

Toland C. J. 2044160/2

Rs. 6140/
C/O No. 212
29/11
P.W.D. 287

SGP (Khp.) D. No. 105-11-94 - 50,000 L.F. of 8 ls. each.

G.R. P.W.D. Nos. 7938 of 6-4-35
66-1 of 8-6-36, 1950-W of 27-9-37, G.C.M.P.
and M. Dept. No. 383-1/37 of 7-11-37
(P.W.D.) No. 6-173, 2-W of 22-2-30.
O. RA (P.W.D.) No. 1038-1 of 22-2-37
12-10-44 and 2-5-44 64-W of 22-2-39
12-10-44 and 2-5-44 65-W 1038/11-1 of
25-3-40 17-W 2 of 12-12-50.

FORM B-1
PUBLIC WORKS DEPARTMENT
CIRCLE
DIVISION

SSCI for M/S Sachal Traders,
for the work of Laying of IN-SITU SHOCK
Part under Synthetic Hockey Turf at Railway
Ground Sukkur

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 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.

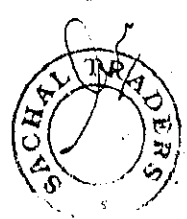
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.

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

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 receipt for the return of the money.

The Officer competent to dispose of the tenders shall have right of



[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 $\frac{1}{Wt}$ 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 a & b security deposit is to be taken.

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

**Signature of contractor before publication of tender

**Signature of witness to contractor's signature

Signature of the officer by whom accepted

Dated the _____ day of _____ 199

(Signature)

(Name)

(Occupation) *Sub Contractor for Rs 2044160/-*

Rupees Two million forty four thousand one hundred sixteen only
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 up to 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 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.



Signature
Executive Engineer
Sind
Government

(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 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 of any 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, tools, plant.



Handwritten signature and official stamp of the Executive Engineer.

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 to be made by the contractor.

Clause 14.—The Engineer-in-charge shall have power to make 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 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 to be carried out by the Contractor on the same conditions in all respects as 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 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.

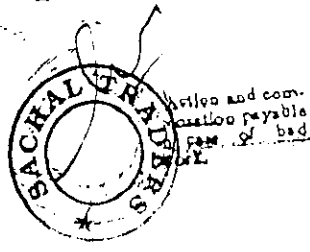
No claim to any payment or compensation for alterations into re-arrangement of work.

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 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 submission of 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.

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, the contractor shall be liable to pay the cost of re-erecting or repairing the work.



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 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 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 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 matter as to which

Contractor to supply plant, ladders, scaffolding, etc.



[Signature]
 Nizamuddin Sidi
 Executive Engineer
 South & Youth
 G...

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 such 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 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 to the effect being, who shall be entitled to direct at what point or points and at what times they are to be commenced and from time to time carried on.

Works to be executed under direction of Superintending Engineer.

Clause 30.—Except where otherwise provided 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 nature of the specifications, designs, drawings, and instructions hereinbefore contained 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 work, 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.

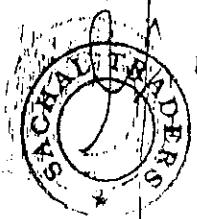
Stores of European or American manufacture to be obtained from Government.

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 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.



Signature of the Executive Engineer, Public Works Department, Government of Bihar.

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.

Certificates for concessionary freight charges from the Railway.

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

Procedure of acceptance of tenders when tendered rates are same.

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

Recovery of dues from contractor as arrears of Land Revenue.

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

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

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

Payment of Sales Tax.

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

Interest or share Government servant in the work.

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

When the sanctioning authority for the tender is:-

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

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

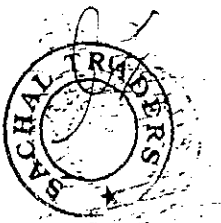
Executive Engineer,
Division

[Signature]
Muhammad Ijaz
Secretary
Sindh & West Punjab
Government

C L A S S (57)

- (1) The prices of cement as (date of receipt
by vendors) fixed by the State Cement
Corporation are Rs. 81/- and Rs. 85/-
per ton for ordinary portland cement and
sulphate resistance cement respectively.
- (2) Should there be any change in the above
prices by the State Cement Corporation
during the currency of the contract, the
difference will be payable by or, as the
case may be, recoverable from the Contractor.
- (3) The effect of the revision of prices will
be confined to the quantity of cement which
is consumed after the date of such revision.

SIGNATURE OF CONTRACTOR



Ph.021-99206733
Fax.021-99206738



No. XEN/S&YAD/2014/753
GOVERNMENT OF SINDH
SPORTS & YOUTH AFFAIRS DEPARTMENT
05th Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Karachi

Karachi, 17th January, 2014

To,
M/s Sachal Traders,
Office #329, Street# 24-8/2,
Islamabad.

WORK ORDER

Subject: - LAYING OF IN-SITU SHOCK PAD UNDER SYNTHETIC HOCKEY TURF AT RAILWAY GROUND SUKKUR.

Ref: Your Financial Proposal Bid opened on 31st December, 2013.


1. I am pleased to inform you, the contract of "Laying of In-Situ Shock Pad under Synthetic Hockey Turf at Railway Ground Sukkur" is awarded to you at your correct bid price Rs.2044160/- (Rupees Twenty Lac forty four thousand one hundred sixty only).
 - i. You are instructed to commence the work immediately after taking over possession of site.
 - ii. This letter may be treated as Work Order. The work should be carried out in accordance with the terms, conditions, Drawings and Specifications laid down in the Tender Documents.
 - iii. You will complete the work within 90 days from the date of issue of this Work Order. In case you fail to execute the **Agreement** and Mobilize at the site as per Stipulations of Tender Documents, the Earnest Money deposited by you with Tender Documents shall stand forfeited in favour of Executive Engineer Sports & Youth Affairs Department, Government of Sindh.
 - iv. The Defect liability period will be (06) Calendar Months from the date of issue of **FINAL SUBSTANABLE COMPLETION CERTIFICATE BY THE DEPARTMENT.**
 - v. Payment schedule will strictly be followed as prescribed in the formal agreement with the department.
 - vi. Amount of liquidated Damages shall be Rs.0.01% for each day of delay in completion of the subject work to a maximum of 10% of contract price.

Cont....P/2

[Handwritten Signature]
17/1/14

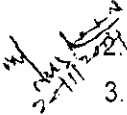

- vii. This letter of Award shall be treated as part of Agreement unless the **FORMAL AGREEMENT** is signed.
- viii. Draft **FORM** of Agreement (Already attached is the tender documents volume-1) can be obtained from this office and shall be submitted to the undersigned duly typed and signed on Non-Judicial Paper of Rs.30 Passas of total amount of awarded work and attested Noting Public / Oath Commissioner.
- ix. Income Tax shall be deducted from the bills on the Value of work done as per prevailing Rates of the Government.
- x. No Expenditure to be incurred beyond the amount of work award letter. More so the work should be carried out according to the approved Design / Drawings and the estimated quantities should not excess in any case, beyond permissible limits.
- xi. The Payment for work done will be made subject availability of funds. In case delayed payment the Contractor shall not Claim any Markup of Interest there upon.

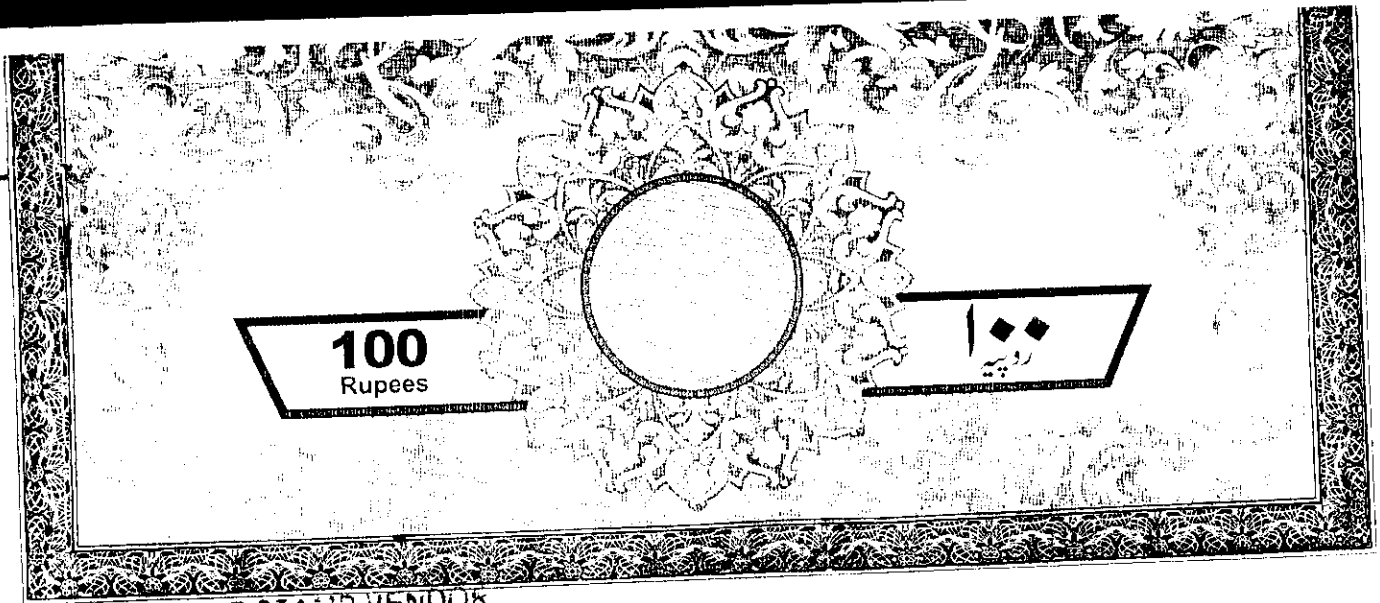
2. You are requested to acknowledge receipt of this **WORK ORDER** as token of acceptance for undertaking the work as per Terms & Conditions mentioned in the Tender Documents.


(NAJAMUDDIN SHAIKH)
Executive Engineer

CC to:-

1. Mr. Sajjad Ahmed Soomro, Assistant Executive Engineer, Sports & Youth Affairs Department, Govt. of Sindh.
2. The Divisional Accounts Officer, Sports & Youth Affairs Department, Govt. of Sindh.
3. PS to Chief Engineer, Sports & Youth Affairs Department, Govt. of Sindh, Karachi.



Received by Assistant
Sub-Engineer M.A.S.
20/1/14



MUHAMMAD ASHRAF STAMP VENDOR

LIC. NO: 6, SHOP NO. 6, ZAMAN CENTRE
BLOCK #7 FEDERAL BAZAAR KARACHI

17 JAN 2014

NO. 5387
SUBJECT

MUHAMMAD ANWAR ALVI
ADVOCATE

AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the 17th day of January 2014 between Sports & Youth Affairs Department Government of Sindh Karachi (hereinafter called the Procuring Agency) of the one part and M/s Sachal Traders, Islamabad hereinafter called the —Contractor) of the other part.

WHEREAS the Procuring Agency is desirous that certain Works, viz LAYING OF IN-SITU SHOCK PAD UNDER SYNTHETIC HOCKEY TURF AT RAILWAY GROUND SUKKUR should be executed by the Contractor and has accepted a Bid Rupees 2,044,160/- (Rupees: Two Million Forty Four Thousand One Hundred Sixty Only) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.



4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHERE OF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Procuring Agency

M/s Sachal Traders, Islamabad.
(Seal)

Sports & Youth Affairs Department
(Seal)

Najamuddin Shaikh
Executive Engineer / D.D.O.
Sports & Youth Affairs Department
Government of Sindh

Signed, Sealed and Delivered in the presence of:

Witness:

Asif Ayub

(Name, Title and Address)

Witness:

SQS

(Name, Title and Address)

MUHAMMAD AHMED SOOMRO
Sports & Youth Affairs Department
Government of Sindh

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- Sports & Youth Affairs Department Govt. of Sindh
- 1) NAME OF THE ORGANIZATION / DEPT. _____
- 2) PROVINCIAL / LOCAL GOVT / OTHER Provincial Government _____
- 3) TITLE OF CONTRACT Laying of In-Situ Shock Pad under Synthetic Hockey Turf _____
- 4) TENDER NUMBER (NF/CHY-2988/13) _____
- 5) BRIEF DESCRIPTION OF CONTRACT Laying of In-Situ Shock Pad at Railway Ground Sukkur _____
- 6) FORUM THAT APPROVED THE SCHEME POWP _____
- 7) TENDER ESTIMATED VALUE Rs.2044160/- _____
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs.2012220/- _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 90 Days _____
- 10) TENDER OPENED ON (DATE & TIME) 31st December 2013 at 1200 hours _____
- 11) NUMBER OF TENDER DOCUMENTS SOLD 04 Nos _____
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03 Nos _____
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03 Nos _____
- 14) BID EVALUATION REPORT (Enclose a copy) Attached _____
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mrs Saqna Traders, is,amabad _____
- 16) CONTRACT AWARD PRICE Rs.2044160/- _____
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). 1st Lowest _____

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

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE Domestic Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE No
- c) TWO STAGE BIDDING PROCEDURE No
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE No

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

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

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	12th December 2013 ID No.1575213950
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Daily The News 14-12-2014 Daily Express 15-12-2014
No	

22) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

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

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING (IF ANY), IF A ROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

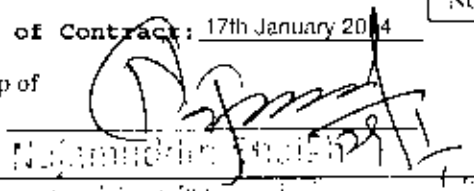
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

39) Data of Award of Contract: 17th January 2014

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

Signature of the authorized officer
Official Stamp of the Procuring Agency
Government of Sindh

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

Subject: -

**LAYING OF IN-SITU SHOCK PAD UNDER SYNTHETIC HOCKEY
TURF AT RAILWAY GROUND SUKKUR.**

S. No	Name of Firm
1.	M/s Sachal Traders, Islamabad.
2.	M/s Waheed Corporation, Karachi.
3.	M/s Saleh Mohammed, Karachi.
4.	M/s Techno FRP Services, Karachi.


28/11

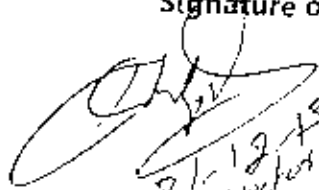
Bid Evaluation Report


1. Name of Procuring Agency: Sports & Youth Affairs Department Govt. of Sindh, Karachi.
2. Tender Reference No: 04
3. Tender Description/ Name of Work/ Item: Laying of In-Situ Shock Pad under Synthetic Hockey Turf at Railway Ground Sukkur
4. Method of Procurement: Single Stage- One Envelop Procurement (Domestic)
5. Tender Published: (SPPRA ID 1575213860 The News Paper 14-12-2013 & Daily Express Newspaper dated 15-12-2013.
Print & Electronic Media (SPPRA ID No. & News Papers names with dates)
6. Total Bid Documents Sold: 04 (Four)
7. Total Bids Received: 03 (Three)
8. Technical Bid Opening date: (if applicable) Nil *(Provide details in separate form)*
9. No. of Bid Technically qualified (if applicable): Nil
10. Bid(s) Rejected: Nil
11. Financial Bid Opening date: 31-12-2013


12. Bid Evaluation Report.

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s Sachal Traders, Islamabad	Rs.2044160/-	First Lowest	1.56% Above	Lowest Bidder	
2	M/s Waheed Corporation, Karachi	Rs.2523260/-	Second Lowest	20.25% Above	Highest Bidder	
3	M/s Techno FRP Services, Karachi	Rs.2619080/-	Third Lowest	23.17% Above	Highest Bidder	

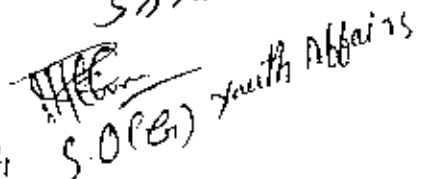
Signature of the Members of the Committee


31-12-13
DT Director Sports


Executive Engineer
S&YAA


Chief Engineer
S&YAA


S.O (Dev-13)
Finance Dept


S.O (Per) Youth Affairs


Bid Evaluation Report


1. Name of Procuring Agency: Sports & Youth Affairs Department Govt. of Sindh, Karachi.
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12. **Bid Evaluation Report.**


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2	M/s Waheed Corporation, Karachi	Rs.2523260/-	Second Lowest	20.25% Above	Highest Bidder	
3	M/s Techno FRP Services, Karachi	Rs.2619080/-	Third Lowest	23.17% Above	Highest Bidder	

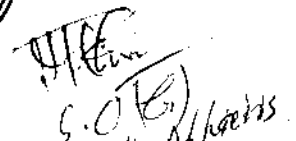
Signature of the Members of the Committee


31-12-13
Dt. Director Sports


Chief Engineer
S & YAD

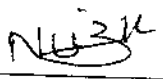
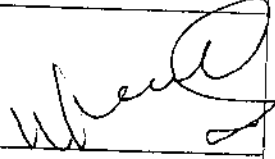


Executive Engineer
S & YAD


S.O. (Deputy)
Finance Dept



S.O. (S)
Youth Affairs

COMPRATIVE STATEMENT

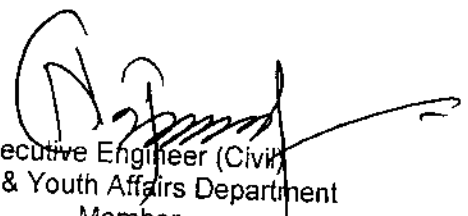
Subject: - LAYING OF IN-SITU SHOCK PAD UNDER SYNTHETIC HOCKEY TURF AT RAILWAY GROUND SUKKUR.


S. No	Name of Firm	2% Earnest Money	Bid Amount	Contractor's Signature
1.	M/s Sachal Traders #329, St.24-8/2, Islamabad.	R. 41000/-	R. 2044160/-	
2.	M/s Waheed Corporation, 6-Ground Floor, Gilani Center Bagh-e-Zohra Street Karachi.	R. 50000/-	R. 2523260/-	
3.	M/s Saleh Mohammed C-VI 581, "D" Street, Gizri Karachi.	NOT PARTICIPATED		
4.	M/s Techno FRP Services, St#8, Mianwali Colony, Mewashah, S.I.T.E Town, Karachi.	R. 53000/-	R. ¹² 26019080/- 2619080/-	


Section Officer (Dev.)
Finance Department
Member
21/12/13


Section Officer (General)
Youth Affairs Department
Member


Deputy Director
Sports Department
Member
31-12-13


Executive Engineer (Civil)
Sports & Youth Affairs Department
Member


CHIEF ENGINEER
Sports & Youth Affairs Department
CHAIRMAN
21/12/13