

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- Public Health Engg: Department
- 1) NAME OF THE ORGANIZATION / DEPT. _____
 - 2) PROVINCIAL / LOCAL GOVT./ OTHER _____ Provincial
 - 3) TITLE OF CONTRACT _____ RCC Sewer Pipe i/c Manholes DS Guddu (I&E)
 - 4) TENDER NUMBER _____ NIT No: AB/TC/ADP/75 dated 28/01/2011
 - 5) BRIEF DESCRIPTION OF CONTRACT _____ RCC Sewer Pipe i/c Manholes DS Guddu (I&E)
 - 6) FORUM THAT APPROVED THE SCHEME _____ PWDP
 - 7) TENDER ESTIMATED VALUE _____ 35,00,000/-
 - 8) ENGINEER'S ESTIMATE _____ 38,57,743/-
(For civil works only)
 - 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____ 3 Months
 - 10) TENDER OPENED ON (DATE & TIME) _____ 10/03/2011 at 1.0 PM
 - 11) NUMBER OF TENDER DOCUMENTS SOLD _____ Four (4)
(Attach list of buyers)
 - 12) NUMBER OF BIDS RECEIVED _____ Four (4)
 - 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____ Four (4)
 - 14) BID EVALUATION REPORT _____ Already sent
(Enclose a copy)
 - 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____ Mr. Mashooq Ali Khoso, Kashmore
 - 16) CONTRACT AWARD PRICE _____ 32,72,880/-
 - 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
 1. Mr. Mashooq Ali Khoso Kashmore
 2. Mr. Muhammad Ali Magsi Larkana
 3. M/s Sunico Enterprize Kashmore
 4. Mr. Abdul Majeed Mazari Kashmore

18) METHOD OF PROCUREMENT USED : - (Tick one)

- | | | |
|----|---|--|
| a) | SINGLE STAGE - ONE ENVELOPE PROCEDURE <input checked="" type="checkbox"/> | <input type="checkbox"/> Domestic/ Local |
| b) | SINGLE STAGE - TWO ENVELOPE PROCEDURE _____ | <input type="checkbox"/> |
| c) | TWO STAGE BIDDING PROCEDURE _____ | <input type="checkbox"/> |
| d) | TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE _____ | <input type="checkbox"/> |

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

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	✓

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	✓

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	✓

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	✓

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	✓	No	
-----	---	----	--

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes		No	✓
-----	--	----	---

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	✓	No	
-----	---	----	--

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	✓

39) Date of Award of Contract: 17.03.2011

Signature & Official Stamp of
Authorized Officer

[Signature]

Executive Engineer
Public Health Engg. Division
Kashmore @ Kandhkot

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset

49

PUBLIC HEALTH ENGINEERING (DIV.) KASHMORE @ KANDHIKOT



GOVERNMENT OF SINDH

B- 1/ AGREEMENT.

NAME OF CONTRACTOR:- MR. MASHOOQUE ALI KHOSO.

NAME OF WORK:- CONSTRUCTION OF RCC ASTM SEWER PIPE
9" & 12" DIA: I/C RCC MANHOLES, CATCH
PITS AND CC BLOCKS FOR DRAINAGE SCHEME
GUDDU (IMPROVEMENT AND EXTENSION).....

51

FORM 200-100

PHILIP C. CORNELL

THE
PAE

Carlene
Kash. &
K. Wolf.

22-2-39 17-4-44 12-2-44 12-2-44
103311-1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1

Tender issued to Mr. Malarague M. Khaso.
 and Director for the Guidance of Contractors.
 vide DR. No. 66182 dt-10-03-2011 &
 CD No. A-195285 dt-21-2-2011
 tendered by the Engineer, Bangalore.

1. All work proposed to be executed by contract shall be in the form of invitation to tender posted at a board of works (CD No. A-195285) and signed by the Executive Engineer, and the works to be tendered will be supplied to the prospective tenderers on their request.

Executive Engineer
Public Health Engg. Division

the Engineer will state the work to be carried out, as well as the date for submitting 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 refund of quarry fees, royalties or other ~~monetary~~ ~~considerations~~ will be granted. Copies of the specification

will granted. Copies of the specified rates schedule rates and any other work shall be signed by the Engineer, and shall also be open for inspection by the Engineer during office hours.

Executive Engineer

Submitted by a firm, it is the responsibility of the Public Health Engg. Division in the event of the absence of the Engineer to sign the same. Kandhukar@kandhukar.com

Holding a power-of-attorney from the Engineer.



point of any work, when executed by
ers, except where the contractors are
case the receipt shall be signed by the
c by some other persons having
firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what rate above or below the rates specified in Schedule III No. 3. The Bidding terms of work to be carried out he is willing to undertake the work. Only one rate of percentage, on all the estimated rate/schedule rates issued to him, be indicated. Tenderers which propose any alteration in the work as set in the said form of invitation to tender, even if it is made known by letter R/O... On which certain other conditions will be liable to rejection. If 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. Tender shall have 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 and representatives who may be present at the time and he will enter the amount of the tenders in a comparative statement in such form as may be prescribed. In the event of a tender being accepted, the contractors shall for the purpose of 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 deposited to the contractor making the tender, on his giving a receipt for return of the money.

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

L (iii) ~~6/25~~ 1

CONTRACTOR

Executive Engineer
Public Health Engg: Division
Kashmore @ Kandhkot

53

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 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 A-195285 dated 21-2-2011 from Government Treasury or

*Amount to be noted in words and figures

Sub-Treasury at _____ in respect of the sum of Rs. 70,000/-

is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to Government should not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. 70,000/- shall be retained by Government on account of such security deposit as ~~more~~ said or (b) the full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the conditions.

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

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

Date: the _____ day of _____ 198 .

(Witness) ++

(Address)

(Occupation)

*Signature of the contractor before the Executive Engineer or his duly authorised Assistant.

The above tender is hereby accepted by me on behalf of the Government of 3rd. For Rs. 23,40,165/- (Rupees Twenty Three Lacs Forty Thousand One Hundred and Sixty Five) only @ 85% above on schedule rates viz. 17.87% above on E/colt Executive Engineer Division for the Competition.

*Signature of the officer in charge of the office.

Dated the _____ day of _____ 198 . Superintending Engineer Public Health Engg. Circle ARKAND

Conditions of Contract

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

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 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender), or (B) (permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to percent of all moneys so payable, such deductions to be held by Government by way of security deposit). Provided always that in the event of the contract or depositing a Lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to, per cent 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 per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which is due or may become due to the contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall, within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash, may at the cost of the depositor be converted into interest bearing securities provided that the depositor has expressly agreed this in writing.

Security deposit

CONTRACTOR

Executive Engineer
Public Health Engg. Division
Rashmore @ Kandhkot

see P.P. notes for 85%

50%

gineer
Division
Kandhkot

55

within the
cepted sh
tractor fo
ed in insta
three month

of refund
al measur
ry otherwi

tered in t
ned from t
or. The wo
with, with
tract on t
n an amou
ng Engine
it of the es
that the wo
not further
tractor sh
work exce

the Execut

dition he s
or such sma
shall be fi
y day that
e total amo
hall not ex

of this con
tion amount
deducted by
e serious ill
ineer, on bo
wing contras

time to
and in the
be absolute

it and

he de

Engineer
Edg: Division
Kandhkot

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and give it to another contractor to complete it, 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 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 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 performances 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 the Executive Engineer shall, notwithstanding that 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 not withstanding 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 (b) 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 authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer, may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal and the amount, of the proceeds any expense of and such sale shall be final and conclusive against the contractor.

Clause 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 of 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 P.W.D. 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.

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

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

Power to take possession of or require removal of materials, tools, plant, etc.

Selection time.

CONTRACTOR

Executive Engineer
Public Health Engg: Division
Kashmore @ Kandhkot

use of this agreement. **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 work in the presence of the contractor or his authorised agent, whose counter-signature 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 furnished 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. and if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from the security deposit or from the security deposits or the proceeds of sale thereof, if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied by the contractor shall remain the absolute property of Government and shall on 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 note 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 confirm exactly, and faithfully to the designs, drawings, 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 have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall, if so required, 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.

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

Clause 14.—The Engineer-in-charge shall have powers to make any alterations or additions to the original specifications, drawings, designs, and instructions which 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 the 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; but by 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 the main 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

Alteration in Specification and designs not to invalidate Contract.

Executive Engineer
Public Health Engg: Division
Kashmore @ Kandhkot

CONTRACTOR

Executive Engineer
Public Health Engg: Division
Kashmore @ Kandhkot

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 times during 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 instruction, or have a responsible agent duly accredited in writing present for that purpose, and 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 of his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof taken before the same is covered up or placed beyond the reach of measurement, and shall not cover up 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 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, or destroy any part of a building in which they may be working or any building, road fence, enclosure or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage be done to the work, while it is in progress from any cause whatever or if 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 cost of (which the certificate of Engineer-in-charge shall be final) from any security deposits or the proceeds of sale thereof, or of a sufficient portion of the same.

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 special material, if any, as may in accordance with the contract, be supplied by the P.W.D. Stores), plant, tools, appliances, implements, ladders, cordage, 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 specification, or other documents, forming part of the contract of reference, or not, and which may be necessary for the purpose of carrying out or complying with the requirements of the Engineer-in-charge as to any work, as to which under these conditions he is entitled to be satisfied, or which the contractor shall also supply, without charge the requisite number of persons and means and materials necessary for the purpose of setting out works, and for weighing and assisting in the measurement or examination at any time during the progress of the work or the materials, failing this the same 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 of the same. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the cost of his failing to do so, or of any person for injury sustained owing to neglect of the above provisions, and to pay any damages and costs which may be awarded in any such proceedings to any such person, or which may with the consent of the Engineer-in-charge be paid for compromising any claim by any such person.

Contractor to supply plant, ladders scaffolding, etc.

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

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

Measures for preservation of fire.

Engineer
Engg. Division
Kandhkot

CONTRACTOR

Executive Engineer
Public Health Engg. Division
Kashmore @ Kandhkot

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, 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 the 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 shall be debited to the contractor in his account at the rates shown in the schedule 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 parts 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 or sums payable to him under the provisions of this clause.

Lumpsums in estimate.

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

Action where no specification.

Clause 34.—The expression "works" or "work" where used in these conditions shall, unless there be something in the subject of context repugnant 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.

Definition of work.

Clause 35.—The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock entered in the contract.

Contractors percentage where applied to net or gross amount of bill

Clause 36.—All quarry fees, royalties, octroi dues and ground rent for stockpiling materials if 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 rules on obtaining a certificate from the Engineer-in-charge that the materials were required for the use on Government work.

Refund of quarry fees and royalties.

Clause 37.—The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act), for injuries caused to the workmen. If such compensation is paid by Government as principal under sub-section (1) of section 12, of the said Act on behalf of the contractor, it shall be recoverable by 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.

Compensation under the workmen's Compensation Act.

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.

Claim for quantities entered in the tender or estimate

CONTRACTOR

Executive Engineer
Public Health Engg. Division
Kashmore @ Kandhkot

Clause 51.—Where the authority competent to accept a tender is any of the following authorities the contractor will not be entitled to withdraw or apply for the return of the earnest money before expiry of the period mentioned below against such authority commencing from the date of opening of the tender.

When the sanctioning authority for the tender is:—

Executing Engineer.	Thirty days
Superintending Engineer.	Sixty days
Chief Engineer.	Ninety days
Government.	One hundred & eighty days

CONTR:

Clause 52.—“If any question, difference or objection what so ever 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 their partly, then save in so far as the decision of any such matter is herein before provided for as has been so decided, every such matter including whether its decision has been otherwise provided for and regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person as may be appointed in this behalf by Chief Engineer, (Irrigation), Department and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be recoverable in respect of the matters so referred”.

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

[Signature]
Divisional Accounts Officer
Kashmir
Kandhkot

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

Executive Engineer.

CONTRACTOR

[Signature]
Executive Engineer
Public Health Engg. Division
Kashmir
Kandhkot

MEMORANDUM SHOWING ITEMS OF WORK TO BE CARRIED OUT

CONTRACTOR

(Signature of Executive Engineer)

Executive Engineer
A. S. R. Div. Engg. Division
Sishmore @ Kandhkot

To be continued on additional sheets if found need.

17. Adequate clearance of site (prior to commencement of Work and at its close) in all respects and under all conditions, Site moisture, Weather, etc.

CONTRACTOR

(Signature of) **Executive Engineer**
Public Health Engg: Division
Shimla @ Kandkot

67

AGREEMENT INTRODUCED IN THE GOVERNMENT OF SINDH VIDE.

I/77)

attached with tender form (B-I) dated 16th: April 1979.

AMMENDEMENT NO:I. Provide to clause 10 of General Rule and direction is re-produced below provide that & variation cost of Government Contractor of monopolized items will be adjusted to the extent of actual accordance with condition of the contractor.

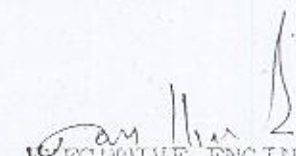
AMMENDEMENT NO:II. Addition of new clause (6-A) after clause 6 namely

6-A (1). Subject to other provision any variation (Increase or decrease in the cost of Government of controlled or monopolized items shall be adjust to extent of actual variation effected after the acceptance of the tender during execution of contract.

(2). The variation under and clause (1) shall be applicable in respect of material of items actually acquired at the verification and use on the work but no claim for increase or shall claim has sites on due to contractors appropositis to items.

AMMENDEMENT NO:III. The payment of escalation of prices of Cement, Steel Bricks and wood etc will be paid subject to enhance of market rate at the date of execution of work at site in terms of special clause-57 of B1 Agreement.


CONTRACTOR.


EXECUTIVE ENGINEER
PUBLIC HEALTH ENGINEERING DIVISION
DASHMORE @ KANDHKOT.

Engineer
Public Health Division
Kandhkot



☎ #: (0722) 570188
☎ #: (0722) 572719

EXECUTIVE ENGINEER
PUBLIC HEALTH ENGG: DIVISION
KASHMORE @ KANDHKOT

ADP

Issued to Mr./M/s Mashooq Ali Khoso Government Contractor

Vide D.R No: 66182 Date 10 / 3 / 2010

Executive Engineer
Public Health Engg: Division
Kashmore @ Kandhkot

MEMORANDUM OF TERMS AND CONDITIONS

I/We tender for the Governor of Sindh (here in before/ here in after referred to as Govt.) of the work specified in the under written memorandum within the time specified, on such memorandum at 85% percent above / below the schedule rates entered in Schedule 'B' (Memorandum showing item of work to be carried out in accordance) in all respects with the specification, designs, drawings and instructions in writing referred to in rules herein to and clause 2 of annexed conditions of contract and agreement when materials for the work are provided by the Government, such material and the rates to be paid for shall be as provided in schedule 'A' here to.

General Description: Construction of RCC ASTM Sewer pipe 9" & 12" dia i/c RCC Manholes, Catch pits and CC Blocks for Drainage Scheme Guddu (Imp & Ext)

- Estimated Cost Rs. 2.500 Million
- Earnest Money Rs. 75000/-
- Security deposit i/c earnest money at 10% Rs: 350,000/-
- Percentage if any to be deducted from bill at 8% Rs: 280,000/-
- Time allowed for the work from the date of written order to commence 3 month.

Should the tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed here to for as applicable and in default here of to forfeit and pay to Government the sums of money mentioned in the said conditions.

RECEIPT/CD NO: A-195285 NBP: Kashmore DATE 21-2-2011 from the Government Treasury or forwarded to Sub Treasury in respect of the sum of Rs: 75000/- is hereby forwarded responding the earnest money at the full value of which is to be absolutely forfeited to Govt: should I / We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause (A) of the said conditions, otherwise the sum of Rs: 75000/- shall be retained by Government on account of the security deposit in clause 1 (B) of the conditions. Since B-I / B-II tender forms are not available, hence this forms is being issued treating is as forms B-I/B-II and in case of lowest tenderer, this memorandum will be replaced by B-I/B-II form in case.

I/We agree to execute an agreement on B-I/B-II form in case my/our tender is accepted and I/We will further bound to able by all the terms and conditions provided in tender/contract.

[Signature]
CONTRACTOR

Schedule 'A' & 'B' Attached Separately

NOTE:

- No cartage of material will be paid separately.
- All works shall be carried out as per PHE/PWD Specifications
- Any or other specifications or as directed Rate quoted.
- Clearance of site, Oetroi to commencement of work and disclosure in all respects and hold good work under all conditions, moisture, weather etc
- No premium will be allowed on non schedule items
- Material such as Bajri, Hill Sand and Cement shall have to be brought by the contractor from the places mentioned in the estimate.
- Any error or omissions in rates or descriptions wil. be governed by the respective schedule of rates.
- The payment of escalation of prices of Cement, Steel, Bricks & wood etc will be paid subject to enhance of market rate at the date of execution of work at site in terms of special clause-57 of B1 Agreement.

[Signature]
CONTRACTOR

Executive Engineer
Public Health Engg: Division
Kashmore @ Kandhkot

Schedule B

Construction of RCC ASTM Sewer pipe 9" & 12" dia i/c RCC Manholes, Catch pits and CC Blocks for
Drainage Scheme Guddu (Imp & Ext)

S.No	Item Description	Qty	Unit	Rate	Amount
1	2	3	4	5	6
1	Excavation for pipeline in trenches and pits in soft soil including trimming and dressing sides to true alignment and shape, leveling of beds of trenches to a correct level and grade, cutting joint holes and disposal of surplus earth within one chain or as directed by engineer in charge, providing fence guards, lights, flags and temporary crossing for non vehicular traffic where ever required lift up to 5' and lead up to one chain (PHSI.NO:1-P-46)	44659.0	Per % cft	1,742.40	77,814.00
2	Excavation for pipeline in trenches and pits in wet soil including trimming and dressing sides to true alignment and shape, leveling of beds of trenches to a correct level and grade, cutting joint holes and disposal of surplus earth within one chain or as directed by engineer in charge, providing fence guards, lights, flags and temporary crossing for non vehicular traffic where ever required lift up to 5' and lead up to one chain (PHSI.NO:1-P-48)	5326.0	Per % cft	2,613.60	13,920.00
3	Providing RCC pipe of ASTM C-76-62 T/C-76-70 class II wall B and fixing in trenches, i/c cutting fitting and jointing with rubber rings i/c testing with water to the specified pressure (Rate Analysis Attached)	1000.0	12" dia Per Rft	259.08	259,080.00
		3690.0	9" dia Per Rft	189.67	699,882.00
4	CC plain i/c placing compacting finishing & curing complete i/c screening and washing of stone aggregate w/o shuttering (CSI NO:5 P-18)	1496.0	1:4:8 Per %cft	4,319.70	64,623.00
		394.0	1:3:6 Per %cft	5,001.70	19,707.00
5	Errrection and removal of centering of RCC or CC work of partial wood (CSI No 18 P 34)	1292.0	P %sft	1,405.75	18,162.00
6	RCC work in roof slabs beams columns rafts lintels and other structural members laid in situ are pre-cast laid in position etc complete in all respects ratio 1:2:4(CSI.No:6 P-18)	1862.2	Per Cft	114.00	212,287.00
7	Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wire also includes removal of rust from bars (CSI NO.7 P-19) Steel provided at 4.0 lbs per cft of RCC	74.8	Per Cwt	2,772.55	207,414.00
8	Providing and fixing CI Manhole Covers with frame i/c cost of material etc (PHSI No1 P23)	20.0	Per Cwt	1,954.70	39,094.00
9	Refilling the excavated stuff in trenches 6" thick layer i/c watering ramming to full compaction etc complete (PHSI No 24 P 53)	44987.0	Per %ocft	1,343.00	60,418.00
10	Pucca Brick work in foundation and plinth in cement sand mortar 1:6 (CSI No:4 P24)	1665.0	P %Cft	3,865.15	64,355.00
11	Cement plaster 1:4 upto 20' height 1/2" thick (CSI No:11 P-57)	2220.0	P %Cft	572.77	12,715.00

12	Cement Concrete brick or stone Ballast 1 1/2" to 2" guage ratio 1:4:8 (GSI No.4 P17)	7306.0	P %Cft	3,584.10	261,854.00
13	CC plain i/c placing compacting finishing & curing complete i/c screening and washing of stone aggregate w/o shuttering (CSI NO:5 P-18) Ratio 1:2:4	5535.0	P %Cft	5,941.10	328,840.00
				Total Rs	2,340,165.00

ABSTRACT		Non - Schedule Items	Total
Schedule Items		958,962.00	2,340,165.00
	1,381,203.00		

Conditions

- 1 No cartage shall be paid seprately to the contractor.
- 2 The Work Shall have to be executed according to the PWD/PHE Specifications.
- 3 No premium on non schedule Items shall be paid to the contractor.
- 4 Any error & omision and description of Item of work will be governed with relvent Schedule of Rates
- 5 The Contractor shall have to bring the material to be used in the work from the quaries as mentioned in the estimate.
- 6 The payment of escalation of prices of Cement, Steel, Bricks & wood etc will be paid subject to enhance of market rate at the date of execution of work at site in terms of special clause-57 of B1 Agreement.

[Signature]
Contractor

[Signature]
(Abdul Wahab Sahito)
Executive Engineer
Public Health Engg: Division
Kashmere @ Kandh Kot