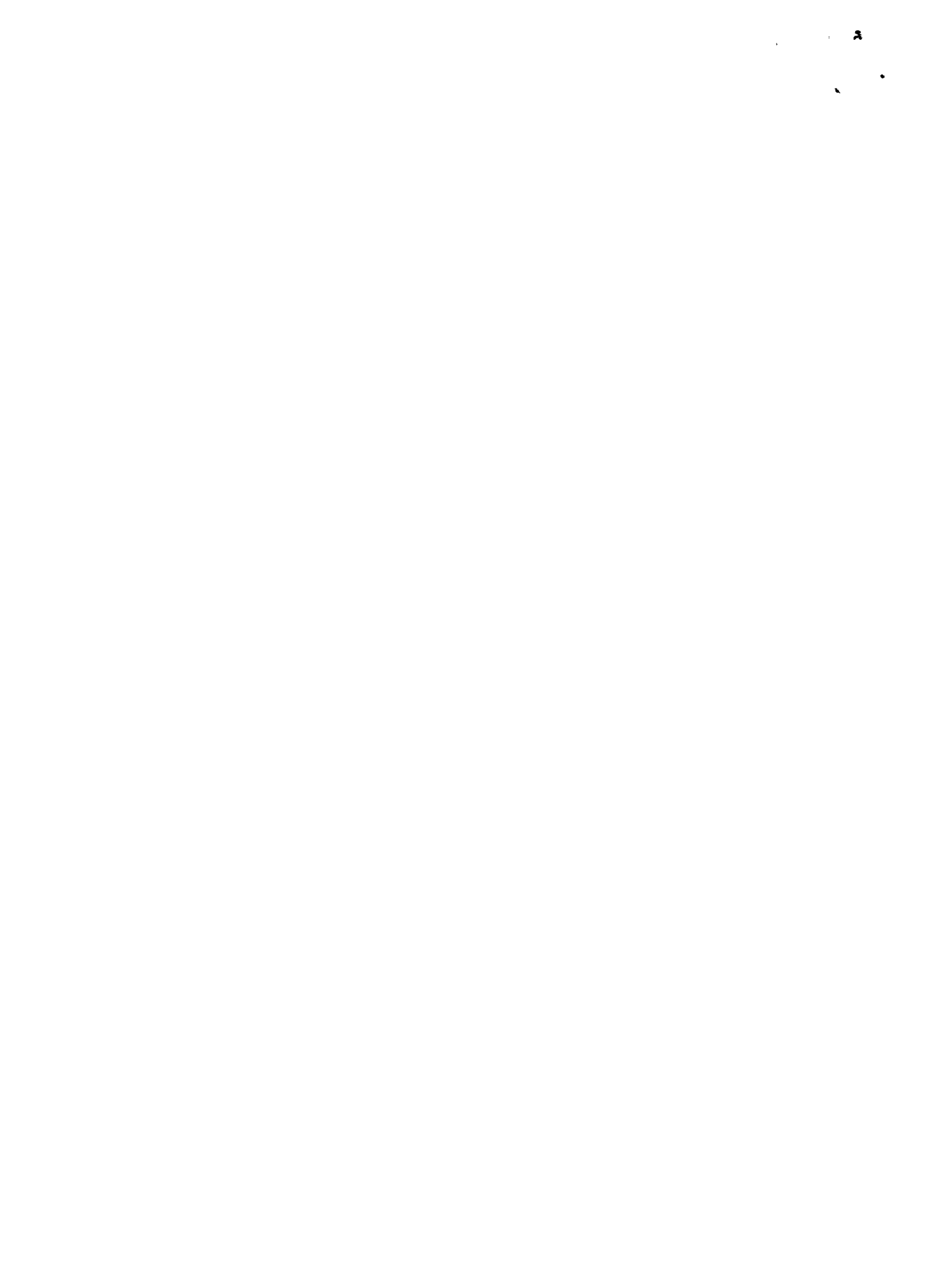
(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt of Sindh



100
101



No: CO/Antiquities/NIT/ 2011-12/ (664/18) ^{3-VIII}
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

Ph: 021-99222880

M/s J. B. F. Constt. Co.
Govt Contractors
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central Prisons Jail Hyderabad (Watch Tower No. 7)

The rates quoted by you for the above said work @ Rs. 999200/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and the period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

3- VIII

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Watch Tower No.07)

To Whom Tender Issued:- M/s J. B. F. Constt Co

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993568 DATED 10/5/12

BANK & BRANCH MCB Preechly Cent Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1993617 DATED: 10/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MCB Preechly Cent Br DATED 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description: - | As Above |
| b) Estimated Cost: - | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 9992000/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

J.B.F. Construction Company
Proprietor

SCHEDULE-B

**NAME OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HYDERABAD (WATCH TOWER NO.7)**

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/c scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	3489.00	26/-	P-Sft	RS: 90714/-
2	Applying floating coat of lime chirol: Cement 1/32" thick as adhesive link between old and new concrete as directed by Engineer Incharge.	2739.00	8/77	P-Sft	RS: 24021/-
3	Providing and laying 1/2" thick lime chirol plaster on wall, ceiling of dome etc with 1: Lime 1: Chirol 1: Sand (1:1:1).	2739.00	24/47	P-Sft	RS: 67023/-
4	P/L cement plaster 3/4" on ground floor ratio 1:4 i/c cutting.	2739.00	36/50	P-Sft	RS: 99873/-
5	Replacing color eaten bricks.	2000.00	35/-	Each	RS: 70000/-
6	Providing and laying topping of cement concrete 1:2:4 i/c surface finishing & divide into pannels (2" thick)	1089.00	60/60	P-Sft	RS: 65993/-
7	P/L Two coats of bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)	2000.00	35/-	P-Sft	RS: 70000/-
8	Cement Pointing.	990.00	30/-	P-Sft	RS: 29700/-
9	Scraping & brushing steel grill and iron work.	42.00	69/-	P-Sft	RS: 2898/-
10	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (3 coats) as per instructions of Architect.	2739.00	42/-	P-Sft	RS: 115038/-

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Painting of M/s Grill and Guard bars.

990.00

33/96

P-Rft

RS:

33561/-

12

Repairing of existing spril iron stair case i/c repairings & providing missings parts of Iron/Steel etc with scrapings & cleaning i/c all charges of labour & material etc.

1.00

332000/-

P-Job

RS:

332000/-

TOTAL

RS:

999200/-

J.B.F. Construction Company

Proprietor

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

3-7-13
A.R.R.

Issue to: J.B.F.

Vide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration of Central Prison Jail Hyderabad (Watch Tower No. 7)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

Percentage Rate Tender and Contract for works

General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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.

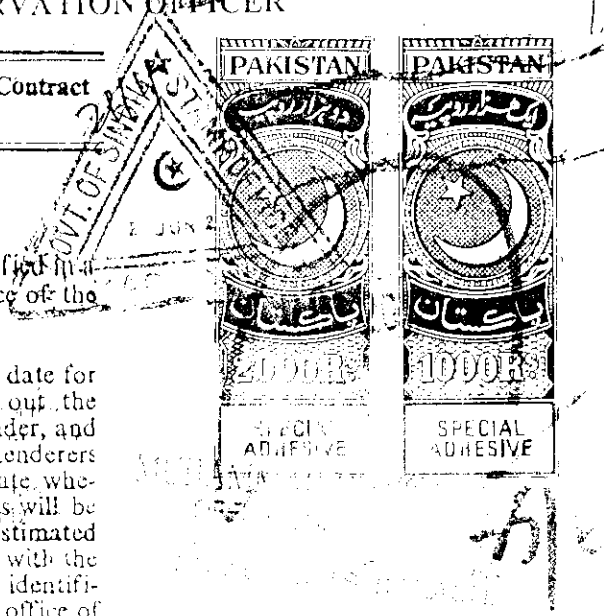
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to reject all or any of the tenders.



[Signature]
Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

[Signature]
J.B.F. Construction Company

so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ dated _____ from Government Treasury or sub-Treasury at _____ in respect of the sum of Rs. _____ is herewith forwarded representing the earnest money (1/2) the full value of

which is to be absolutely forfeited to Government should ^{1/2} we not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 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 for his duly authorised Assistant

Dated the _____ day of _____ 199

Conditions of Contract

Clause 1.—The Person ^{Persons} whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount topercent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may 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 securities deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest bearing securities of the Government of Sind, provided & in this writing.

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature.

*Signature of the officers by whom accepted.

Conservation Officer
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J.B.E. Construction Company

(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 certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor shall have no claim for compensation for any loss sustained by him owing to such action.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or 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.

Action when the progress of any particular portion of the work is unsatisfactory.

Contractor responsible to pay compensation, if action not taken under clause 3 and 4.

Power to take possession of or require removal of or still, contractor's plant.

Conservation Officer
Directorate of Conservation
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J. B. F. Construction Company

against the final payment only and of its payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and re-constructed, or re-erected or 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 accuracy of any claim; nor shall it conclude, determine or effect in any other way the liability of the Engineer-in-charge as to the final settlement and adjustment of accounts or otherwise, 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 than by 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 work 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 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 of the estimated cost of work may be 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 before a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose counter-signature to the measurements 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 prescribed 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 on the bills in full and work ordered in pursuance of these conditions, and not mentioned or provided for in the tender of the contractor shall be included in such bills.

Bill to be submitted monthly.

Clause 12.—If the specifications or estimate of the work provides for the use of any material description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall ascertain stores to be provided by the Engineer-in-charge (other material and stores) and the prices to be charged therefor as hereinafter mentioned being for as in accordance 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 possession of the contractor at the time of completion or determination of the contract shall be returned to the P.W.D. store, if the Engineer-in-charge 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.

As reported to Government.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall

Works to be executed in accordance with specifications, bills, drawings, orders, etc.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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that any materials or articles supplied by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise defective in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure 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 or shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

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.

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land of cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may thereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Works to be open to inspection

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

Contractor liable for damage done, and for imperfections for three months after certificate.

Contractor to supply plant, ladders, 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 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions 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.

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.

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.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Changes in the constitution of firm to be notified

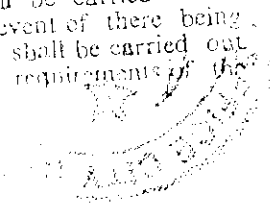
Works to be under direction of Superintending Engineer

Decision of Superint. Engineer to be final.

Stores of European or American manufacture to be obtained from Government

Lump sums to be estimated.

Action where no specification.



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Clause 45.—If any materials such as stones, metal, brick, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi-Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A'S for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sales Tax.

Clause 50.—Certified that no government servant has directly or indirectly a share or interest in the work.

Interest to share Government servant in the work

Clause 51.—The contractor will not be allowed to withdraw his bid 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 1st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor.

Executive Engineer,
Executive Engineer,
Division

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} ~~added to~~ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent or stockings materials in any, should be paid by the contractor, who will howsoever be entitled, to a refund of such of the charges as are permissible under the event on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government or by the contractor under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and famine, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on or commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Tim British

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And liable for damages arising from non-payment of lights, fuel, etc.

under the conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside work area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall be bound to pay the expenses of defending any suit or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.


Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be subcontracted.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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contractor exact, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office and on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (\dots) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *provided* always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alterations into execution of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Proprietor

D. P. S. S. S.
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Clause c. If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unreasonably hindered in the execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorized officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.-(a) On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work be considered to be complete and the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from the woodwork, doors, windows, walls, floors, or other parts of any building or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials removed except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on the completion of the work as advances

Clause 8.—No payment shall be made for any work estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

*	of the work in	of the time
-do-	-	-do-
-do-	-	-do-

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work ... 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work ... 1/10 1/8 1/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case to suit requirements. e.g. if it is fixed at 8% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.


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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the quantities of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(b) The amount of estimated money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money — Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money) — Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 1 Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence . . . months.

Should this tender be accepted, I/we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto.

Conservation Officer
 Directorate of Conservation
 Department of Antiquities
 Govt. of Sindh

T. S. ...











No: CO/Antiquities/NIT/ 2011-12/663(B) ³⁻¹²

GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

Ph: 021-99222880

M/s Super Time Coal Services
Govt Contractor
Korachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central
Prisons Jail Hyderabad (Watch Tower No.3)

The rates quoted by you for the above said work @ Rs. 997200/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Watch Tower No.03)

To Whom Tender issued:- m/s Super Time Cool Service

TENDER FEE RECEIVED VIDE PAY ORDER NO. 2162341 DATED 10/5/2012

BANK & BRANCH MCB Preadhyat Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1315190 DATED: 8/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MCB Blimpora Br DATED 8/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | | |
|----|--|-----------------|
| a) | General Description:- | As Above |
| b) | Estimated Cost:- | Rs: 10,00,000/- |
| c) | Bid Security 2%:- | Rs: 20,000/- |
| d) | Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) | Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) | Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 997200/- as per Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

[Signature]
CONTRACTOR

SCHEDULE-B

NAME OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HYDERABAD (WATCH TOWER NO.3)

No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/c scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	3489.00	26/-	P-Sft	RS: 90714/-
2	Applying floating coat of lime chiroli/Cement 1/32" thick as adhesive link between old and new concrete as directed by Engineer Incharge.	2739.00	8/77	P-Sft	RS: 24021/-
3	Providing and laying 1/2" thick lime chiroli plaster on wall, ceiling of dome etc with 1: Lime 1: Chiroli 1: Sand (1:1:1).	2739.00	24/77	P-Sft	RS: 67023/-
4	P/L cement plaster 3/4" on ground floor ratio 1:4 i/c cutting.	2739.00	36/100	P-Sft	RS: 99973/-
5	Replacing color eaten bricks.	2000.00	35/-	Each	RS: 70000/-
6	Providing and laying topping of cement concrete 1:2:4 i/c surface finishing & divide into pannells (2" thick)	1089.00	60/100	P-Sft	RS: 65993/-
7	P/L Two coats of bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)	2000.00	35/-	P-Sft	RS: 70000/-
8	Cement Pointing.	990.00	30/-	P-Sft	RS: 29700/-
9	Scraping & brushing steel grill and iron work.	42.00	69/-	P-Sft	RS: 2898/-
10	Preparing the surface and painting with matt finish i/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (3 coats) as per instructions of Architect.	2739.00	42/-	P-Sft	RS: 115038/-

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

- 1. Painting of M/s Grill and Guard bars.
- 2. Repairing of existing spiral iron stair case i/c repairings & providing missings parts of Iron/Steel etc with scrapings & cleaning i/c all charges of labour

990.00 33/90

P-Rft RS: 33500/-

1.00 328300/-

P-Job RS: 328300/-

TOTAL RS: 997200/-

Handwritten signatures and initials:
A. J. ...
M. ...
D. ...
S. ...

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

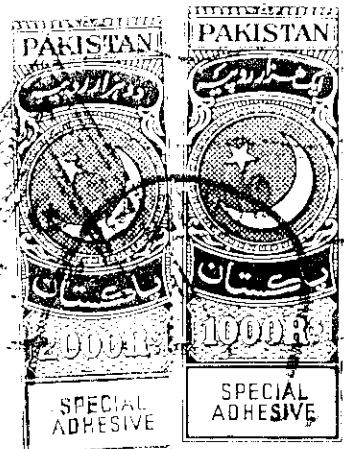
Issue to: Super Time Ceel Services

Vide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration
of Central Prison Jail Hyderabad (Watch Tower No.3)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER H 3009

**Percentage Rate Tender and Contract
for works**



General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful 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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to undertake the work. Only one rate of such percentage, on all the ^{Estimated rates}/_{Scheduled rates} shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Handwritten signature

so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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

*Amount to be specified in words and figures

which is to be absolutely forfeited to Government should I not deposit

Strike out (a) if no cash security deposits to be taken.

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by Government on account of such security deposits as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions]. **

**Strike out (b) if any cash security deposits to be taken.

Dated the _____ day of _____ 199 _____

**Signature of contractor before submission of tender

(Witnesses ***)

***Signature of witness to contractor's signature.

(Address)

(Occupation)

Signature of the officers by whom accepted.

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

earnest deposits.

Clause 1.—The Person whose tender may be accepted (hereinafter called

Persons) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him.) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): Provided always that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount topercent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount ofpercent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may 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.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Handwritten signature and date at the bottom left corner.

(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 certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exerciseable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exerciseable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or still, contractor's plant.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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 work to be re-erected or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine, or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final Bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.—The rates for several items of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed full in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment at reduced rates on account of item of work not accepted as completed to be at the direction of the Engineer-in-charge.

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time before a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms.

Clause 12.—If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the P.W.D. or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefor as hereinafter mentioned being so far as possible 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 turn case be sold for the purpose. All material supplied to the contractor shall remain the property of the 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 work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialled by the parties, the said specification being a part of the contract. The contractor shall also

Work to be executed in accordance with specifications, drawings, etc.

Conservation Officer
Directorate of Conservation
Department of Irrigation
T. T. S. S. S.

that any materials or articles provided by him for the execution of the work are spoiled, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18.—All works under or in course of execution executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Works to be open to inspection

Contractor or responsible agent to be present.

Clause 19.—The contractor shall give not less than five days notice in writing to the Engineer in charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given of measure to be taken

Clause 20.—If the contractor or his workmen, or servants shall break, deface, injure, or destroy any part of a building in which they may be working, or any building, road, fence, enclosure of grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Engineer-in-charge, the contractor shall make good the same at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Engineer-in-charge shall be final) from any sums that may then be due or may hereafter become due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done, and for imperfections for three months after certificate.

Clause 21.—The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, ladders, scaffolding etc.

Conservation Officer,
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sums payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums in estimates.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action when no specification.

Conservation Officer
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Clause 45.—If any materials, such as stones, metal, bajri, sand, etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue.

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A'S for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as levied in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sales Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52. "If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

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. 1005-1 dated 21st February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.

Contractor,

Executive Engineer,

Executive Engineer,
Division

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Directorate of Conservation
Department of Antiquities
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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be $\frac{\text{deducted to}}{\text{added to}}$ the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Engineer-in-charge that the materials required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government to any under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantity, entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in the work on account of acquisition of land or, in the case of clearance works on account of acquisition of land.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employment of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with lashing of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others to be Timbers.

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under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And is liable for damages arising from non-provision of lights, fencing etc.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

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Conservation Officer
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contract exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and the right not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

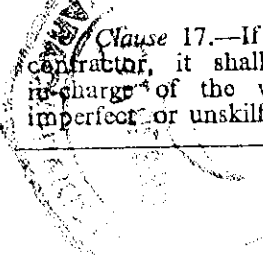
Time limit for unforseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable to case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

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Contract Officer
Public Works Department
Government of India

of completion of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate,

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not until the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials removed, and except for any sum actually realized by the sale thereof.

Removed of "Bundhis".

Clause 7-A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 8.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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P. H. ...

Conservation Officer
Directorate of Conservation
Department of Antiquities

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in of the time
--do-- --do--
--do-- --do--

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:--
In 1/4 1/2 3/4 of the time

Reasonable progress of earth work 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work 1/10 1/5 2/5 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

†Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case and requirements e.g. if it is fixed at 30% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment. If the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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Conservation Officer
Directorate of Conservation
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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing Referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit--(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note b Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence . . . months.

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Department of Conservation

Amber

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Ph: 021-99227880

M/s. Super Time Coal Services
Lead Contractor
Rorach

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central Prisons Jail Hyderabad (Watch Tower No. 4)

The rates quoted by you for the above said work @ Rs. 993800/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and the period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started within a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 Two) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Watch Tower No.04)

To Whom Tender Issued:- M/S Super Time Cool Service

TENDER FEE RECEIVED VIDE PAY ORDER NO. 2162340 DATED 10/5/12

BANK & BRANCH MCB Preeedy Qrt Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1315188 DATED: 8/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MCB Blumpra Br. DATED 8/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14.05.2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | |
|---|-----------------|
| a) General Description: - | As Above |
| b) Estimated Cost: - | Rs: 10,00,000/- |
| c) Bid Security 2%:- | Rs: 20,000/- |
| d) Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 993800/- as Quoted rates on the amount shown/filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-I Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at contract value at my risk and cost.

Asif
CONTRACTOR

SCHEDULE-B

NAME OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HYDERABAD (WATCH TOWER NO.4)

Item of work	Quantity	Rate	Unit	Amount
1 Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/e scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	3489.00	<u>26/-</u>	P-Sft	RS: <u>90714/-</u>
2 Applying floating coat of lime chiroli/Cement 1/32" thick as adhesive link between old and new concrete as directed by Engineer Incharge.	2739.00	<u>8/77</u>	P-Sft	RS: <u>24021/-</u>
3 Providing and laying 1/2" thick lime chiroli plaster on wall, ceiling of dome etc with 1: Lime 1: Chiroli 1: Sand (1:1:1).	2739.00	<u>24/77</u>	P-Sft	RS: <u>67023/-</u>
4 P/L cement plaster 3/4" on ground floor ratio 1:4 i/e cutting.	2739.00	<u>36/50</u>	P-Sft	RS: <u>99873/-</u>
5 Replacing color eaten bricks.	2000.00	<u>35/-</u>	Each	RS: <u>71000/-</u>
6 Providing and laying topping of cement concrete 1:2:4 i/e surface finishing & divide into pannels (2" thick)	1089.00	<u>60/60</u>	P-Sft	RS: <u>65900/-</u>
7 P/L Two coats of bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)	2000.00	<u>35/-</u>	P-Sft	RS: <u>71000/-</u>
8 Cement Pointing.	990.00	<u>30/-</u>	P-Sft	RS: <u>29700/-</u>
9 Scraping & brushing steel grill and iron work.	42.00	<u>69/-</u>	P-Sft	RS: <u>2898/-</u>
10 Preparing the surface and painting with matt finish i/e rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (3 coats) as per instructions of Architect.	2739.00	<u>42/-</u>	P-Sft	RS: <u>115035/-</u>

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Department of Antiquities
Govt. of Sindh

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Conservation Officer
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Painting of M/s Grill and Guard bars.

990.00

33/96

P-RU

RS: 33501/-

Repairing of existing spril iron stair case i/c repairings & providing missings parts of Iron/Steel etc with serapings & cleaning i/c all charges of labour

1.00

324900/-

P-Job

RS: 324900/-

TOTAL RS: 993800/-

Accepted
[Signature]
[Signature]
A.R.E.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Issue to: Super Time Cool Services

Wide Payorder No: _____ Dated: _____

Amounting to Rs. _____ on account of the Work of: Conservation/Restoration of Central Poisons Jail Hyderabad (Watch Tower No. 4)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

R. 3000

Percentage Rate Tender and Contract for works



20/16

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.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the ^{Estimated rates} ~~Scheduled rates~~ shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

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so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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 ¹/_{We} not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 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)

Dated the _____ day of _____ 199

Condition of Contract

Clause 1.—The ^{Person}/_{Persons} whose tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, upto a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash or Govt. Securities endorsed to Executive Engineer (if deposited for more than twelve months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contracts to deduct such sum as well (With the earnest money deposited by him,) amount more percent of all moneys so payable: such deduction to be held by Government by way of security deposit): *Provided always* that in the event of the contract or depositing a Lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

*Amount to be specified in words and figures

Strike out (a) if no cash security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

**Signature of contractor before submission of tender

***Signature of witness to contractor's signature.

*Signature of the officers by whom accepted.

Security Deposit.

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(b) 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.

(c) 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 or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or sell, contractor's plant.

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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 accuracy 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 denote a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted monthly.

Clause 11.—The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rate 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.—The specifications shall state in the plain language for the use of any person the nature of the materials to be supplied and the nature of the P.W.D. If it is required that the contractor shall be bound to furnish to be provided by the Engineer-in-charge (under separate cover) and the prices to be charged thereon as hereinafter provided shall be as one dealing for the convenience of the contractor but not in any way to control the making or effect of this contract (except 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 thereon, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for its 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 wasted 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 that remaining unused by him or for any wastage in or damage to any such material.

Materials to be supplied by contractor.

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 must conform with the specifications lodged in the office of the Executive Engineer and initiated 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.

Conservation Officer
Director of Government
Department of Public Works
Ludhiana

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that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so charge and cost; and in the event of his failing to do so within a period to be specified and provide other proper & suitable materials or articles at his own proper by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent. On the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 18. All work 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.

Work to be inspected

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 to make good any damage done or if imperfections for three months certificate

Clause 21. The contractor shall supply at his own cost all material (except such special material, if any, as may, in accordance with the contract, be supplied from the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matters as to which

Contractor to supply plant, ladders, scaffolding etc.

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 Department of Antiquities
 Govt. of Sindh

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 5 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Decision of Superint. Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

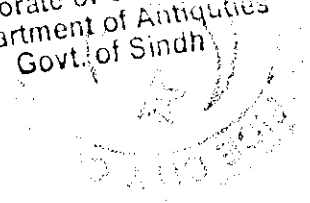
Lump sums to estimates.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, than in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification

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Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh



Clause 45.—If any materials, such as stones metal, bajri, sand etc. are required to be conveyed by rail, the contractors will be granted certificates by the Engineer-in-charge of the work to the effect that the materials are required for Government or semi Government works thereby enabling them to have the benefit of concessionary freight charges from the railway. In case, however, such a concession is withdrawn by the railway at any time during the currency of the contract, no claim shall be preferable against Government on this account.

Certificate for concessionary freight charges from the Railway.

Clause 46.—When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

Procedure of acceptance of tenders when tendered rates are same.

Clause 47.—Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Recovery of dues from contractor as arrears of Land Revenue

Clause 48.—Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

Partnership of M.L.A's for bidden.

Clause 49.—I/We hold myself/ourselves responsible to pay the Sales Tax as lived in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.

Payment of Sale Tax.

Clause 50.—Certified that no Government servant has directly or indirectly a share or interest in the work.

Interest or share Government servant in the work.

Clause 51.—The contractor will not be allowed to withdraw his and ask for the return of earnest money before expiry of the period shown as under, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.

When the sanctioning authority for the tender is:-

Executive Engineer	One month.
Superintending Engineer	Two months.
Chief Engineer	Three months.
Government	Six months.

Clause 52.—"If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objection of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for any or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred."

Certified that the Tender has been executed under my personal supervision and I am satisfied that it has been correctly prepared in accordance with the orders issued vide Government P. W. D. circular Memo No. 1015 W dated 14th September, 1937, and subsequent orders issued in this connection.

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

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Amir



to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage above applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} _{added to} the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent or stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the event on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury to the workmen. If such compensation is paid by the Government or any principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of female etc. labour.

Clause 39.—The contractor shall employ and female, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistan Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others before British.

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Directorate of Conservation
Department of Antiquities
Govt. of Sindh

under these conditions he is entitled to be satisfied or when he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Fading and the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

And shall be liable for damages arising from negligence of lights, etc.

Measures for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside contract area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates, if the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall be bear the expenses of defending any public or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers or women in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25.—No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if Contractor becomes insolvent.

Amir

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

continue exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to this work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid

Alterations in specifications and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at () percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in charge shall for any reason whatsoever not required to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full execution of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforeseen claims

Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security despoit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or

Conservation Officer
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ARTICLE OF AGREEMENT

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final Certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt and slag or upon which the work has been executed, or of which he may have had possession for the purpose of executing his work, not until the work shall have been measured by the Engineer-in-charge or when the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive upon the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish and clearing of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean or such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials or dirt, and except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 7.A.—In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Contractor shall be liable to pay the cost of removal of Bundhis as aforesaid.

Clause 8.—No payment shall be made for any work, estimated to cost more than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given, but in the case of works estimated to cost more than rupees five hundred the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so-payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

Handwritten signature

Contractor's Stamp

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete

of the work in	of the time
do --	do --
do --	do --

and abide the programme of detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work ... 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work ... 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (e).

The amount of this percentage not exceeding 10% will be fixed in every case, suit requirements. e.g. if it is fixed at 8% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Government of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(c) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) The deposit shall be in accordance with paras 515 and 516 of the P.W.D. Manual.

(d) Security deposit—(including earnest money)

Rs.

(e) This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken. See note c Clause of a conditions of contract.

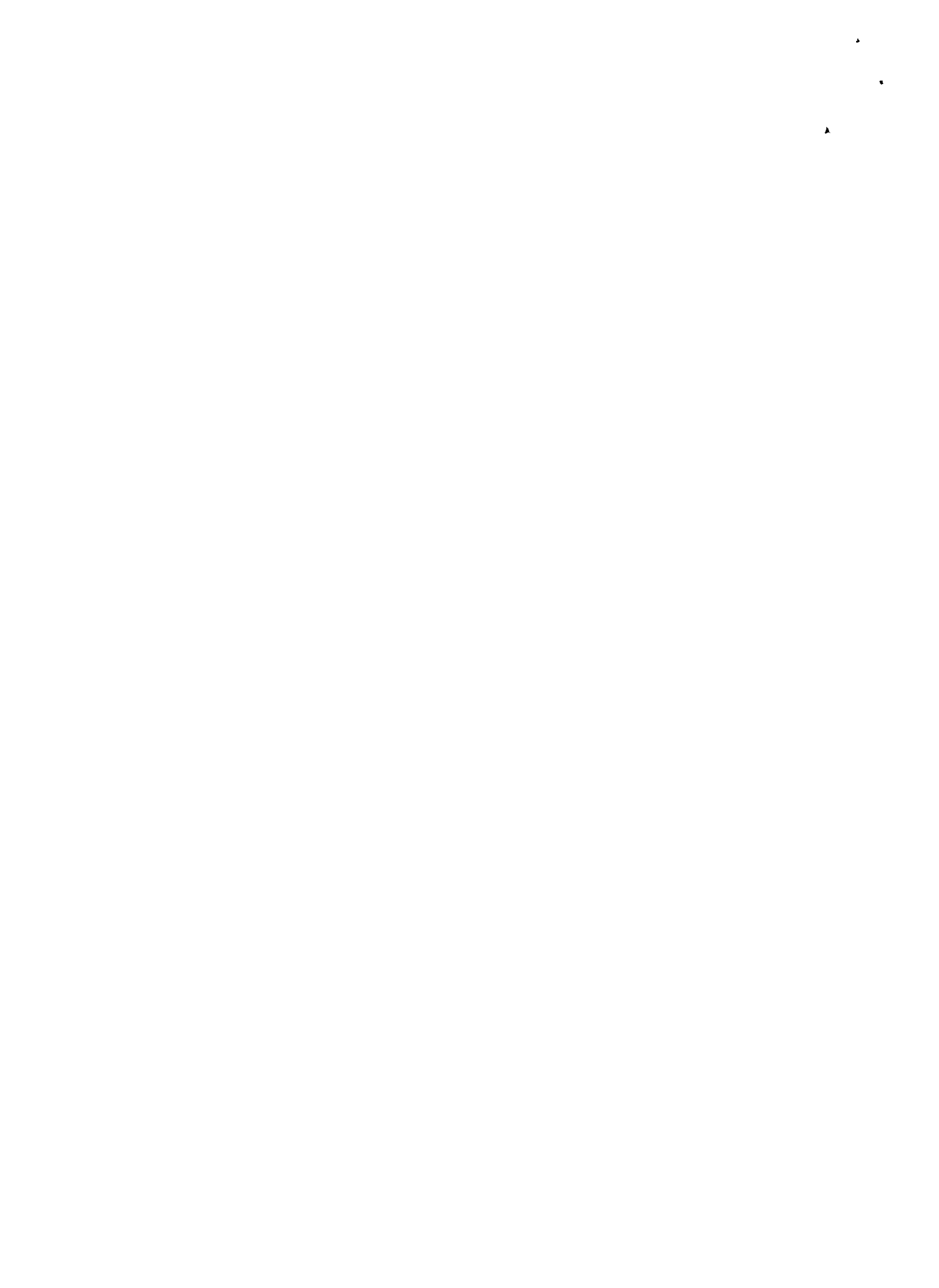
(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted I/we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh











No: CO/Antiquities/NIT/ 2011-12/665 3-18
GOVERNMENT OF SINDH
CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES
Karachi dated the 28/05/2012

Ph: 021-99222880

M/s J. B. F. Constt. Co.
Chief Contractor
Karachi

SUBJECT: WORK ORDER FOR Conservation/Restoration of Central
Prison Jail Hyderabad. (Watch Tower No.8)

The rates quoted by you for the above said work @ Rs. 999800/- for the carrying put the above work being the lowest has been approved by the Procurement Committee. A copy of Schedule "B" is enclosed for carrying out the work accordingly subject to the following general condition of contract agreement.

1. You are instructed to please proceed with conservation work as per terms, conditions, specification and tie period specified and before the commencement of work you are requested to complete the B-II agreement form and affixed the adhesive stamps (Government Fees) as required under the rules.
2. The work is required to be started with in a week's time positively failing which action will be taken under clause of the agreement.
3. Work would be carried out according to provision in the Schedule B-II Tender within the available allotment.
4. In case of any typing error in the description of items its Rate, Unit are quantity etc. the decision of the competent authority will be final and acceptable to you.
5. The work in schedule to be completed within a period of (02 TWO) which will be rock from the date of start of the work failing which action will be taken under clause of the agreement.
6. The work strictly is to be carried out according to P.W.D. specification and as per instruction of Engineer/ Incharge.
7. You should obtain the completion certificate from the Incharge of building before the final payment is made.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

CC to:-

1. P.S. to Secretary, Department of Antiquities, Government of Sindh, Karachi.
2. Field Officer, Conservation Office, Department of Antiquities, Government of Sindh, Karachi. He is directed to execute work under his supervision and work strictly be carried out according to specification after completing all codal formalities.

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

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OFFICE OF THE DEPARTMENT OF ANTIQUITIES
GOVERNMENT OF SINDH KARACHI
N.I.T NO: CO/ANTIQUITIES/NIT/2011-12/647 DATED: 28.04.2012

NAME OF SCHEME:- Conservation/Restoration of Central Prison Jail Hyderabad
(Watch Tower No.08)

To Whom Tender Issued:- M/S J.B.F. Constt. Co.

TENDER FEE RECEIVED VIDE PAY ORDER NO. 1993572 DATED 10/5/12

BANK & BRANCH MCB Preedy Cst Br AMOUNT RS: 1,000/-

BID SECURITY NO: 1993619 DATED: 10/5/12 AMOUNT RS: 20,000/-

BANK & BRANCH MCB Preedy Cst Br DATED 10/5/12

DATE OF ISSUED OF TENDER 10/5/12 DATED OF OPENING OF TENDER 14 05 2012

CONSERVATION OFFICER
DEPARTMENT OF ANTIQUITIES

MEMORANDUM

- | | | |
|----|--|-----------------|
| a) | General Description:- | As Above |
| b) | Estimated Cost:- | Rs: 10,00,000/- |
| c) | Bid Security 2%:- | Rs: 20,000/- |
| d) | Security Deposit i/c BS 10% | Rs: 200,000/- |
| e) | Percentage to be deducted from bill 8% as S. Deposit | Rs: 80,000/- |
| f) | Time allowed for completion of Scheme 24 (Twenty four) Months. | |

I/ we undertake hereby Tender for the execution of the above work for Rs: 999,800/- as per Quoted rates on the amount shown/ filed in the Schedule "B" to be carried out in accordance with specification, design drawings etc and instruction of the Engineer incharge.

In case my/ our Tender is accepted i/we agree to fill up and sign B-II Tender Form which will be deemed as agreement of the work and do hereby under take to abide by all terms & conditions which are printed in the concerned contract agreement and shall execute agreement on non- Judicial Stamp Paper at the contract value at my risk and cost.

J.B.F. Construction Company

Proprietor

SCHEDULE-B

**NAME OF WORK: CONSERVATION / RESTORATION OF CENTRAL PRISON
JAIL HYDERABAD (WATCH TOWER NO.8)**

S/No	Item of work	Quantity	Rate	Unit	Amount
1	Removings of existing cement or lime plaster / tiles from stone work and RCC ceiling using wire brush or light hammering without damaging the stone and RCC slab i/e scaffolding disposal of rubbish material out side the municipal limits or as directed by Architect (wall).	3489.00	26/-	P-Sft	RS: 90714/-
2	Applying floating coat of lime chiroli/Cement 1/32" thick as adhesive link between old and new concrete as directed by Engineer Incharge.	2739.00	8/77	P-Sft	RS: 24021/-
3	Providing and laying 1/2" thick lime chiroli plaster on wall ceiling of dome etc with 1: Lime 1: Chiroli 1: Sand (1:1:1).	2739.00	24/47	P-Sft	RS: 67023/-
4	P/L cement plaster 3/4" on ground floor ratio 1:4 i/e cutting.	2739.00	36/50	P-Sft	RS: 99973/-
5	Replacing color eaten bricks.	2000.00	35/-	Each	RS: 70000/-
6	Providing and laying topping of cement concrete 1:2:4 i/e surface finishing & divide into pannels (2" thick)	1089.00	60/60	P-Sft	RS: 65993/-
7	P/L Two coats of bitumen laid hot using 34 Lbs 100 sft over roof and blended with sand 1 Cft 100 Sft)	2000.00	35/-	P-Sft	RS: 70000/-
8	Cement Pointing.	990.00	30/-	P-Sft	RS: 29700/-
9	Scraping & brushing steel grill and iron work.	42.00	69/-	P-Sft	RS: 2898/-
10	Preparing the surface and painting with matt finish i/e rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink / chalk / plaster of paris mixture, applying first coat premix making the surface smooth and then painting 3 coats with matt finish of approved make etc complete (new surface) (3 coats) as per instructions of Architect.	2739.00	42/-	P-Sft	RS: 115038/-

[Handwritten Signature]
P.O.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

Painting of M/s Grill and Guard bars.

990.00

33/96

P-Rit

RS:

3356/-

12

Repairing of existing spril iron stair case i/c repairings & providing missings parts of Iron/Steel etc with scrapings & cleaning i/c all charges of labour & material etc.

1.00

330800/-

P-Job

RS:

330800/-

TOTAL

RS:

999800/-

h
F.O

J.B.F. Construction Company
Proprietor

[Signature]

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

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Issue to: J.B.F. Const Co.

Vide Payorder No: _____

Dated: _____

Amounting to Rs. _____

on account of the Work of: Conservation/Restoration

Prison Jail Hyderabad (width Ten or No. 8)

DEPARTMENT OF ANTIQUITIES
CONSERVATION OFFICER

14.3.53

**Percentage Rate Tender and Contract
for works**



General Rules and Directions for the Guidance of Contractors

1. All work proposed to be executed by contract shall be notified in a form of invitation to tender posted on a board hung up in the office of the Executive Engineer and signed by the Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawings and estimated rates schedule rates and any other documents required in connection with the work shall be signed by the Executive Engineer for the purpose of identification, and shall also be open for inspection by contractors at the office of the Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

3. Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out; he is willing to under take the work. Only one rate of such percentage, on all the ^{Estimated rates}/_{Scheduled rates} shall be framed. Tenders, which propose any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions, will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if contractors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.

6. The Officer competent to dispense of the tenders shall have right of rejecting all or any of the tenders.

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

J. B. F. Const Co.
J.B.F. Construction Company

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor (in cash or recovered in instalments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Executive Engineer shall, however exercise his discretion to refund security deposit to the contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Note—A work should be considered as complete for the purpose of refund of security deposit to a contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurements.

Clause 2.—The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for completion of any work exceeds one month, to complete:

of the work in	of the time
—do—	—do—
—do—	—do—

and abide the programme of detained progress laid down by the Executive Engineer.

The following proportions will usually be found suitable :—

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work .. 1/6 1/2 3/4 of the total value of work to be done.

Do do of masonry work .. 1/104/108/10 do do.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : *Provided always* that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3.—In any case in which under any clause or clauses of this contract, the contractors shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government

Action when whole of security deposit is forfeited.

Note—The quantity of work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the circumstances of each case.

*This will be the same percentage as that in the tender at (c).

†The amount of this percentage not exceeding 10% will be fixed in every case to suit requirements. e.g. if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work then 3% should be deducted from every payment, if the percentage is fixed at 10% and security deposit only amount to 6% should be deducted and so on.

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7 clause of time

Clause 6.—If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date on which he was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Executive Engineer may, if in his opinion, there are reasonable grounds for granting an extension grant such extension as he thinks necessary or proper. The decision of the Executive Engineer in this matter shall be final.

Provided that where the contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or any of its authorised officers, the Executive Engineer may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.

Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.

When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Final certificate

Clause 7.—On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given until the work shall be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned off the dirt remaining on or upon which the work has been executed, and shall have possession of the work and shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge, may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials sold and except for any sum actually realized by the sale thereof.

Removal of Bundhis

Clause 8.—In the case of silt clearance and other excavation works of channels after the removal of the silt, the Bundhis and covered by a competent authority the Contractor shall, on a notice in writing to be given by the Engineer-in-charge or his subordinate and within the time specified in the notice, remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhis" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.

Payment on intermediate certificates to be regarded as advances.

Clause 9.—No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall on submitting bill therefore, as provided in clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance.

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against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and re-constructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it constitute, 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, in any way save or affect 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.

Payment at reduced rates on account of items of work not accepted as completed to be at the direction of the Engineer-in-charge.

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,

Bills to be submitted quarterly.

Clause 10.—A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorised agent, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be submitted at the rates.

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.

See schedule to Government.

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 herefor as hereinafter mentioned being so far as possible for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the contract, or otherwise, or from the security deposits, or the proceeds of sale thereof, if the security deposits is held in Government securities, the same or a sufficient portion thereof shall in that case be set off for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be refunded to the P.W.D. store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Works to be executed in accordance with specifications, drawings, orders, etc.

Clause 13.—The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also

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thereon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27.—All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 28.—In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in the constitution of firm to be notified

Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Superintending Engineer

Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Superintending Engineer of the circle for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof.

Decision of Superintending Engineer to be final.

Clause 31.—The contractor shall obtain from the P.W.D. stores all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required therefor or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited the contractor in his account at the rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufacture to be obtained from Government

Clause 32.—When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Lump sums to estimate.

Clause 33.—In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Divisional specification, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

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to such construction, be constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Contractors percentage where applied to net or gross amounts of bill.

Clause 35.—The percentage referred to in the tender shall be ^{deducted to} _{added to} the gross amount of the bill before deducting the value of any stock issued.

Refund of quarry fees and royalties.

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stocking materials in any, should be paid by the contractor, who will however be entitled, to a refund of such of the charges as are permissible under the order on obtaining a certificate from the Engineer-in-charge that the material is required for the use on Government work.

Compensation under the Workmen's Compensation Act.

Clause 37.—The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923). (hereinafter called the said Act) for injury principal to the workmen. If such compensation is paid by the Government or any under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate.

Clause 38.—Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being 30% more or less than those entered in the tender or estimate.

Employment of famine etc. labour.

Clause 39.—The contractor shall employ and furnish, convict or other labour of a particular kind or class if ordered in writing to do so by the Engineer-in-charge.

Claim for compensation for delay in starting the work.

Clause 40.—No compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land or, in the case of clearance works on account of any delay in according sanction to estimates.

Claim for Compensation for delay in execution of work.

Clause 41.—No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing of the work on account of acquisition of land or, in the case of clearance works expressly specified.

Entering up on of commencing any portion of work.

Clause 42.—The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

Minimum age of persons employed the employments of donkeys or other animals.

Clause 43.—(i) No contractor shall employ any person who is under the age of 12 years.

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (*Nawar*).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.

(iv) The Engineer-in-charge or his Agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any delay caused in the completion of the work by such removal.

Pakistani Timbers to be used.

Clause 44.—As far as possible Pakistani Timbers shall be used and Where for any reason this is not practicable, preference shall be given first to Burma and then to others to British.

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And is liable for damages arising from non-provision of lights, fencing etc.

under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measure for prevention of fire

Clause 22.—The contractor shall not set fire to any standing jungle, trees, brush-wood or grass without a written permit from the Executive Engineer.

When such permit is given, and also in all cases when destroying cut or dug up trees, brush wood, grass, etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Liability of contractor for any damage done in or outside works area.

Clause 23.—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Government property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Superintending Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from Government to the contractor under this contract or otherwise.

The contractor shall be bound to bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Employment of female labour.

Clause 24.—The employment of female labourers on works in the neighbourhood of soldiers, barracks should be avoided as possible.

Work on Fridays.

Clause 25. No work shall be done on a Friday without the sanction in writing of the Engineer-in-charge.

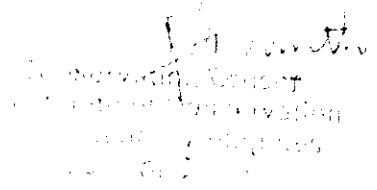
Work not to be sublet.

Clause 26.—The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Engineer-in-charge may, by notice in writing rescind the contract. The contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer-in-charge by a notice in writing produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall

Contract may be rescinded and security deposit forfeited for sub-letting it without approval or for bribing a public officer or if Contractor becomes insolvent.


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contract exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specification and designs not to invalidate contracts.

Clause 14.—The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract; and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work, and at the same rates, as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at (. . .) percent below/above the rate shown for such work in the schedule of rates of the Division and if such last mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, *Provided always* that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Superintending Engineer of the circle will be final.

No claim to any payment or compensation for alteration into resumption of work.

Clause 15.—If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever not required the whole or any part of the work as specified in the tender to be carried out by the contractor, he shall give notice in writing of the fact to the contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the contractor shall be paid for in excess of requirements and are of approved quality.

Time limit for unforseen claims

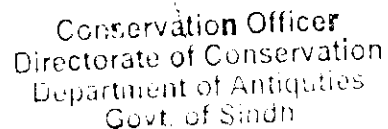
Clause 16.—Under no circumstances whatever shall the contractor be entitled to any compensation from Government on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17.—If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound imperfect or unskilful workmanship or with material of inferior quality, or


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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 certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Government under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4.—If the progress of any particular portion of the work is unsatisfactory Executive Engineer shall, notwithstanding that all the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Action when the progress of any particular portion of the work is unsatisfactory.

Clause 5.—In any case in which any of the powers conferred upon the Executive Engineer by the clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under clause 3 and 4.

Power to take possession of or require removal of or still, contractor's plant.

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so far as applicable, and in default thereof to forfeit and pay to Government the sums of money mentioned in the said conditions.

Receipt No. _____ 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 we not deposit

the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. _____ shall be retained by Government on account of such security deposit as aforesaid] or (b) the full value of which shall be retained by the Government on account of the security deposit specified in clause 1 (B) of the conditions. **

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 for his duly authorized Assistant

Date 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 other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may, at the cost of the depositor, be converted, into interest-bearing securities provided that the depositor has expressly desired this in writing.

**Amount to be specified in words and figures

Strike out (a), if no security deposit is to be taken.

**Strike out (b) if any cash security deposit is to be taken.

**Signature of contractor before submission of tender
***Signature of witness to contractor's signature.

Signature of the officers by whom accepted.

J. B. F. Construction Company

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Executive Engineer.

8. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Public Works Department and their rates shall be filled in and completed by the office of the Executive Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.

9. All work shall be measured not by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.

10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.

Tender for Works

*In Figures as well as in words.

I/We hereby tender for the execution, for the Governor of Sindh, (hereinbefore and hereinafter referred to as "Government"), of the work specified in the under written memorandum within the time specified in such memorandum at

percent below/above the estimated rates entered in Schedule 'B' (memorandum showing items of work to be carried out and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 here of and in Clause 12 of the annexed conditions of contract and agree that when materials for the work are provided by the Government such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto.

Memorandum

(a) If several sub-works are included they should be detailed in a separate list.

(a) General description

(b) The amount of earnest money to be deposited shall be in accordance with the provision of paras 515 and 516 of the P.W.D. Manual.

(b) Estimated cost

(c) Earnest money

Rs.

(d) This deposit shall be in accordance with paras 515 and 516 A of the P.W.D. Manual.

(d) Security deposit (including earnest money)

Rs.

(e) This percentage where no security deposit is taken will vary from 5 percent to 10 percent according to the requirements of the case, where security deposit is taken See note 4, Clause of a conditions of contract.

(e) Percentage, if any, to be deducted from bills (Rupees) percent.

(f) Give schedule where necessary showing dates by which the various items are to be completed.

(f) Time allowed for the work from date of written order to commence months.

Should this tender be accepted we hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto

J.B.F. Construction Company

Proprietor

Conservation Officer
Directorate of Conservation
Department of Antiquities
Govt. of Sindh





