



NO.PD/ 124 /of/2015.  
OFFICE OF THE PROJECT DIRECTOR,  
W/S SCHEME (FLOOD AFFECTED AREA)  
ASSISTED THROUGH SWAP AGREEMENT,  
Hyderabad dated/ 07/04/2015.

22923  
285

To,

The Manager (CB)  
Sindh Public Procurement Regulatory  
Authority Government of Sindh,  
**Karachi.**

SUBJECT: NIT NO.PD/49/2015 DATED.20.02.2015 FOR  
"WATER SUPPLY SCHEMES (FLOOD AFFECTED  
AREAS) ASSISTED THROUGH SWAP  
AGREEMENT.

In continuation to this office communication vide  
No.PD/75 dated.16.03.2015 and in pursuance to SPP Rules 45, 49 and 50, the  
following documents pertaining to the works called vide subject N.I.T are  
submitted herewith for further necessary action.

- i. Letter of acceptance. *File No.*  
ii. Form of Contract (agreement) *File No.*  
iii. Letter of award of work. *File No.*

*(NAFEES AHMED SHAIKH)*  
PROJECT DIRECTOR  
W/S SCHEME (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

C.C to the:-

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for information.

SPPRA INWARD DIARY

NO: 14561

DATED: 08-04-15

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*M(A)*



**PROJECT DIRECTOR WATER SUPPLY SCHEMES  
FLOOD AFFECTED AREAS ASSISTED THROUGH  
SWAP AGREEMENT HYDERABAD**

**AGREEMENT  
AND  
CONDITIONS OF CONTRACT**

**IMPROVEMENT & EXTENSION OF WATER  
SUPPLY SCHEME MEHAR  
DISTRICT DADU**

**TIME OF RECEIVING TENDER                      FRIDAY                      13-03-2015  
2:00 PM**

**TIME OF OPENING TENDER                      FRIDAY                      13-03-2015  
3:00 PM**





Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

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 tenders 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 Project Director for the purpose of identification, and shall also be open for inspection by contractors it the office of the Project Director during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each other there of, 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 payment made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule B memorandum showing items of work to be carried out he is willing to undertake the work. Only one rate of such percentage, on all the estimated rates 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.



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W/S SCHEMES (FLOOD AFFECTED AREAS)  
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5. The Project Director or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Project Director.
8. The memorandum of work to be tendered for and the schedule of material to be supplied by the Public Works Department and their rates shall be provided in and completed by the office of the Project Director before the tender form is issued. If a form issued to an intending tenderer has not been spec filled in and completed he shall request the said office to have this done before he completes and delivers his tender.
9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.
10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

### TENDER FOR WORKS

I / We hereby tender for the execution for the Governor of Sindh, (hereinbefore and hereinafter referred to as government) of the work specified in the under written memorandum within the time specified in such memorandum at 23.40% above (Twenty three point Forty) \_\_\_\_\_

\_\_\_\_\_ Percent ~~below~~ / above the estimated rates entered in schedule -B (memorandum showing item of work to be carried out and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in Rule-1 here of and in Class-12 of the annexed conditions of contract and agree that when material for the work are provided by the government such materials and the rates to be paid for them shall be as provided in schedule -A here to.



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Memorandum



(a) If several sub-work are in-tendered they should be detailed in a certain list	(a) General description	Sheet attached.
	(b) Estimated Cost	196953CM
(c) The amount of earnest money to be deducted deposit to security deposit with top providing paras 516 and 521 of the PWD manual.	(c) Earnest Money 2%	4.700CM
This deposit at-all in advance deposit with paras 516 and 521 A of Sindh PWD manual	(d) Security deposit (including earnest money) 5%	Rs. 11719581/-
(e) this %age where no security deposit is taken will vary from 5% to 10% according to the requirement of the case where security deposit is taken see note one class of a conditions of contract	(e) %age, if any, to be deducted from Bills (Rupees %age)	Rs. 11719581/-
(f) Give schedule where necessary showing dates the with the various items are to be completed.	(f) Time allowed for the work from dated of written order to commence	09 Months

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract hereto so far as applicable and in default thereof to forfeit and pay to the sums of money mentioned in the said conditions.	
Call deposit No. 3807 dated 13-3-2015 from the Summit Bank Hyderabad Branch in respect of the sums of Rs. 47,00,000/- (Rupees Forty Seven Lac) is herewith forwarded representing the earnest money. A-The full value of which is to be absolutely forfeited to government should I not deposit	Amount to be specified in words and figures  Strike out (a) if no cash security deposit is to be taken
The Full amount of security deposit specified in the above memorandum in accordance with clause-I A of the said conditions, otherwise the said sum of Rs. 23439162/- shall be retained by government on	Strike out (a) if any cash security deposit is to be taken




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	account of such security deposit as aforesaid ) or be the full value of which shall be retained by the government on account of security deposit specified in class-I B of the conditions	
	Dated the _____ day of _____ 2015	Signatures of the _____ before the _____
(Witnesses		
Address		signature
Occupation		

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


  
**PROJECT DIRECTOR**  
 W / S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 HYDERABAD.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

### CONDITIONS OF CONTRACT

<b>CLAUSE – 1:</b>	The Persons whose tender may be accepted (hereinafter called contractor) shall (A) (within one day for a contract of Rs.1,000 or 85, or two days for a contract of more than Rs.1,000 upto Rs.2,000 and 30 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 Project Director ( 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 will (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	Security deposit
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 WIS SCHEMES (FLOOD AFFECTED AREAS)  
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not amount to \_\_\_\_\_ percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of \_\_\_\_\_ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from, or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which is due or may become due to the Contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor, shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

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

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

**NOTE:** A work should be considered as completed for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurement.



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

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

And abide by the program of detailed progress laid down by the Project Engineer.

The following proportions will usually be found suitable:-  
In  $\frac{1}{4}$   $\frac{1}{2}$   $\frac{3}{4}$  of the time


Reasonable progress of earth work.....  $\frac{1}{6}$   $\frac{1}{2}$   $\frac{3}{4}$  of the total value of work to be done.

Do.....do... of masonry work ..... 1/104/108/10 do do.

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



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**CLAUSE - 3:**

In any case in which under any clause or calluses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, the "Project Director" on behalf of Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government.

Action when  
whole of  
security  
deposit is  
forfeited

**Note:-**

- Contt: PD*
- a) To rescind the contract (of which rescission notice in written to the Contractor under the hand of the Project Director shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Government.
  - b) To employ labour paid by the Public Works 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 Project Director shall be final and conclusive against the Contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract and in that case the certificate of the Project Director 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 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 certificates in writing of Project Director 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.




*[Signature]*  
**PROJECT DIRECTOR /  
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ASSISTED THROUGH RWAP AGREEMENT / PHED  
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	<p>In the event of any of the above courses being adopted by the Project Director, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entrees 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 be recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Project Director 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.</p>	
<p><b>CLAUSE - 4:</b></p>	<p>In the progress of any particular portion of the work is unsatisfactory, Project Director 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.</p>	<p>Action when the progress of any particular position of the work is unsatisfactory</p>
<p><b>CLAUSE - 5:</b></p>	<p>In any case in which any of the power conferred upon the Project Director by clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the condition 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 Project Director taking/action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possessions of all or any tools, plant, materials and stores in or upon the works, of 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</p>	<p>Contractor rein-sins liable to pay compensation if action not taking under class 3 &amp; 4</p>




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	<p>applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the contractor or his clerk of the work foremen or another authorized agent, required him to remove such tools, plants, material, or stores from the premises within a time to be specified in such notice and in the event of the Contract failing to comply with any such requisition, the Project Director may remove them at the contractor expenses or sale them by auction or private also on account of contractor and at his risk in all respect and the certificate of as to the expense of any such removal and the amount of the proceeds and expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor</p>	<p>Power to take possession of or required removal of or sale contractors plant</p>
<p><b>CLAUSE - 6:</b></p>	<p>If the contractor shall desire an extension of the <del>time</del> 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 Project Director within 30 days from the date on which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Project Director 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 Project Engineer in this matter shall be final.</p> <p>Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or its authorized officers, the project director may at any time before the date of completion and on his own initiative extend the time of completion of the work for such period as he may think necessary or proper.</p> <p>Where time has been extend under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.</p> <p>When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.</p>	<p>Extension of time.</p>



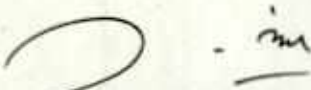
  
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**WIS SCHEMES (FLOOD AFFECTED AREAS)**  
**ASSISTED THROUGH SWAP AGREEMENT / PHED**  
**GOVT. OF SINDH, HYDRABAD.**



<p>CLAUSE - 7:</p>	<p>On completion of the work the Contractor shall be furnished with a certificate by the Project Director (here in after called the Project Director in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Project Director or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of work, the Project Director may at the expenses of contractor remove such scaffolding, surplus material and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contracts shall forth with pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.</p> <p style="text-align: right;">Contt: PD:</p>	<p>Final certificate</p>
<p>CLAUSE - 7-A:</p>	<p>In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Project Director in-charge or his subordinate and within the time specified in the notice remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhia" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.</p>	<p>Removal of "Bundhis"</p>




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<p><b>CLAUSE – 8:</b></p>	<p>No payment shall be made for any work, estimated to Cost less than rupees five hundred thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred thousand, the contractor shall on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Director, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All Such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims nor shall it conclude, determine, or affect in any other way the powers of the Project Director to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Project Director's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.</p>	<p>Payment on intermediate certificates to be regarded as advance</p>
<p><b>CLAUSE – 9:</b></p>	<p>The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Project Director may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>	<p>Payment at reduced rate on account of item of work not accepted as completed to be at the direction of the Project Director</p>
<p><b>CLAUSE – 10:</b></p>	<p>A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of</p>	<p>Bills to be submitted monthly</p>




  
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	the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects.	
CLAUSE - 11:	The Contractor shall submit all bills on his own printed form to be had on application at the office of the Project Director. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.	Bills to be on printed form
CLAUSE - 12:	If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of P.W.D or if it is required that the Contractor shall use certain stores to be provided by the Project Director (such material sand 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 required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the material and stores so supplied shall be set off or deducted in from contract or otherwise, or from the security deposits, or the proceed 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 material supplied to the Contractor shall remain the absolute property of Government and shall on no account remove from the site of the work and shall at all times be open to inspection by the Project Director. Any such materials unused and in perfectly good condition at the time of completion or determination of the contracts shall be returned to the P.W.D Store, if the Project Director so requires by a notice in writing under his hand, but he Contractor shall not be entitled to return any such materials except with the consent of the Project Director 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.	Store supplied by government



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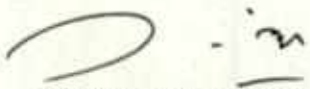
  
**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
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 GOVT. OF SINDH, HYDERABAD.



<p>CLAUSE - 13:</p>	<p>The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initiated by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Project Director 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 this own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.</p>	<p>Works to be executed in accordance with specifications drawings, orders etc:</p>
<p>CLAUSE - 14:</p>	<p>The Project Director shall have power to make any alterations, in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Project Director and such alternations shall not invalidate the contract and any altered or additional work which the Contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director 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 rates 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 the 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 Project Director of the rate which it is his intention to charge for such class or work, and if the Project Director in-charge satisfied that the rate quoted is within the rate worked out by him on detailed rate</p>	<p>Alterations specifications and designs do not invalidate contract</p>



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**PROJECT DIRECTOR /**  
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	<p>analysis, then he shall allow him that rate, but if the Project Director in-charge does not agree to this rate he shall be 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 there to before the rates shall have been determined as lastly herein before 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 Project Director. In the event of a dispute, the decision of the Project Director will be final.</p> <p style="text-align: right;"><i>[Signature]</i> Contractor</p>	
CLAUSE - 15:	<p>If at any time after the execution of the contract documents the Project Director in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequent of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings, designs, and instruction 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.</p> <p style="text-align: right;"><i>[Signature]</i> Contractor</p>	No claim to any payment or compensation for alteration into restriction of work
CLAUSE - 16:	<p>Under no circumstances what ever 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 Project Director within one month of the cause of such claim occurring.</p> <p style="text-align: right;"><i>[Signature]</i> Contractor</p>	Time limit for unforeseen claims
CLAUSE - 17:	<p>If any time before the security deposit is refunded to the contractor, it shall appear to the Project Director or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or</p> <p style="text-align: right;"><i>[Signature]</i> Contractor</p>	Action and compensation payable in case of bad work




*[Signature]*  
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	<p>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 Project Director to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the material or articles, so charge and cost and the event of the failing to do so within a period to be specified and provide other proper &amp; suitable materials or articles at his own proper by the Project Director 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 10 days during which the failure so continues and in the case of any such failure the Project Director 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 and all respects of the contractor. Should the Project Director in-charge consider that any such interior work or materials as described above may be accepted or made use of, it shall be within the discretion to accept the same at such reduced rates as he may fix therefore.</p>	
<p>CLAUSE - 18:</p>	<p>All works under or in course of execution executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Project Director 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 Project Director in-charge or his subordinate to visit the work shall have been give to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effects as if they had be given to the Contractor himself.</p>	<p>Works to be opened to inspection.</p> <p>Contractor or responsible agent to be present.</p>
<p>CLAUSE - 19:</p>	<p>The Contractor shall give not less than five days notice in writing to the Project Director 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</p>	<p>Notice to be given before work is covered up.</p>




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	<p>same may be measure, 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 Project Director 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 there of no payment or allowance shall be made for such work, or for the materials with which the same was executed.</p>	
<p><b>CLAUSE - 20:</b></p>	<p>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 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 Project Director in-charge, the Contractor shall make good the same on his own expense, or in default the Project Director in-charge may cause the same to be made good by their workmen, and deduct the expenses of (which the certificate of the Project Director 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.</p>	<p>Contractor liable for damage done and for imperfections for three months after certificate.</p>
<p><b>CLAUSE - 21:</b></p>	<p>The Contractor shall supply at his own cost all material (except such special materials; if any, as may, in accordance with the contract, be supplied from the P.W.D Stores), plant, tools, appliances, implement, 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 specification, 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 Project Director in-charge as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore of and from the work. The Contractor shall</p>	<p>Contractor to supply Plant, ladder and scaffolding etc.</p>




  
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	<p>also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material. Failing this the same may be provided by the Project Director in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expense of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.</p> <p style="text-align: right;">Contt: PD.</p>	<p>And is liable for damages arising from non provision of lights, fencing etc.</p>
<p>CLAUSE - 22:</p>	<p>The Contractor shall not set fire to any standing jungle, trees, bushes-wood or grass without a written permit from the Project Engineer.</p> <p>When such permit is given, and also all case when destroying cut or dug up-trees, bush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.</p> <p>The contractor shall make his own arrangements for drinking water for the labour employed by him.</p> <p style="text-align: right;">Contt: PD.</p>	<p>Measures for prevention of fire.</p>
<p>CLAUSE - 23:</p>	<p>Compensation for all damage done intentionally or unintentionally by Contractor's labor whether in or beyond the limits of Government Property including any damage, caused by spreading of fire mentioned in clause 22 shall be estimated by the Project Director in-charge or such other officer as he may appoint and the estimates of the Project Director in-charge subject to the decision of the Project Director on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which he same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Project Director in-charge from any sums that may be due or become due from Government to the</p>	<p>Liability of contractor for any damaged done in or outside works area.</p>



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	<p>Contractor under this contract of otherwise.</p> <p>The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person, for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.</p>	
CLAUSE - 24:	<p>The employment of female labourers on works in the neighborhood of soldiers, barracks should be avoided as far as possible.</p>	Employment of female labour.
CLAUSE - 25:	<p>No work shall be done on Friday or a public holiday without the prior sanction in writing of the Project Director in-charge.</p>	Work on Friday
CLAUSE - 26:	<p>The contract shall not be assigned or sublet without the written approval of the Project Director in-charge. And if the contractor shall assign or sublet his contract, or attempt to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project Director in-charge may, by notice in writing rescind the contract. The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director in-charge by notice in writing, produce them for inspection by him or a by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep accounts or fails to produce them as aforesaid, the Project Director in-charge may by notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue if the contract had been rescinded under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.</p>	<p>Work not to be sub late.</p> <p>Contract may be rescinded and security deposit forfeited for subletting it without approval or bringing a public officer or if contractor becomes insolvent.</p>



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CLAUSE - 27:	All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.	Sum payable by way of compensation to be considered as reasonable compensation without reference in actual loss
CLAUSE - 28:	In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director in charge for his information.	Changes in the constitution of firm to be notified.
CLAUSE - 29:	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Director of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.	Works to be under direction of Project Director
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 Project Director of the circle for the time being shall be final, conclusive, binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, 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, specification, 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 Project Director 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 therefore or in connection therewith, unless he had obtained permission in writing from the Projector Director in-charge to obtain such stores and articles elsewhere. The value of such stores and articles and may be supplied to the contractor by the Project Engineer in-charge will be debited the contractor in his account at the	Stores of European or American Manufacturer to be obtained from government.



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**PROJECT DIRECTOR**  
**CHIEF ENGINEER**  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
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	<p>rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, the 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.</p> <p style="text-align: right;">Contt: PD.</p>	
CLAUSE - 32:	<p>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 Project Director in-charge capable of measurement, the Project Director in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Project Director in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.</p> <p style="text-align: right;">Contt: PD.</p>	Lum sum of estimates.
CLAUSE - 33:	<p>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 specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director in-charge. 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.</p> <p style="text-align: right;">Contt: PD.</p>	Action where no specifications
CLAUSE - 35:	<p>The percentage referred to in the tender shall be deducted to/added to the gross amount of the bill before deducting the value of any stock issued.</p> <p style="text-align: right;">Contt: PD.</p>	Contractors percentage where applied to net or gross amount of bill.
CLAUSE - 36:	<p>All quarry fees, royalties, octroi, dues and ground rentire, stocking materials in any, should be paid by the contractor, who will how foes be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Project Director in-charge that the materials required for the use on Government work.</p> <p style="text-align: right;">Contt: PD.</p>	Refund of quarry fees and royalties




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**GOVT. OF ORISSA, HYDERABAD.**



<p><b>CLAUSE - 37:</b></p>	<p>The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Col pen caused Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injim principal of the workmen. If such compensation is paid by the Government treasury under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.</p>	<p>Compensation under the works-mens compensation Act</p>
<p><b>CLAUSE - 38</b></p>	<p>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.</p>	<p>Claim for quantities entered in the tender or estimate</p>
<p><b>CLAUSE - 39:</b></p>	<p>The Contractor shall employ any famine, convict or other labor of a particular kind of class if ordered in writing to do so by the Project Engineer in-charge.</p>	<p>Employment of famine etc labour.</p>
<p><b>CLAUSE - 40:</b></p>	<p>No compensation shall be allowed for any delay in starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.</p>	<p>Claim for compensation for delay in starring the work.</p>
<p><b>CLAUSE - 41:</b></p>	<p>No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive of hard or cracked soil, excavation in mud, subsoil water or water standing of the work on account acquisition of land or, in the case of clearance works expressly specified.</p>	<p>Claim for compensation for delay in execution of work.</p>
<p><b>CLAUSE - 42:</b></p>	<p>The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director in-charge or of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for the measurements of or a payment for work.</p>	<p>Entering up on of commencing any portion of work.</p>
<p><b>CLAUSE - 43:</b></p>	<p>i. No Contractor shall employ any person who is under the age of 12 years.  ii. No Contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).  iii. No animal suffering from sores, lameness or</p>	<p>Minimum age of persons employed the employments of donkeys or other animals.</p>



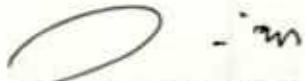
  
**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
**WIS SCHEMES (FLOOD AFFECTED AREAS)**  
**ASSISTED THROUGH SBAP AGREEMENT / PHEP**  
**GOVT. OF ANDHRA, HYDERABAD.**



	<p>emaciation or which is immature shall be employed on the work. Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.</p> <p>iv. The Project Director in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any Delay caused in the completion of the work by such removal.</p>	
CLAUSE - 44:	As per as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Time British.	Pakistani, timbers to be used.
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 Project Director in-charge of the works to the effect that the materials are required by Government or semi government works thereby enabling them to have the benefit of concessionary freight charges from the railways. In case, however, such a concession is withdrawn by the railway at any times during the currency of the contract, no claim shall be preferable against Government on this account.	Certificate for concessionary freight charges from the railway.
CLAUSE - 46:	When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.	Procedure of acceptance of tenders when tendered rates are same.
CLAUSE - 47:	Any sum due to the Government by the Contractor shall be liable for recovery as arrears of Land Revenue.	Recovery of dues from contractor as arrears of land revenue.
CLAUSE - 48:	Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the Contract.	Partnership of M.L.A's fore Bidden.
CLAUSE - 49:	I/We hold myself/ourselves responsible to pay the Sales Tax as lived in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.	Payment of sale tax



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**PROJECT DIRECTOR /**  
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**GOVT. OF SINDH, HYDERABAD.**



<p>CLAUSE - 50:</p>	<p>Certified that no, Government servant has directly or indirectly a share or interest in the work.</p>	<p>Interest or share government servant in the work</p>
<p>CLAUSE - 51:</p>	<p>The bid validity period is 90 days from the date of opening of bids. The contractor will not be allowed to withdraw his bid and ask for return of earnest money before expiry of the period.</p>	
<p>CLAUSE - 52:</p>	<p>It 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 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 Project Director (Water Supply Schemes Flood Affected Areas Assisted through SWAP Agreement) 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.</p> <p>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 14<sup>th</sup> September, 1937, and subsequent orders issued in this connection.</p> <p>Certified that I have noted the content of Government P.W.D Circular Memorandum No. 1006-1 dated. 21<sup>st</sup> February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.</p>	

*[Signature]*  
Financial Officer

*[Signature]*  
Project Director

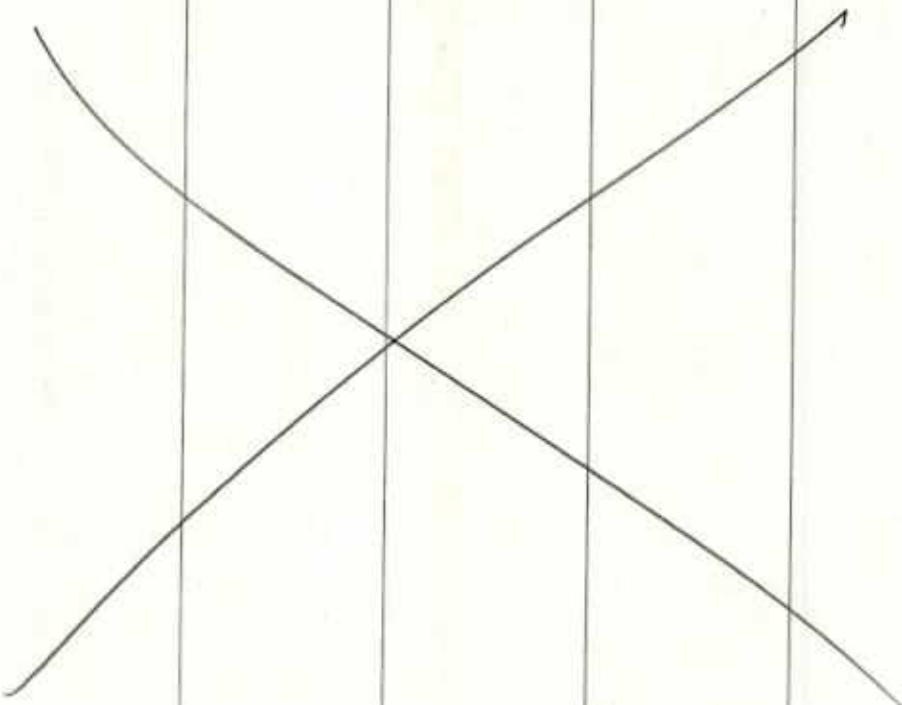


PROJECT DIRECTOR /  
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GOVT. OF SINDH, HYDERABAD. 24



### SCHEDULE-A

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

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

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

(Signature of Contractor)



(Signature of Project Director)

PROJECT DIRECTOR /  
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## SCHEDULE-B

Memorandum Showing Items of Work to be carried out

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

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

(Signature of Contractor)



(Signature of Project Director)

PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
GOVT. OF SINDH, HYDERABAD.

Note- To be continued on additional heets if found necessary



## 1. Advance/Mobilization Payment

The Procuring Agency shall make an advance Payment/Mobilization advance upto 10% of the contract prices to the Contractor (a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Schedule Bank in Pakistan, acceptable to the procuring agency (b) Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the full amount of advance.

Unless and until the Procuring Agency receives this guarantee, or if the total advance payment is not stated in the Contract Data, this condition shall not apply.


The contractor shall deliver to the Procuring Agency Interim Payment request for the advance payment or its first installment after the Procuring Agency receives the Performance Security. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form as approved by the Procuring Agency..

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

The advance payment shall be repaid through percentage deductions from the interim payments/Running Amount bills determined by the Procuring Agency as follows:

- (a) Deductions shall commence in the next interim Payment Certificate/Running Amount bill following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceed 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) Deductions shall be made at the rate of 25% of the amount from each interim Payment/Running amount bill (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid;



  
PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH S&AF AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.



provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been prepaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause of agreement [Termination by Procuring Agency] or Clause For Majeure (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under relevant Clauses, payable by the Contractor to the Employer.

### **TERMS & CONDITIONS OF CONTRACT.**

1. **The Sindh sales tax special procedure (with holding) rules, 2011 shall apply to taxable services as are supplied, provided or rendered to persons, specified as with holding agents, in the with holding procedure, for the purpose of deduction and deposit of sales tax.**
2. The Contract/Firm has to arrange potable water to use in construction on his cost.
3. The Contractor shall have to pay 0.30% of contract cost in shape of revenue stamp duty at the time of agreement.
4. 10% deposit will be retained till expiry of defect rectification period in shape of 5% performance security and 5% shall be with held on all running bills. The 2% call deposit shall be returned to the contractor after issuance of work order.
5. All the material of approved quality will be used, Sample of the material, fixture, cement hill sand, crush, bricks pipes, fitting, UPVC, Electrical will be got approved in advance / before execution. For Pumping Machinery, Diesel Engine & Generator, Contractor will provide Manufacturers certificate which will be verified by Incharge Engineer before making payment samples shall be collected from each new lot stacked at site in the presence of Executive Engineer or representatives and jointly sealed and got tested from approved laboratory at contractor's own cost in case the contractor fails to comply with this condition.
6. The Contractor shall maintain at the site of work "Site Order Book" (of triplicate leaves) at his own cost for taking instructions and directions from the supervising monitoring officers/officials






7. The contractor shall at his own cost provide a suitable size high visibility signboard at each location indicating the details of project as approved by the Engineer in charge
8. No premium shall be allowed on non-schedule item.

**9. PAYMENT MECHANISM.**

- A) The Contractor shall submit running bills against the work done at site to Project Director through Executive Engineer PHE Division *Dadu* for verification and payment.
- B) The amount of mobilization advance shall be proportionately deducted from each bill.
- C) No cost escalation shall be allowed.
- D) All applicable taxes levied by the government shall be deducted from the running payment bills at the rates fixed by the government.



PROJECT DIRECTOR  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.





OFFICE OF THE PROJECT DIRECTOR  
W/S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
GOVERNMENT OF SINDH,  
Hyderabad dated / /2015.

TENDER FOR THE WORK

Issue to M/s Mohd Iqbal Shaikh 20 Tender fee for Rs. 5000/- Recieved  
Vide D.R No. 20240 Dated: 10-3-2015  
Dated of opening of Tender 23/3/15

(NAFEES AHMED SHAIKH)  
PROJECT DIRECTOR  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

We hereby tender the execution for the Improvement & Extension of Water Supply Scheme Mehar Taluka Mehar District Dadu under written memorandum within the specified time in such memorandum at

23.40 Percent ABOVE/BELOW the Estimate rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof.

- a). General Description: Improvement & Extension of Water Supply Scheme Mehar Taluka Mehar District Dadu.
- b). Estimated Cost: Rs: 196.953 Million
- c). Earnest Money 2% Call Deposit: Rs: 3.939 Million
- g). Time of Completion 09 Months

Should be this tender be accepted I/We hereby agree to abide be the fulfill all the terms and provisions of the conditions of contract annexed hereto so as applicable and in default hereof to forfeit any pay the \_\_\_\_\_ the sum of money mentioned in the said conditions.

Receipt No. 3807 Dated: 13-3-2015 from the Government Treasury / Sub-Treasury / Summit Bank Hyd. in respect of the sum of the Rs. 6700000/- is her with forwarded representing the earnest money

a). The full value of which is to be absolutely forfeited to PHE Division Dadu deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause of the said conditions otherwise the sum of Rs. \_\_\_\_\_ shall be remained by the PHE Division Dadu on account of such Security Deposit specified in relevant Clause of the conditions/agreement.

N.B The Tenderer or is required to undertake that all terms and conditions of the printed B-I Forms inclusive of the additional conditions etc approved by the Project Director Water Supply Scheme (Flood Affected Area) Assisted Through SWAP Agreement Hyderabad will be binding on him and these will be includes and signed by him in the even acceptance of his tender.



(NAFEES AHMED SHAIKH)  
PROJECT DIRECTOR  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.





NO.PD/ 91 /01/2015.  
OFFICE OF THE PROJECT DIRECTOR,  
W/S SCHEME (FLOOD AFFECTED AREA)  
ASSISTED THROUGH SWAP AGREEMENT,  
Hyderabad dated/ 30 / 03 /2015.

LETTER OF ACCEPTANCE

To,

M/s Mohammad Iqbal Shaikh and Company  
F-1248 Aziz Nest Near Ibrat Press  
Gari Khata Hyderabad.


SUBJECT: NIT NO.PD/49/2015 DATED.20.02.2015.

It is to inform that your submitted bid for the work  
"Improvement & Extension of Water Supply Scheme Mehar District Dadu" -  
Water Supply Schemes (Flood Affected Areas) Assisted through SWAP  
Agreement is found responsive and ranked the lowest in competition.

Therefore, your offered bid price of Rs. 234391627/-  
(Rupees Twenty Three Crore Forty Three Lac Ninety One Thousand Six  
Hundred and Twenty Seven) only is accepted.

You are required to attend the office of the undersigned  
within 3 days of issue of this letter to execute the Contract Agreement for  
issuance of letter of award (work order).

You are also directed to submit valid performance security  
as detailed in the bidding documents.

  
(NAFEES AHMED SHAIKH)  
PROJECT DIRECTOR  
W/S SCHEME (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

C.C to the:-

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for information.

  
  
Mohammad Iqbal Shaikh & Co. Hyderabad  
Govt. Contractor





NO.DB/PD/ 109 /of/2015.  
OFFICE OF THE PROJECT DIRECTOR  
W/S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD

Hyderabad dated 02/04/2015.

To,

M/s Mohammad Iqbal Shaikh and Company  
F-1248 Aziz Nest Near Ibrat Press  
Gari Khata Hyderabad.

SUBJECT: IMPROVEMENT & EXTENSION OF WATER SUPPLY  
SCHEME MEHAR TALUKA MEHAR DISTRICT DADU.  
REF'NCE: Your offer for Tender on dated.13.03.2015.

The undersigned is pleased to accept your tender @23.40% above (Twenty Three point Forty percent) above on the schedule items of the schedule "B" which comes out @ 19% above (Nineteen percent) above on Estimated cost for the subjected work.

The total tender cost of work comes to Rs.23,43,91,627/- (Rupees Twenty Three Crore Forty Three Lac Ninety One Thousand Six Hundred and Twenty Seven) only.

No premium will be allowed on non-schedule items.

You are directed to start the work within 7 days from the date of issue of this work order and complete the same with in the period of (09 months).

The work must be carried out as per PWD/PHE Specifications under the supervision and satisfaction of Executive Engineer Public Health Engineering Division Dadu.

(NAFEES AHMED SHAIKH)  
PROJECT DIRECTOR  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

C.C to the:-

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for his kind information.

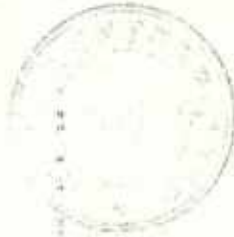
✓ Manager (CB) Sindh Public Procurement Regulatory Authority  
Barrack No.8 Sindh Secretariat A-4 Court Road Karachi for  
hoisting the same of SPPRA website.

Executive Engineer Public Health Engineering Division Dadu  
for information. He is directed to intimate actual date of start of  
the work.





**PROJECT DIRECTOR WATER SUPPLY SCHEMES  
FLOOD AFFECTED AREAS ASSISTED THROUGH  
SWAP AGREEMENT HYDERABAD**



**AGREEMENT**

**AND**

**CONDITIONS OF CONTRACT**

**WATER SUPPLY SCHEME SITA ROAD  
DISTRICT DADU**

**TIME OF RECEIVING TENDER**                      **FRIDAY**                      **13-03-2015**  
**2:00 PM**

**TIME OF OPENING TENDER**                      **FRIDAY**                      **13-03-2015**  
**3:00 PM**

*A. J. Singh*



**Percentage Rate Tender and Contract  
for works**

**General Rules and Directions for the Guidance of Contractors**

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

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 tenders 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 Project Director for the purpose of identification, and shall also be open for inspection by contractors in the office of the Project Director during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each other there of, 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 payment made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out he is willing to undertake the work. Only one rate of such percentage, on all the estimated rates 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 Project Director or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Project Director.
8. The memorandum of work to be tendered for and the schedule of material to be supplied by the Public Works Department and their rates shall be provided in and completed by the office of the Project Director before the tender form is issued. If a form issued to an intending tenderer has not been spec filled in and completed he shall request the said office to have this done before he completes and delivers his tender.
9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.
10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

TENDER FOR WORKS

I / We hereby tender for the execution for the Governor of Sindh, (hereinbefore and hereinafter referred to as government) of the work specified in the under written memorandum within the time specified in such memorandum at 29.95% above (Twenty Nine Point Ninety five)

Percent ~~below~~ / above the estimated rates entered in schedule -B (memorandum showing item of work to be carried out and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in Rule-I here of and in Class-12 of the annexed conditions of contract and agree that when material for the work are provided by the government such materials and the rates to be paid for them shall be as provided in schedule -A here to.

*[Handwritten signature]*

*[Handwritten signature]*  
 PROJECT DIRECTOR /  
 CHIEF ENGINEER  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHED  
 GOVT. OF SINDH, HYDERABAD.




**Memorandum**

(a) If several sub-work are in-tendered they should be detailed in a certain list	(a) General description	Sheet attached.
	(b) Estimated Cost	94.827 CM)
(c) The amount of earnest money to be deducted deposit to security deposit with top providing paras 516 and 521 of the PWD manual.	(c) Earnest Money 2%	2.200 CM)
This deposit at all in advance deposit with paras 516 and 521 A of Sindh PWD maual	(d) Security deposit (including earnest money) 5%	Rs. 464430/-
(e) this %age where no security deposit is taken will vary from 5% to 10% according to the requirement of the case where security deposit is taken see note one class of a conditions of contract	(e) %age, if any, to be deducted from Bills (Rupees %age 5%)	Rs. 464430/-
(f) Give schedule where necessary showing dates the with the various items are to be completed.	(f) Time allowed for the work from dated of written order to commence	09 Months

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract hereto so far as applicable and in default thereof to forfeit and pay to Govt: the sums of money mentioned in the said conditions.	
Call deposit No. 0257731 dated 12-3-2015 0257740 dated 12-3-2015 from the Bank of Khyber Site Branch at Karachi in respect of the sums of Rs. 1,900 + 0.30 = 2.200 CM (Rupees <u>Twenty Two Lacs</u> ) is herewith forwarded representing the earnest money. A-The full value of which is to be absolutely forfeited to government should I not deposit	Amount to be specified in word and figures  Strike out (a) if n cash securit deposit is to b taken
The Full amount of security deposit specified in the above memorandum in accordance with clause-I A of the said conditions, otherwise the said sum of Rs. _____ shall be retained by government on	Strike out (a) if n cash securit deposit is to b taken

*A. Singh*


  
**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHED  
 GOVT. OF SINDH, HYDERABAD.



	account of such security deposit as aforesaid ) or be the full value of which shall be retained by the government on account of security deposit specified in class-I B of the conditions	
	Dated the _____ day of _____ 2015	Signatures of the contractors before submission the tender
(Witnesses		Signature of witness to contractor signature
Address		
Occupation		



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


  
**PROJECT DIRECTOR**  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

### CONDITIONS OF CONTRACT

<b>CLAUSE – 1:</b>	The Persons whose tender may be accepted (hereinafter called contractor) shall (A) (within one day for a contract of Rs.1,000 or 85, or two days for a contract of more than Rs.1,000 upto Rs.2,000 and 30 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 Project Director ( if deposited for more then 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 will (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	Security deposit
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**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.



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 ever 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 sufficient part of his security deposit or from the interest arising there from, or from any sums which is due or may become due to the Contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor, shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid <sup>gk.</sup> ~~Contractor~~ <sup>PD</sup> sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the Contractor for recovery of the amounts.

The security deposit lodged by a Contractor <sup>gk.</sup> ~~(in cash or~~ <sup>Contt: PD</sup> recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed. The Project Director, shall however, exercise his discretion to refund security deposit to the Contractor either after three months from the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

**NOTE:** A work should be considered as completed for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurement.

*A. M. gk.*

*im*  
PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.



**CLAUSE - 2:**

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

*Contt: PD*

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

And abide by the program of detailed progress laid down by the Project Engineer.

The following proportions will usually be found suitable:-  
In  $\frac{1}{4}$   $\frac{1}{2}$   $\frac{3}{4}$  of the time

Reasonable progress of earth work.....  $\frac{1}{6}$   $\frac{1}{2}$   $\frac{3}{4}$  of the total value of work to be done.

Do.....do... of masonry work .....  $\frac{1}{104/108/10}$  do do.

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

*A. S. Guler*

*im*  
PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.



**CLAUSE - 3:**

In any case in which under any clause or calluses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or .in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, the "Project Director" on behalf of Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government.

Action whr  
whole  
security  
deposit  
forfeited

**Note:-**

- a) To rescind the contract (of which rescission notice <sup>4/6</sup> written to the Contractor under the hand of the Project Director shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Government. <sup>Contt: PD</sup>
- b) To employ labour paid by the Public Works 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 Project Director shall be final and conclusive against the Contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract and in that case the certificate of the Project Director as to the value of the work done shall be final and conclusive against the contractor. <sup>4/6</sup>
- 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 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 certificates in writing of Project Director 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. <sup>Contt: PD</sup>

PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.



	<p>In the event of any of the above courses being adopted by the Project Director, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entrees 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 be recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Project Director 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.</p> <p style="text-align: right;"><i>gd.</i> Contt: <u>PD</u></p>	
<p><b>CLAUSE - 4:</b></p>	<p>In the progress of any particular portion of the work is unsatisfactory, Project Director 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.</p> <p style="text-align: right;"><i>gd.</i> Contt: <u>PD</u></p>	<p>Action when the progress of any particular position of the work is unsatisfactory</p>
<p><b>CLAUSE - 5:</b></p>	<p>In any case in which any of the power conferred upon the Project Director by clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the condition 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 Project Director taking/action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possessions of all or any tools, plant, materials and stores in or upon the works, of 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</p>	<p>Contractor rein-sins liable to pay compensation if action not taking under class 3 &amp; 4</p>


*A. M. G. J.*

*[Signature]*  
PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIE Schemes (FLOOD AFFECTED AREAS)  
ARRISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.



	<p>applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the contractor or his clerk of the work foremen or another authorized agent, required him to remove such tools, plants, material, or stores from the premises within a time to be specified in such notice and in the event of the Contract failing to comply with any such requisition, the Project Director may remove them at the contractor expenses or sale them by auction or private also on account of contractor and at his risk in all respect and the certificate of as to the expense of any such removal and the amount of the proceeds and expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.</p> <p style="text-align: right;">4. Contt: PD</p>	<p>Power to take possession or required removal of contractor's plant</p>
<p><b>CLAUSE - 6:</b></p>	<p>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 Project Director within 30 days from the date on which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Project Director 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 Project Engineer in this matter shall be final.</p> <p style="text-align: right;">4. Contt: PD</p> <p>Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or its authorized officers, the project director may at any time before the date of completion and on his own initiative extend the time of completion of the work for such period as he may think necessary or proper.</p> <p>Where time has been extend under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.</p> <p>When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.</p>	<p>Extension of time.</p>




  
**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
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<p><b>CLAUSE - 7:</b></p>	<p>On completion of the work the Contractor shall be furnished with a certificate by the Project Director (here in after called the Project Director in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Project Director or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of work, the Project Director may at the expenses of contractor remove such scaffolding, surplus material and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.</p> <p style="text-align: right;">Contt: PD</p>	<p>Final certificate</p>
<p><b>CLAUSE - 7-A:</b></p>	<p>In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Project Director in-charge or his subordinate and within the time specified in the notice remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhia" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.</p> <p style="text-align: right;">Contt: PD</p>	<p>Removal of "Bundhis"</p>

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**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
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<p><b>CLAUSE - 8:</b></p>	<p>No payment shall be made for any work, estimated to Cost less than rupees five hundred thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred thousand, the contractor shall on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Director, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All Such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims nor shall it conclude, determine, or affect in any other way the powers of the Project Director to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Project Director's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.</p>	<p>Payment of intermediate certificates be regarded as advance</p>
<p><b>CLAUSE - 9:</b></p>	<p>The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Project Director may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>	<p>Contt: PD Payment reduced rate on account item of work not accepted as completed to be at the direction of the Project Director</p>
<p><b>CLAUSE - 10:</b></p>	<p>A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of</p>	<p>Bills to be submitted monthly</p>



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**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
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	<p>the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects.</p>	
<p>CLAUSE - 11:</p>	<p>The Contractor shall submit all bills on his own printed forms to be had on application at the office of the Project Director. 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.</p>	<p>to be on printed form</p>
<p>CLAUSE - 12:</p>	<p>If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of P.W.D or if it is required that the Contractor shall use certain stores to be provided by the Project Director (such material sand 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 required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the material and stores so supplied shall be set off or deducted in from contract or otherwise, or from the security deposits, or the proceed 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 material supplied to the Contractor shall remain the absolute property of Government and shall on no account remove from the site of the work and shall at all times be open to inspection by the Project Director. Any such materials unused and in perfectly good condition at the time of completion or determination of the contracts shall be returned to the P.W.D Store, if the Project Director so requires by a notice in writing under his hand, but he Contractor shall not be entitled to return any such materials except with the consent of the Project Director 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.</p>	<p>Store supplied by government</p>

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**PROJECT DIRECTOR /  
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<p>✓</p> <p>CLAUSE - 13:</p>	<p>The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initiated by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Project Director 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 this own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.</p>	<p>Works to be executed in accordance with specifications drawings, orders etc.</p>
<p>CLAUSE - 14:</p>	<p>The Project Director shall have power to make any alterations, in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Project Director and such alternations shall not invalidate the contract and any altered or additional work which the Contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director 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 rates 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 the 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 Project Director of the rate which it is his intention to charge for such class or work, and if the Project Director in-charge satisfied that the rate quoted is within the rate worked out by him on detailed rate</p>	<p>Alterations specifications and designs do not invalidate contract</p>

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 PROJECT DIRECTOR /  
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	<p>analysis, then he shall allow him that rate, but if the Project Director in-charge does not agree to this rate he shall be 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 there to before the rates shall have been determined as lastly herein before 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 Project Director. In the event of a dispute, the decision of the Project Director will be final.</p> <p style="text-align: right;"><i>g.v.</i> Contt: PD</p>	
CLAUSE - 15:	<p>If at any time after the execution of the contract documents, the Project Director in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequent of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings, designs, and instruction 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.</p> <p style="text-align: right;"><i>g.v.</i> Contt: PD</p>	<p>No claim to any payment or compensation for alteration into restriction of work</p>
CLAUSE - 16:	<p>Under no circumstances what ever 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 Project Director within one month of the cause of such claim occurring.</p> <p style="text-align: right;"><i>g.v.</i> Contt: PD</p>	<p>Time limit for unforeseen claims</p>
CLAUSE - 17:	<p>If any time before the security deposit is refunded to the contractor, it shall appear to the Project Director or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or</p> <p style="text-align: right;"><i>g.v.</i> Contt: PD</p>	<p>Action and compensation payable in case of bad work</p>

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 CHIEF ENGINEER  
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 GOVT. OF GINCH. HYDERABAD.



	<p>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 Project Director to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the material or articles, so charge and cost and the event of the failing to do so within a period to be specified and provide other proper &amp; suitable materials or articles at his own proper by the Project Director 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 10 days during which the failure so continues and in the case of any such failure the Project Director 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 and all respects of the contractor. Should the Project Director in-charge consider that any such interior work or materials as described above may be accepted or made use of, it shall be within the discretion to accept the same at such reduced rates as he may fix therefore.</p>	
<p>CLAUSE - 18:</p>	<p>All works under or in course of execution executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Project Director 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 Project Director in-charge or his subordinate to visit the work shall have been give to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effects as if they had be given to the Contractor himself.</p>	<p>Works to be opened to inspection.</p> <p>Contractor or responsible agent to be present.</p>
<p>CLAUSE - 19:</p>	<p>The Contractor shall give not less than five days notice in writing to the Project Director 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</p>	<p>Notice to be given before work is covered up.</p>

*A. S. G. J.*

*P. M.*  
 PROJECT DIRECTOR  
 CHIEF ENGINEER  
 WB SONGRES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHED  
 S200VT. OF EYNDR, HYDERABAD.



	<p>same may be measure, 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 Project Director 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 there of no payment or allowance shall be made for such work, or for the materials with which the same was executed.</p>	
<p>CLAUSE - 20:</p>	<p>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 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 Project Director in-charge, the Contractor shall make good the same on his own expense, or in default the Project Director in-charge may cause the same to be made good by their workmen, and deduct the expenses of (which the certificate of the Project Director 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.</p>	<p>Contractor liable for damage done and for imperfections for three months after certificate.</p>
<p>CLAUSE - 21:</p>	<p>The Contractor shall supply at his own cost all material (except such special materials; if any, as may, in accordance with the contract, be supplied from the P.W.D Stores), plant, tools, appliances, implement, 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 specification, 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 Project Director in-charge as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore of and from the work. The Contractor shall</p>	<p>Contractor to supply Plant, ladder and scaffolding etc.</p>

*A. J. G.*

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 PROJECT DIRECTOR /  
 CHIEF ENGINEER  
 WB Schemes (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SBAP AGREEMENT / PHED  
 Sr. DIST. OF SINDH, HYDERABAD.



	<p>also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material. Failing this the same may be provided by the Project Director in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expense of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.</p>	<p>And is liable for damages arising from non provision of lights, fencing etc.</p>
<p>CLAUSE - 22:</p>	<p>The Contractor shall not set fire to any standing jungle, trees, bushes-wood or grass without a written permit from the Project Engineer.</p> <p>When such permit is given, and also all case when destroying cut or dug up-trees, bush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.</p> <p>The contractor shall make his own arrangements for drinking water for the labour employed by him.</p>	<p>Measures for prevention of fire.</p>
<p>CLAUSE - 23:</p>	<p>Compensation for all damage done intentionally or unintentionally by Contractor's labor whether in or beyond the limits of Government Property including any damage, caused by spreading of fire mentioned in clause 22 shall be estimated by the Project Director in-charge or such other officer as he may appoint and the estimates of the Project Director in-charge subject to the decision of the Project Director on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which he same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Project Director in-charge from any sums that may be due or become due from Government to the</p>	<p>Liability of contractor for any damaged done in or outside works area.</p>

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 PROJECT DIRECTOR /  
 CHIEF ENGINEER  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHED  
 GOVT. OF SINDH, HYDERABAD.



	Contractor under this contract or otherwise.  The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person, for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.	
CLAUSE - 24:	The employment of female labourers on works in the neighborhood of soldiers, barracks should be avoided as far as possible.	Employment of female labour.
CLAUSE - 25:	No work shall be done on Friday or a public holiday without the prior sanction in writing of the Project Director in-charge.	Work on Friday
CLAUSE - 26:	The contract shall not be assigned or sublet without the written approval of the Project Director in-charge. And if the contractor shall assign or sublet his contract, or attempt to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project Director in-charge may, by notice in writing rescind the contract. The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director in-charge by notice in writing, produce them for inspection by him or a by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep accounts or fails to produce them as aforesaid, the Project Director in-charge may by notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue if the contract had been rescinded under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.	Work not to be sub late.  Contract may be rescinded and security deposit forfeited for subletting it without approval or bringing a public officer or if contractor becomes insolvent.

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PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.



CLAUSE - 27:	All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.	Sum payable by way of compensation to be considered as reasonable compensation without reference in actual loss <i>gd.</i> <i>Contt:</i> <i>PD:</i>
CLAUSE - 28:	In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director in-charge for his information.	Changes in the constitution of firm to be notified. <i>gd.</i>
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 Project Director of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.	Works to be under direction of Project Director <i>gd.</i>
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 Project Director of the circle for the time being shall be final, conclusive, binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, 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 rising out of, or relating to the contract, design, drawings, specification, 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 Project Director to be final. <i>gd.</i>
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 therefore or in connection therewith, unless he had obtained permission in writing from the Projector Director in-charge to obtain such stores and articles elsewhere. The value of such stores and articles and may be supplied to the contractor by the Project Engineer in-charge will be debited the contractor in his account at the	Stores of European or American Manufacturer to be obtained from government. <i>gd.</i>

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*P. M.*  
PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
P. W. D. STORES, BANGALORE.



	rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, the shall be debited to him at cost price which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.	
CLAUSE - 32:	When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part or the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Project Director in-charge capable of measurement, the Project Director in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Project Director in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.	Lum sum of estimates.
CLAUSE - 33:	In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director in-charge. 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.	Action where no specifications
CLAUSE - 35:	The percentage referred to in the tender shall be deducted to/added to the gross amount of the bill before deducting the value of any stock issued.	Contractors percentage where applied to net or gross amount of bill.
CLAUSE - 36:	All quarry fees, royalties, octroi, dues and ground rentire, stocking materials in any, should be paid by the contractor, who will how foes be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Project Director in-charge that the materials required for the use on Government work.	Refund of quartry fees and royalties

*A. S. G. G. G.*

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 PROJECT DIRECTOR/  
 CHIEF ENGINEER  
 WIS SCHEMES (IN CDD & SELECTED AREAS)  
 ASSISTED THROUGH EWP AGREEMENT / PHED



CLAUSE - 37:	The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Col pen caused Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injim principal of the workmen. If such compensation is paid by the Government treasury under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.	Compensation under the works-mens compensation Act
CLAUSE - 38	Quantities shown in the tender are approximate <del>and no claim</del> 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
CLAUSE - 39:	The Contractor shall employ any famine, convict or other labor of a particular kind of class if ordered in writing to do so by the Project Engineer in-charge.	Employment of famine etc labour.
CLAUSE - 40:	No compensation shall be allowed for any <del>delay in the</del> starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.	Claim for compensation for delay in starting the work.
CLAUSE - 41:	No compensation shall be allowed for any <del>delay in the</del> execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive of hard or cracked soil, excavation in mud, subsoil water or water standing of the work on account acquisition of land or, in the case of clearance works expressly specified.	Claim for compensation for delay in execution of work.
CLAUSE - 42:	The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director in-charge or of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for the measurements of or a payment for work.	Entering up on of commencing any portion of work.
CLAUSE - 43:	i. No Contractor shall employ any person who is under the age of 12 years. ii. No Contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar). iii. No animal suffering from sores, lameness or	Minimum age of persons employed the employments of donkeys or other animals.

*[Handwritten signature]*

*[Handwritten signature]*



	<p>emaciation or which is immature shall be employed on the work. Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.</p> <p>iv. The Project Director in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any Delay caused in the completion of the work by such removal.</p>	
CLAUSE - 44:	As per as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Time British.	Pakistani, timbers to be used.
CLAUSE - 45:	If any materials, such as stones, metal, bari, sand etc. are required to be conveyed by rail, the Contractors will be granted certificates by the Project Director in-charge of the works to the effect that the materials are required by Government or semi government works thereby enabling them to have the benefit of concessionary freight charges from the railways. In case, however, such a concession is withdrawn by the railway at any times during the currency of the contract, no claim shall be preferable against Government on this account.	Certificate for concessionary freight charges from the railway.
CLAUSE - 46:	When tendered rates are the same preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.	Procedure of acceptance of tenders when tendered rates are same.
CLAUSE - 47:	Any sum due to the Government by the Contractor shall be liable for recovery as arrears of Land Revenue.	Recovery of dues from contractor as arrears of land revenue.
CLAUSE - 48:	Certified that no member of Legislative Assembly is in partnership with me and that Government will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the Contract.	Partnership of M.L.A's fore Bidden.
CLAUSE - 49:	I/We hold myself/ourselves responsible to pay the Sales Tax as lived in accordance with Pakistan General Sales Tax Act. 1948, or any other law for the time being in force.	Payment of sale tax

*[Handwritten signature]*

*[Handwritten signature]*

PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEDULE (PLANS) APPROVED (REGD)  
LISTED THROUGH S.P.O. / S.C. / S.E. / S.D.O. / P.W.D.



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 bid validity period is 90 days from the date of opening of bids. The contractor will not be allowed to withdraw his bid and ask for return of earnest money before expiry of the period.	
CLAUSE - 52:	<p>It 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 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 Project Director (Water Supply Schemes Flood Affected Areas Assisted through SWAP Agreement) 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.</p> <p>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 14<sup>th</sup> September, 1937, and subsequent orders issued in this connection.</p> <p>Certified that I have noted the content of Government P.W.D Circular Memorandum No. 1006-1 dated. 21<sup>st</sup> February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.</p>	

*[Handwritten signature]*

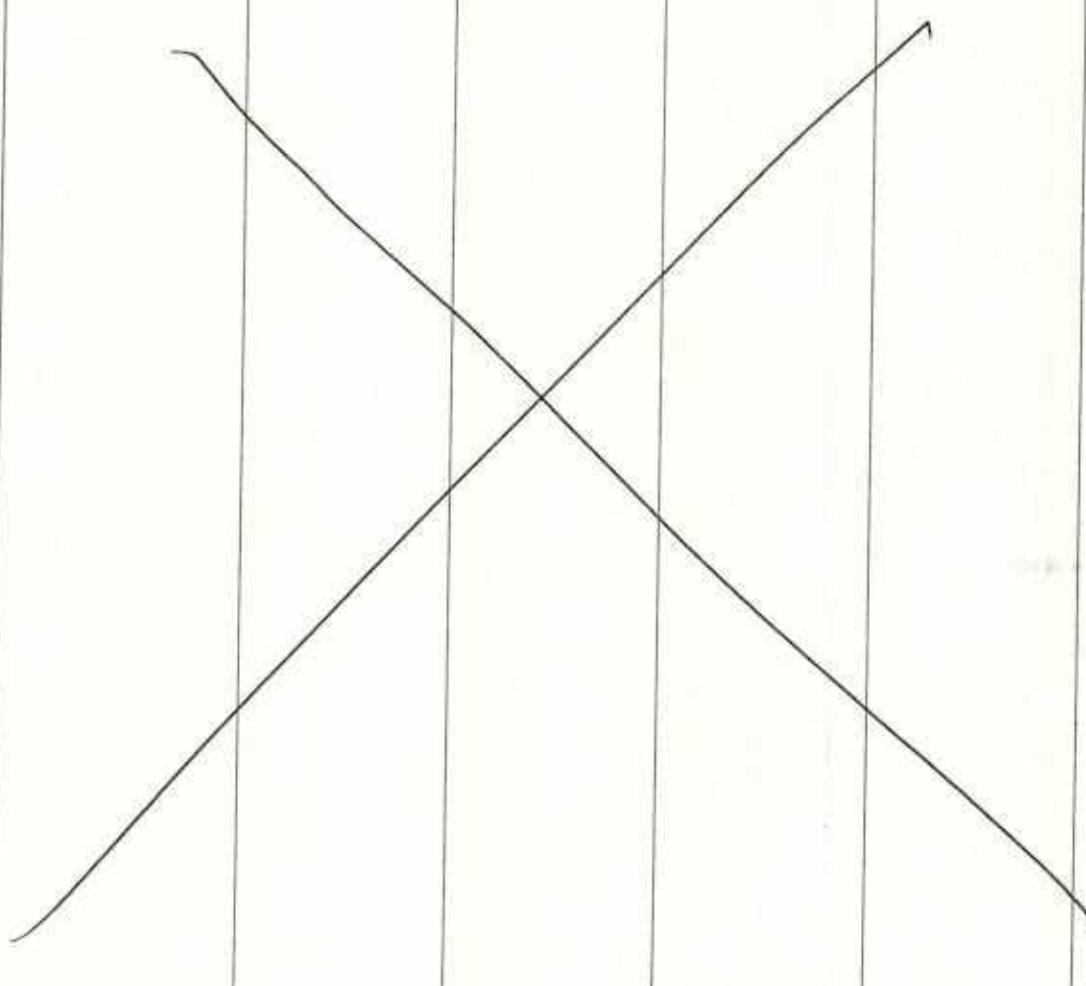
*[Handwritten signature]*  
Financial Officer

*[Handwritten signature]*  
**Project Director**  
PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEME (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD. 24



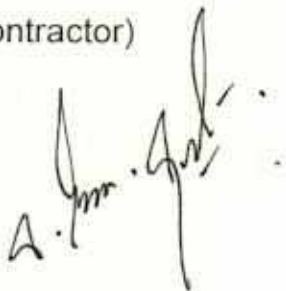
## SCHEDULE-A

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

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

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

(Signature of Contractor)



(Signature of Project Director)

PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWP AGREEMENT / PHED 25  
GOVT. OF SINDH, HYDERABAD.



## SCHEDULE-B

Memorandum Showing Items of Work to be carried out

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

Note 1- All work shall be carried out as per Public works Departments Head-book and other specifications of the Division or as directed.

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

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

(Signature of Contractor)

(Signature of Project Director)

PROJECT DIRECTOR /  
CHIEF ENGINEER

WIS SCHEMES (FLOOD AFFECTED AREAS)  
RAJOTER, SHARAH DRIP ADOFFERMENT / PHED  
GOVT. OF SINDH, KYDERABAD.

Note- To be continued on additional heets if found necessary

A. I. Khan



## 1. Advance/Mobilization Payment

The Procuring Agency shall make an advance Payment/Mobilization advance upto 10% of the contract prices to the Contractor (a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Schedule Bank in Pakistan, acceptable to the procuring agency (b) Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the full amount of advance.

Unless and until the Procuring Agency receives this guarantee, or if the total advance payment is not stated in the Contract Data, this condition shall not apply.


The contractor shall deliver to the Procuring Agency Interim Payment request for the advance payment or its first installment after the Procuring Agency receives the Performance Security. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form as approved by the Procuring Agency..

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

The advance payment shall be repaid through percentage deductions from the interim payments/Running Amount bills determined by the Procuring Agency as follows:

- (a) Deductions shall commence in the next interim Payment Certificate/Running Amount bill following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceed 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) Deductions shall be made at the rate of 25% of the amount from each interim Payment/Running amount bill (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid;



 27  
PROJECT DIRECTOR /  
CHIEF ENGINEER  
WS SCHEMES (R/O/O / P/CTED AREAS)  
ASSISTED THROUGH SWP/AD/CEMENT / PHED  
GOVT. OF BIKANER, RAJASTHAN.



provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

*[Handwritten signature]*

If the advance payment has not been prepaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause of agreement [Termination by Procuring Agency] or Clause For Majeure (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under relevant Clauses, payable by the Contractor to the Employer.

*[Handwritten signature]*

### **TERMS & CONDITIONS OF CONTRACT.**

1. **The Sindh sales tax special procedure (with holding) rules, 2011 shall apply to taxable services as are supplied, provided or rendered to persons, specified as with holding agents, in the with holding procedure, for the purpose of deduction and deposit of sales tax.**
2. The Contract/Firm has to arrange potable water to use in construction on his cost.
3. The Contractor shall have to pay 0.30% of contract cost in shape of revenue stamp duty at the time of agreement.
4. 10% deposit will be retained till expiry of defect rectification period in shape of 5% performance security and 5% shall be with held on all running bills. The 2% call deposit shall be returned to the contractor after issuance of work order.
5. All the material of approved quality will be used, Sample of the material, fixture, cement hill sand, crush, bricks pipes, fitting, UPVC, Electrical will be got approved in advance / before execution. For Pumping Machinery, Diesel Engine & Generator, Contractor will provide Manufacturers certificate which will be verified by Incharge Engineer before making payment samples shall be collected from each new lot stacked at site in the presence of Executive Engineer or representatives and jointly sealed and got tested from approved laboratory at contractor's own cost in case the contractor fails to comply with this condition.
6. The Contractor shall maintain at the site of work "Site Order Book" (of triplicate leaves) at his own cost for taking instructions and directions from the supervising monitoring officers/officials

*[Handwritten mark]*



*[Handwritten signature]*

*[Handwritten signature]*


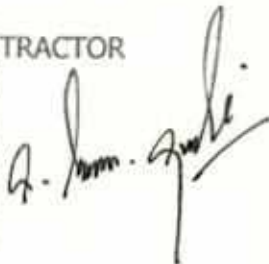


7. The contractor shall at his own cost provide a suitable size high visibility signboard at each location indicating the details of project as approved by the Engineer in charge
8. No premium shall be allowed on non-schedule item.

**9. PAYMENT MECHANISM.**

- A) The Contractor shall submit running bills against the work done at site to Project Director through Executive Engineer PHE Division *Dodu* for verification and payment.
- B) The amount of mobilization advance shall be proportionately deducted from each bill.
- C) No cost escalation shall be allowed.
- D) All applicable taxes levied by the government shall be deducted from the running payment bills at the rates fixed by the government.

CONTRACTOR



PROJECT DIRECTOR  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
*S* HYDERABAD.





TENDER FOR THE WORK

Issue to M/s AL.Riaz Enterprises Tender Fee for Rs. 500/- Received  
 Vide \_\_\_\_\_ D.R No. 01/3/15 Date: 5-3-2015  
 Dated of opening of Tender \_\_\_\_\_

(NAFEES AHMED SHAIKH)  
 PROJECT DIRECTOR  
 W/S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 HYDERABAD

I/We hereby tender for the execution for the Improvement & Extension of Water Supply Scheme Sita Road Taluka K.N.Shah District Dadu under written memorandum within the specified time in such memorandum as

29.95% Percent ABOVE/BEL~~OW~~ the Estimate rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof.

- a). General Description: Improvement & Extension of Water Supply Scheme Sita Road Taluka K.N.Shah District Dadu.
- b). Estimated Cost: Rs: 94.827 Million
- c). Earnest Money 2% Call Deposit: Rs: 1.900 Million
- g). Time of Completion 09 Months

Should be this tender be accepted I/We hereby agree to abide by the fulfill all the terms and provisions of the conditions of contract annexed hereto so as applicable and in default hereof to forfeit any pay the \_\_\_\_\_ the sum of money mentioned in the said conditions.

Receipt No. 0257731 Dated: 12-3-15 from the Government Treasury / Sub-Treasury / Bank of Khyber Sita Kige in respect of the sum of the Rs. 190000 is herewith forwarded representing the earnest money 300000

a). The full value of which is to be absolutely forfeited to PHE Division Dadu deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause of the said conditions otherwise the sum of Rs. \_\_\_\_\_ shall be remained by the PHE Division Dadu on account of such Security Deposit specified in relevant Clause of the conditions/agreement.

N.B The Tenderer or is required to undertake that all terms and conditions of the printed B-1 Forms inclusive of the additional conditions etc approved by the Project Director Water Supply Scheme (Flood Affected Area) Assisted Through SWAP Agreement Hyderabad will be binding on him and these will be includes and signed by him in the even acceptance of his tender.

(NAFEES AHMED SHAIKH)  
 PROJECT DIRECTOR  
 W/S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 HYDERABAD.



*(Handwritten signature)*





NO.PD/ 92 /of/2015.  
OFFICE OF THE PROJECT DIRECTOR,  
W/S SCHEME (FLOOD AFFECTED AREA)  
ASSISTED THROUGH SWAP AGREEMENT,  
Hyderabad dated/ 30 / 03 /2015.

LETTER OF ACCEPTANCE

To,

M/s Al-Riaz Inter Prises  
Mezz 10-E/1, Street No.1 opposite Standard Chartared  
Bank off Khayaban-e-Ittehat Jami Commercial  
Phase-VII DHA Karachi.

SUBJECT:


NIT NO.PD/49/2015 DATED.20.02.2015.

It is to inform that your submitted bid for the work "Water Supply Scheme Sita Road District Dadu" - Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad is found responsive and ranked the lowest in competition.

Therefore, your offered bid price of Rs.109288600/- (Rupees Ten Crore Ninety Two Lac Eighty Eight Thousand and Six Hundred) only is accepted.

You are required to attend the office of the undersigned within 3 days of issue of this letter to execute the Contract Agreement for issuance of letter of award (work order).

You are also directed to submit valid performance security as detailed in the bidding documents.

  
N/AFEES AHMED SHAIKH  
PROJECT DIRECTOR  
W/S SCHEME (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

C.C to the:-

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for information.

Received  
A. J. J. J. J. J.  
30/3/2015





NO.DB/PD/ 108 /of/2015.  
OFFICE OF THE PROJECT DIRECTOR  
W/S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD

Hyderabad dated 02/04/2015.

To,

M/s Al-Riaz Enterprises  
Mezz 10-E/1, Street No.1 opposite Standard Chartared  
Bank off Khayaban-e-Ittehat Jami Commercial  
Phase-VII DHA Karachi

SUBJECT: WATER SUPPLY SCHEME SITA ROAD TALUKA  
K.N.SHAH DISTRICT DADU.

REF'NCE: Your offer for Tender on dated.13.03.2015.


The undersigned is pleased to accept your tender @29.95% above (Twenty Nine point Ninety Five percent) above on the schedule items of the schedule "B" which comes out @ 15.20% above (Fifteen point Twenty percent) above on Estimated cost for the subjected work.

The total tender cost of work comes to Rs.10,92,88,600/- (Rupees Ten Crore Ninety Two Lac Eighty Eight Thousand and Six Hundred) only.

No premium will be allowed on non-schedule items.

You are directed to start the work within 7 days from the date of issue of this work order and complete the same with in the period of (09 months).

The work must be carried out as per PWD/PHE Specifications under the supervision and satisfaction of Executive Engineer Public Health Engineering Division Dadu.

  
(NAFEES AHMED SHAIKH)  
PROJECT DIRECTOR  
W/S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

C.C to the:-

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for his kind information.

Manager (CB) Sindh Public Procurement Regulatory Authority  
Barrack No.8 Sindh Secretariat A-4 Court Road Karachi for  
hoisting the same of SPPRA website.

Executive Engineer Public Health Engineering Division Dadu  
for information. He is directed to intimate actual date of start of  
the work.





**PROJECT DIRECTOR WATER SUPPLY SCHEMES  
FLOOD AFFECTED AREAS ASSISTED THROUGH  
SWAP AGREEMENT HYDERABAD**

**AGREEMENT**

**AND**

**CONDITIONS OF CONTRACT**

**IMPROVEMENT & EXTENSION OF WATER  
SUPPLY SCHEME MAKLI  
DISTRICT THATTA**

<b>TIME OF RECEIVING TENDER</b>	<b>FRIDAY</b>	<b>13-03-2015</b>
	<b>2:00 PM</b>	

<b>TIME OF OPENING TENDER</b>	<b>FRIDAY</b>	<b>13-03-2015</b>
	<b>3:00 PM</b>	





Percentage Rate Tender and Contract  
for works

General Rules and Directions for the Guidance of Contractors

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

Contt: PD.

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 tenders 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 Project Director for the purpose of identification, and shall also be open for inspection by contractors it the office of the Project Director during office hours.

Contt: PD.

2. In the event of the tender being submitted by a firm, it must be signed separately by each other there of, 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.

Contt: PD.

3. Receipts for payment 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.

Contt: PD.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out he is willing to undertake the work. Only one rate of such percentage, on all the estimated rates 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.



PROJECT DIRECTOR  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHEB  
GOVT. OF SINDH, HYDERABAD.




5. The Project Director or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money. Contt: PD.
6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders. Contt: PD.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Project Director. Contt: PD.
8. The memorandum of work to be tendered for and the schedule of material to be supplied by the Public Works Department and their rates shall be provided in and completed by the office of the Project Director before the tender form is issued. If a form issued to an intending tenderer has not been spec filled in and completed he shall request the said office to have this done before he completes and delivers his tender. Contt: PD.
9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom. Contt: PD.
10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract. Contt: PD.

TENDER FOR WORKS

I / We hereby tender for the execution for the Governor of Sindh, (hereinbefore and hereinafter referred to as government) of the work specified in the under written memorandum within the time specified in such memorandum at 23% above (Twenty Three) \_\_\_\_\_

\_\_\_\_\_ Percent ~~below~~ / above the estimated rates entered in schedule -B (memorandum showing item of work to be carried out and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in Rule-I here of and in Class-12 of the annexed conditions of contract and agree that when material for the work are provided by the government such materials and the rates to be paid for them shall be as provided in schedule -A here to.



  
 PROJECT DIRECTOR /  
 CHIEF ENGINEER  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH DMAT AGREEMENT / PWD  
 GOVT. OF SINDH, HYDRABAD.




**Memorandum**



(a) If several sub-work are in-tendered they should be detailed in a certain list	(a) General description	Sheet attached.
	(b) Estimated Cost	62.2392 (M)
(c) The amount of earnest money to be deducted deposit to security deposit with top providing paras 516 and 521 of the PWD manual.	(c) Earnest Money 2%	1.550 (M)
This deposit at all in advance deposit with paras 516 and 521 A of Sindh PWD manual	(d) Security deposit (including earnest money) 5%	Rs. 36,99,843/-
(e) this %age where no security deposit is taken will vary from 5% to 10% according to the requirement of the case where security deposit is taken see note one class of a conditions of contract	(e) %age, if any, to be deducted from Bills (Rupees %age )	Rs. 36,99,843/-
(f) Give schedule where necessary showing dates the with the various items are to be completed.	(f) Time allowed for the work from dated of written order to commence	09 Months

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract hereto so far as applicable and in default thereof to forfeit and pay to the Government the sums of money mentioned in the said conditions.	
Call deposit No. <u>3805</u> dated <u>13-3-2015</u> from the <u>Summit Bank Hyderabad Branch</u> in respect of the sums of Rs. <u>1550000/-</u> (Rupees <u>Fifteen lac Fifty Thousand only</u> ) is herewith forwarded representing the earnest money. A-The full value of which is to be absolutely forfeited to government should I not deposit	Amount to be specified in words and figures  Strike out (a) if no cash security deposit is to be taken
The Full amount of security deposit specified in the above memorandum in accordance with clause-I A of the said conditions, otherwise the said sum of Rs. <u>7399686/-</u> shall be retained by government on	Strike out (a) if any cash security deposit is to be taken




  
**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
**WIS SCHEMES (FLOOD AFFECTED AREAS)**  
**ASSISTED THROUGH SWAP AGREEMENT / PHED**  
**GOVT. OF SINDH, HYDERABAD.**



	account of such security deposit as aforesaid ) or be the full value of which shall be retained by the government on account of security deposit specified in class-I B of the conditions	
	Dated the _____ day of _____ 2015	Signatures of the contractors before the Commission the
(Witnesses		Signature of witness contractor
Address		
Occupation		

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


  
**PROJECT DIRECTOR**  
 W / S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 HYDERABAD.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

### CONDITIONS OF CONTRACT

<b>CLAUSE - 1:</b>	The Persons whose tender may be accepted (hereinafter called contractor) shall (A) (within one day for a contract of Rs.1,000 or 85, or two days for a contract of more than Rs.1,000 upto Rs.2,000 and 30 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 Project Director ( 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 will (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	Security deposit
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**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHED  
 GOVT. OF SINDH, HYDERABAD.



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 ever 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 sufficient part of his security deposit or from the interest arising there from, or from any sums which is due or may become due to the Contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor, shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing. Contt: PD.

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

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

**NOTE:** A work should be considered as completed for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurement.



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**CLAUSE – 2:**

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

Contd: PD.

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

And abide by the program of detailed progress laid down by the Project Engineer.

The following proportions will usually be found suitable:-  
In  $\frac{1}{4}$   $\frac{1}{2}$   $\frac{3}{4}$  of the time

Reasonable progress of earth work.....  $\frac{1}{6}$   $\frac{1}{2}$   $\frac{3}{4}$  of the total value of work to be done.

Do.....do... of masonry work ..... 1/104/108/10 do do.

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



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<p><b>CLAUSE – 3:</b></p>	<p>In any case in which under any clause or calluses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, the "Project Director" on behalf of Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government.</p> <p><b>Note:-</b></p> <p>a) To rescind the contract (of which rescission notice in written to the Contractor under the hand of the Project Director shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Government.</p> <p>b) To employ labour paid by the Public Works 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 Project Director shall be final and conclusive against the Contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract and in that case the certificate of the Project Director as to the value of the work done shall be final and conclusive against the contractor.</p> <p>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 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 certificates in writing of Project Director 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.</p>	<p>Action when whole of security deposit is forfeited</p> <p>Contt: PD.</p> <p>Contt: PD.</p> <p>Contt: PD.</p>
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	<p>In the event of any of the above courses being adopted by the Project Director, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entrees 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 be recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Project Director 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.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD:</p>	
<p><b>CLAUSE – 4:</b></p>	<p>In the progress of any particular portion of the work is unsatisfactory, Project Director 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.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD:</p>	<p>Action when the progress of any particular position of the work is unsatisfactory</p>
<p><b>CLAUSE – 5:</b></p>	<p>In any case in which any of the power conferred upon the Project Director by clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the condition 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 Project Director taking/action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possessions of all or any tools, plant, materials and stores in or upon the works, of 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</p>	<p>Contractor rein-sins liable to pay compensation if action not taking under class 3 &amp; 4</p>




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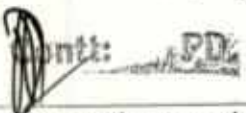


	<p>applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the contractor or his clerk of the work foremen or another authorized agent, required him to remove such tools, plants, material, or stores from the premises within a time to be specified in such notice and in the event of the Contract failing to comply with any such requisition, the Project Director may remove them at the contractor expenses or sale them by auction or private also on account of contractor and at his risk in all respect and the certificate of as to the expense of any such removal and the amount of the proceeds and expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.</p> <p style="text-align: right;">Contt: PD.</p>	<p>Power to take possession of or required removal of or sale contractors plant</p>
<p><b>CLAUSE - 6:</b></p>	<p>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 Project Director within 30 days from the date on which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Project Director 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 Project Engineer in this matter shall be final.</p> <p>Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or its authorized officers, the project director may at any time before the date of completion and on his own initiative extend the time of completion of the work for such period as he may think necessary or proper.</p> <p style="text-align: right;">Contt: PD.</p> <p>Where time has been extend under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.</p> <p style="text-align: right;">Contt: PD.</p> <p>When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.</p>	<p>Extension of time.</p>




  
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<p><b>CLAUSE - 7:</b></p>	<p>On completion of the work the Contractor shall be furnished with a certificate by the Project Director (here in after called the Project Director in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Project Director or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of work, the Project Director may at the expenses of contractor remove such scaffolding, surplus material and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contracts shall forth with pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.</p> <p style="text-align: right;">Dntt: </p>	<p>Final certificate</p>
<p><b>CLAUSE - 7-A:</b></p>	<p>In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Project Director in-charge or his subordinate and within the time specified in the notice remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhia" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.</p>	<p>Removal of "Bundhis"</p>



  
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<p><b>CLAUSE – 8:</b></p>	<p>No payment shall be made for any work, estimated to Cost less than rupees five hundred thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred thousand, the contractor shall on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Director, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All Such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims nor shall it conclude, determine, or affect in any other way the powers of the Project Director to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Project Director's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.</p>	<p>Payment on intermediate certificates to be regarded as advance</p>
<p><b>CLAUSE – 9:</b></p>	<p>The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Project Director may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>	<p>Payment at reduced rate on account of item of work not accepted as completed to be at the direction of the Project Director</p>
<p><b>CLAUSE – 10:</b></p>	<p>A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of</p>	<p>Bills to be submitted monthly</p>




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	the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects.	
CLAUSE - 11:	The Contractor shall submit all bills on his own printed forms to be had on application at the office of the Project Director. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.	Bills to be on printed form
CLAUSE - 12:	If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of P.W.D or if it is required that the Contractor shall use certain stores to be provided by the Project Director (such material sand 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 required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the material and stores so supplied shall be set off or deducted in from contract or otherwise, or from the security deposits, or the proceed 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 material supplied to the Contractor shall remain the absolute property of Government and shall on no account remove from the site of the work and shall at all times be open to inspection by the Project Director. Any such materials unused and in perfectly good condition at the time of completion or determination of the contracts shall be returned to the P.W.D Store, if the Project Director so requires by a notice in writing under his hand, but he Contractor shall not be entitled to return any such materials except with the consent of the Project Director 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.	Store supplied by government



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<p><b>CLAUSE - 13:</b></p>	<p>The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initiated by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Project Director 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 this own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.</p> <p style="text-align: right;"><i>[Signature]</i> <b>PD.</b></p>	<p>Works to be executed in accordance with specifications drawings, orders etc:</p>
<p><b>CLAUSE - 14:</b></p>	<p>The Project Director shall have power to make any alterations, in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Project Director and such alternations shall not invalidate the contract and any altered or additional work which the Contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director 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 rates 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 the 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 Project Director of the rate which it is his intention to charge for such class or work, and if the Project Director in-charge satisfied that the rate quoted is within the rate worked out by him on detailed rate</p>	<p>Alterations specifications and designs do not invalidate contract</p>




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	analysis, then he shall allow him that rate, but if the Project Director in-charge does not agree to this rate he shall be 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 there to before the rates shall have been determined as lastly herein before 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 Project Director. In the event of a dispute, the decision of the Project Director will be final.	
CLAUSE - 15:	If at any time after the execution of the contract documents the Project Director in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequent of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings, designs, and instruction which may involve any curtailment of the work as originally contemplated, where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the Contractor shall be paid for in excess of requirements and are of approved quality.	No claim to any payment or compensation for alteration into restriction of work.
CLAUSE - 16:	Under no circumstances what ever 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 Project Director within one month of the cause of such claim occurring.	Time limit for unforeseen claims
CLAUSE - 17:	If any time before the security deposit is refunded to the contractor, it shall appear to the Project Director or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or	Action and compensation payable in case of bad work



  
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	<p>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 Project Director to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or it so required, shall remove the material or articles, so charge and cost and the event of the failing to do so within a period to be specified and provide other proper &amp; suitable materials or articles at his own proper by the Project Director 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 10 days during which the failure so continues and in the case of any such failure the Project Director 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 and all respects of the contractor. Should the Project Director in-charge consider that any such interior work or materials as described above may be accepted or made use of, it shall be within the discretion to accept the same at such reduced rates as he may fix therefore.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD.</p>	
<p><b>CLAUSE - 18:</b></p>	<p>All works under or in course of execution executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Project Director 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 Project Director in-charge or his subordinate to visit the work shall have been give to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effects as if they had be given to the Contractor himself.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD.</p>	<p>Works to be opened to inspection.</p> <p>Contractor or responsible agent to be present.</p>
<p><b>CLAUSE - 19:</b></p>	<p>The Contractor shall give not less than five days notice in writing to the Project Director 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</p>	<p>Notice to be given before work is covered up.</p>

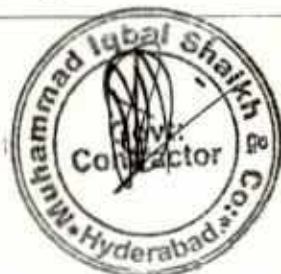


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	<p>same may be measure, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Project Director 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 there of no payment or allowance shall be made for such work, or for the materials with which the same was executed.</p> <p style="text-align: right;"><i>[Signature]</i> PD.</p>	
<p><b>CLAUSE - 20:</b></p>	<p>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 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 Project Director in-charge, the Contractor shall make good the same on his own expense, or in default the Project Director in-charge may cause the same to be made good by their workmen, and deduct the expenses of (which the certificate of the Project Director 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.</p> <p style="text-align: right;"><i>[Signature]</i> PD.</p>	<p>Contractor liable for damage done and for imperfections for three months after certificate.</p>
<p><b>CLAUSE - 21:</b></p>	<p>The Contractor shall supply at his own cost all material (except such special materials; if any, as may, in accordance with the contract, be supplied from the P.W.D Stores), plant, tools, appliances, implement, 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 specification, 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 Project Director in-charge as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore of and from the work. The Contractor shall</p>	<p>Contractor to supply Plant, ladder and scaffolding etc.</p>



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	<p>also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material. Failing this the same may be provided by the Project Director in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expense of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.</p> <p style="text-align: right;"><i>[Signature]</i> Contract: PD.</p>	<p>And is liable for damages arising from non provision of lights, fencing etc.</p>
<p><b>CLAUSE – 22:</b></p>	<p>The Contractor shall not set fire to any standing jungle, trees, bushes-wood or grass without a written permit from the Project Engineer.</p> <p>When such permit is given, and also all case when destroying cut or dug up-trees, bush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.</p> <p>The contractor shall make his own arrangements for drinking water for the labour employed by him.</p> <p style="text-align: right;"><i>[Signature]</i> Contract: PD.</p>	<p>Measures for prevention of fire.</p>
<p><b>CLAUSE – 23:</b></p>	<p>Compensation for all damage done intentionally or unintentionally by Contractor's labor whether in or beyond the limits of Government Property including any damage, caused by spreading of fire mentioned in clause 22 shall be estimated by the Project Director in-charge or such other officer as he may appoint and the estimates of the Project Director in-charge subject to the decision of the Project Director on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which he same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Project Director in-charge from any sums that may be due or become due from Government to the</p>	<p>Liability of contractor for any damaged done in or outside works area.</p>



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**PROJECT DIRECTOR**  
**CHIEF ENGINEER**  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHED  
 GOVT. OF SINDH, HYDERABAD.



	<p>Contractor under this contract or otherwise.</p> <p>The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person, for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.</p>	
CLAUSE - 24:	<p>The employment of female labourers on works in the neighborhood of soldiers, barracks should be avoided as far as possible.</p>	Employment of female labour.
CLAUSE - 25:	<p>No work shall be done on Friday or a public holiday without the prior sanction in writing of the Project Director in-charge.</p>	Work on Friday
CLAUSE - 26:	<p>The contract shall not be assigned or sublet without the written approval of the Project Director in-charge. And if the contractor shall assign or sublet his contract, or attempt to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project Director in-charge may, by notice in writing rescind the contract. The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director in-charge by notice in writing, produce them for inspection by him or a by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep accounts or fails to produce them as aforesaid, the Project Director in-charge may by notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue if the contract had been rescinded under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.</p>	<p>Work not to be sub late.</p> <p>Contract may be rescinded and security deposit forfeited for subletting it without approval or bringing a public officer or if contractor becomes insolvent.</p>



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**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHED  
 GOVT. OF SINDH, HYDERABAD.



<p>CLAUSE – 27:</p>	<p>All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.</p> <p style="text-align: right;"><i>[Signature]</i> <u>PD.</u></p>	<p>Sum payable by way of compensation to be considered as reasonable compensation without reference in actual loss</p>
<p>CLAUSE – 28:</p>	<p>In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director in-charge for his information.</p> <p style="text-align: right;"><i>[Signature]</i></p>	<p>Changes in the constitution of firm to be notified.</p>
<p>CLAUSE – 29:</p>	<p>All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Director of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.</p> <p style="text-align: right;"><i>[Signature]</i> <u>PD.</u></p>	<p>Works to be under direction of Project Director</p>
<p>CLAUSE – 30:</p>	<p>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 Project Director of the circle for the time being shall be final, conclusive, binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, 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, specification, 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.</p> <p style="text-align: right;"><i>[Signature]</i> <u>PD.</u></p>	<p>Decision of Project Director to be final.</p>
<p>CLAUSE – 31:</p>	<p>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 therefore or in connection therewith, unless he had obtained permission in writing from the Project Director in-charge to obtain such stores and articles elsewhere. The value of such stores and articles and may be supplied to the contractor by the Project Engineer in-charge will be debited the contractor in his account at the</p>	<p>Stores of European or American Manufacturer to be obtained from government.</p>



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*[Signature]*


PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHEO  
GOVT. OF SINDH, HYDERABAD.



	<p>rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, the 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.</p> <p style="text-align: right;">Contt: PD.</p>	
CLAUSE - 32:	<p>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 Project Director in-charge capable of measurement, the Project Director in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Project Director in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.</p> <p style="text-align: right;">Contt: PD.</p>	Lum sum of estimates.
CLAUSE - 33:	<p>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 specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director in-charge. 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.</p> <p style="text-align: right;">Contt: PD.</p>	Action where no specifications
CLAUSE - 35:	<p>The percentage referred to in the tender shall be deducted to/added to the gross amount of the bill before deducting the value of any stock issued.</p> <p style="text-align: right;">Contt: PD.</p>	Contractors percentage where applied to net or gross amount of bill.
CLAUSE - 36:	<p>All quarry fees, royalties, octroi, dues and ground rentire, stocking materials in any, should be paid by the contractor, who will how foes be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Project Director in-charge that the materials required for the use on Government work.</p>	Refund of quarry fees and royalties



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 PROJECT DIRECTOR /  
 CHIEF ENGINEER  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWIAP AGREEMENT / PHEB  
 GOVT. OF SINDH, HYDERABAD.



<p><b>CLAUSE - 37:</b></p>	<p>The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Col pen caused Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injim principal of the workmen. If such compensation is paid by the Government treasury under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.</p>	<p>Compensation under the works-mens compensation Act</p>
<p><b>CLAUSE - 38</b></p>	<p>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.</p>	<p>Claim for quantities entered in the tender or estimate</p>
<p><b>CLAUSE - 39:</b></p>	<p>The Contractor shall employ any famine, convict or other labor of a particular kind of class if ordered in writing to do so by the Project Engineer in-charge.</p>	<p>Employment of famine etc labour.</p>
<p><b>CLAUSE - 40:</b></p>	<p>No compensation shall be allowed for any delay in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.</p>	<p>Claim for compensation for delay in starting the work.</p>
<p><b>CLAUSE - 41:</b></p>	<p>No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive of hard or cracked soil, excavation in mud, subsoil water or water standing of the work on account acquisition of land or, in the case of clearance works expressly specified.</p>	<p>Claim for compensation for delay in execution of work.</p>
<p><b>CLAUSE - 42:</b></p>	<p>The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director in-charge or of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or a payment for work.</p>	<p>Entering up on of commencing any portion of work.</p>
<p><b>CLAUSE - 43:</b></p>	<p>i. No Contractor shall employ any person who is under the age of 12 years.  ii. No Contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).  iii. No animal suffering from sores, lameness or</p>	<p>Minimum age of persons employed the employments of donkeys or other animals.</p>



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**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
**WIS SCHEMES (FLOOD AFFECTED AREAS)**  
**ASSISTED THROUGH SWAP AGREEMENT / PHEQ**  
**GOVT. OF SINDH, HYDERABAD.**



	<p>emaciation or which is immature shall be employed on the work. Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.</p> <p>iv. The Project Director in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any Delay caused in the completion of the work by such removal.</p>	<p>Contt: PD.</p>
CLAUSE - 44:	<p>As per as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Time British.</p>	<p>Pakistani timbers to be used. Contt: PD.</p>
CLAUSE - 45:	<p>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 Project Director in-charge of the works to the effect that the materials are required by Government or semi government works thereby enabling them to have the benefit of concessionary freight charges from the railways. In case, however, such a concession is withdrawn by the railway at any times during the currency of the contract, no claim shall be preferable against Government on this account.</p>	<p>Certificate for concessionary freight charges from the railway. Contt: PD.</p>
CLAUSE - 46:	<p>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.</p>	<p>Procedure of acceptance of tenders when tendered rates are same. Contt: PD.</p>
CLAUSE - 47:	<p>Any sum due to the Government by the Contractor shall be liable for recovery as arrears of Land Revenue.</p>	<p>Recovery of dues from contractor as arrears of land revenue. Contt: PD.</p>
CLAUSE - 48:	<p>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.</p>	<p>Partnership of M.L.A's fore Bidden. Contt: PD.</p>
CLAUSE - 49:	<p>I/We hold myself/ourselves responsible to pay the Sales Tax as livjed in accordance with Pakistan General Sales Tax Act, 1948, or any other law for the time being in force.</p>	<p>Payment of sale tax Contt: PD.</p>



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 PROJECT DIRECTOR /  
 CHIEF ENGINEER  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHED  
 GOVT. OF SINDH, HYDERABAD.



<p><b>CLAUSE - 50:</b></p>	<p>Certified that no, Government servant has directly or indirectly a share or interest in the work.</p> <p style="text-align: right;"><i>[Signature]</i> PD</p>	<p>Interest or share government servant in the work</p>
<p><b>CLAUSE - 51:</b></p>	<p>The bid validity period is 90 days from the date of opening of bids. The contractor will not be allowed to withdraw his bid and ask for return of earnest money before expiry of the period.</p> <p style="text-align: right;"><i>[Signature]</i> PD</p>	
<p><b>CLAUSE - 52:</b></p>	<p>It 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 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 Project Director (Water Supply Schemes Flood Affected Areas Assisted through SWAP Agreement) 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.</p> <p>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 14<sup>th</sup> September, 1937, and subsequent orders issued in this connection.</p> <p style="text-align: right;"><i>[Signature]</i> Financial Officer</p> <p>Certified that I have noted the content of Government P.W.D Circular Memorandum No. 1006-1 dated. 21<sup>st</sup> February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.</p> <p style="text-align: right;"><i>[Signature]</i> <b>PROJECT DIRECTOR /</b> <b>Project Director</b></p> <p><b>Contractor</b></p>	

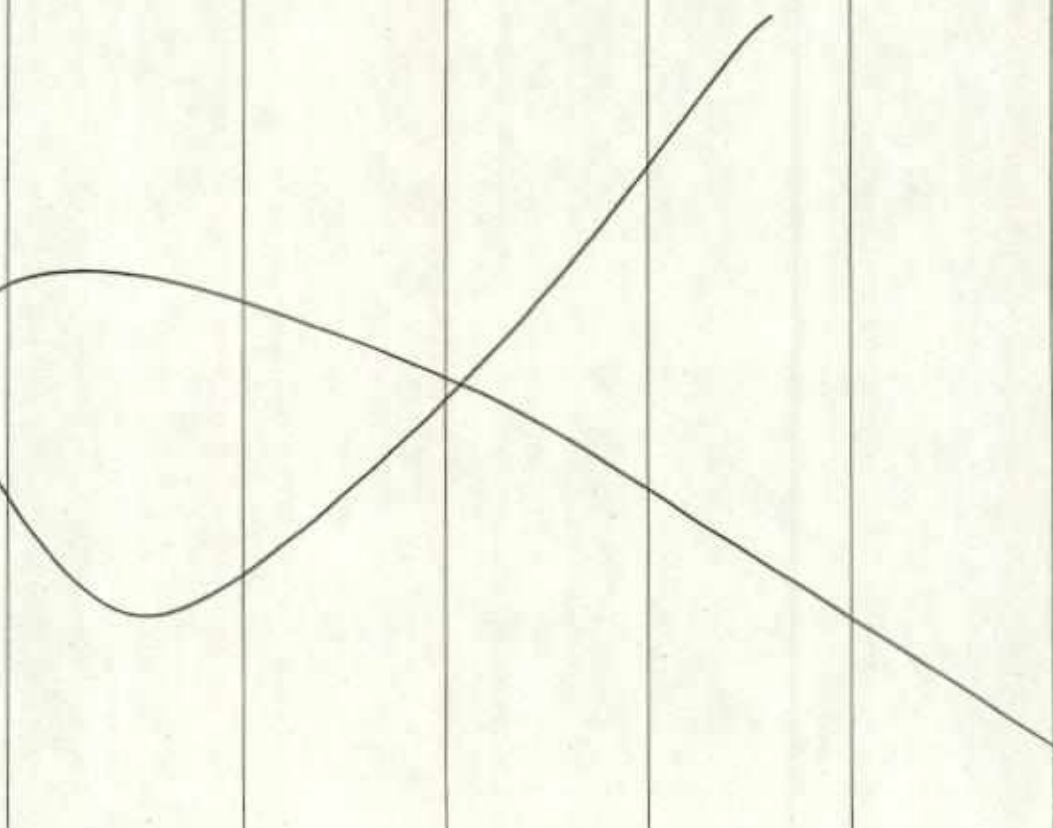


W/S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.



## SCHEDULE-A

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

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

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

(Signature of Contractor)



(Signature of Project Director)

**PROJECT DIRECTOR /**  
**CHIEF ENGINEER**  
 WIS SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT / PHEZ 25  
 GOVT. OF SINDH, HYDERABAD.



## SCHEDULE-B

Memorandum Showing Items of Work to be carried out

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

Note 1- All work shall be carried out as per Public works Departments Head-book and other specifications of the Division or as directed.

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

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

(Signature of Contractor)



(Signature of Project Director)

PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
NECESSARY HIGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.

Note- To be continued on additional heets if found necessary



## 1. Advance/Mobilization Payment

The Procuring Agency shall make an advance Payment/Mobilization advance upto 10% of the contract prices to the Contractor (a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Schedule Bank in Pakistan, acceptable to the procuring agency (b) Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the full amount of advance.

Unless and until the Procuring Agency receives this guarantee, or if the total advance payment is not stated in the Contract Data, this condition shall not apply.


The contractor shall deliver to the Procuring Agency Interim Payment request for the advance payment or its first installment after the Procuring Agency receives the Performance Security. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form as approved by the Procuring Agency..

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

The advance payment shall be repaid through percentage deductions from the interim payments/Running Amount bills determined by the Procuring Agency as follows:

- (a) Deductions shall commence in the next interim Payment Certificate/Running Amount bill following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceed 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) Deductions shall be made at the rate of 25% of the amount from each interim Payment/Running amount bill (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid;



  
PROJECT DIRECTOR /  
CHIEF ENGINEER  
WIS SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT / PHED  
GOVT. OF SINDH, HYDERABAD.





provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been prepaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause of agreement [Termination by Procuring Agency] or Clause For Majeure (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under relevant Clauses, payable by the Contractor to the Employer.

### **TERMS & CONDITIONS OF CONTRACT.**

1. **The Sindh sales tax special procedure (with holding) rules, 2011 shall apply to taxable services as are supplied, provided or rendered to persons, specified as with holding agents, in the with holding procedure, for the purpose of deduction and deposit of sales tax.**
2. The Contract/Firm has to arrange potable water to use in construction on his cost.
3. The Contractor shall have to pay 0.30% of contract cost in shape of revenue stamp duty at the time of agreement.
4. 10% deposit will be retained till expiry of defect rectification period in shape of 5% performance security and 5% shall be with held on all running bills. The 2% call deposit shall be returned to the contractor after issuance of work order.
5. All the material of approved quality will be used, Sample of the material, fixture, cement hill sand, crush, bricks pipes, fitting, UPVC, Electrical will be got approved in advance / before execution. For Pumping Machinery, Diesel Engine & Generator, Contractor will provide Manufacturers certificate which will be verified by Incharge Engineer before making payment samples shall be collected from each new lot stacked at site in the presence of Executive Engineer or representatives and jointly sealed and got tested from approved laboratory at contractor's own cost in case the contractor fails to comply with this condition.
6. The Contractor shall maintain at the site of work "Site Order Book" (of triplicate leaves) at his own cost for taking instructions and directions from the supervising monitoring officers/officials

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7. The contractor shall at his own cost provide a suitable size high visibility signboard at each location indicating the details of project as approved by the Engineer in charge
8. No premium shall be allowed on non-schedule item.

**9. PAYMENT MECHANISM.**

- A) The Contractor shall submit running bills against the work done at site to Project Director through Executive Engineer PHE Division Thatta for verification and payment.
- B) The amount of mobilization advance shall be proportionately deducted from each bill.
- C) No cost escalation shall be allowed.
- D) All applicable taxes levied by the government shall be deducted from the running payment bills at the rates fixed by the government.



  
PROJECT DIRECTOR  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.





NO.DB/PD/ 10/2015.  
 OFFICE OF THE PROJECT DIRECTOR  
 W/S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 GOVERNMENT OF SINDH,  
 Hyderabad dated / /2015.

TENDER FOR THE WORK

Issue to M/s Mohd Iqbal Shaikh Tender fee for Rs. 5000/- Received  
 Vide \_\_\_\_\_ D.R No. 02 Dated: 10.3.2015  
 Dated of opening of Tender \_\_\_\_\_

*(Signature)*  
 (NAFEES AHMED SHAIKH)  
 PROJECT DIRECTOR  
 W/S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 HYDERABAD.

I/We hereby tender the execution for the Improvement & Extension Water Supply Scheme Makli Taluka & District Thatta under which memorandum in the specified time in such memorandum at

..... Percent ABOVE/BEL/AT the Estimate rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof.

- a). General Description: Improvement & Extension of Water Supply Scheme Makli Taluka & District Thatta.
- b). Estimated Cost: Rs:62.2392 Millions
- c). Earnest Money 2% Call Deposit: Rs:1.2447 Million
- g). Time of Completion 09 Months

Should be this tender be accepted I/We hereby agree to abide be the fulfill all the terms and provisions of the conditions of contract annexed hereto so as applicable and in default hereof to forfeit any pay the \_\_\_\_\_ the sum of money mentioned in the said conditions.

Receipt No. 3805 Dated: 13/3/15 from the Government Treasury / Sub-Treasury / Semmit Bank Hyd. in respect of the sum of the Rs. 1550000/- is her with forwarded representing the earnest money

a). The full value of which is to be absolutely forfeited to PHE Division Thatta deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause of the said conditions otherwise the sum of Rs. \_\_\_\_\_ shall be remained by the PHE Division Thatta on account of such Security Deposit specified in relevant Clause of the conditions/agreement.

N.B The Tenderer is required to undertake that all terms and conditions of the printed B-I Forms inclusive of the additional conditions etc approved by the Project Director Water Supply Scheme (Flood Affected Area) Assisted Through SWAP Agreement Hyderabad Will be binding on him and these will be includes and signed by him in the even acceptance of his tender.



*(Signature)*  
 (NAFEES AHMED SHAIKH)  
 PROJECT DIRECTOR  
 W/S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 HYDERABAD.





NO.PD/ 93 /of/2015.  
OFFICE OF THE PROJECT DIRECTOR,  
W/S SCHEME (FLOOD AFFECTED AREA)  
ASSISTED THROUGH SWAP AGREEMENT,  
Hyderabad dated/30 / 03 /2015.

LETTER OF ACCEPTANCE

To,

M/s Mohammad Iqbal Shaikh and Company  
F-1248 Aziz Nest Near Ibrat Press  
Gari Khata Hyderabad.


SUBJECT: NIT NO.PD/49/2015 DATED.20.02.2015.

It is to inform that your submitted bid for the work  
"Improvement & Extension of Water Supply Scheme Makli District Thatta" -  
Water Supply Schemes (Flood Affected Areas) Assisted through SWAP  
Agreement is found responsive and ranked the lowest in competition.

Therefore, your offered bid price of Rs. 73996855/-  
(Rupees Seven Crore Thirty Nine Lac Ninety Six Thousand Eighty Hundred  
and Fifty Five) only is accepted.

You are required to attend the office of the undersigned  
within 3 days of issue of this letter to execute the Contract Agreement for  
issuance of letter of award (work order).

You are also directed to submit valid performance security  
as detailed in the bidding documents.

  
(NAFEES AHMED SHAIKH)  
PROJECT DIRECTOR  
W/S SCHEME (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

C.C to the:-

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for information.







NO.DB/PD/ 110 /of/2015.  
OFFICE OF THE PROJECT DIRECTOR  
W/S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD

Hyderabad dated 02/04/2015.

To,

M/s Mohammad Iqbal Shaikh and Company  
F-1248 Aziz Nest Near Ibrat Press  
Gari Khata Hyderabad.

SUBJECT: IMPROVEMENT & EXTENSION OF WATER SUPPLY  
SCHEME MAKLI DISTRICT THATTA.

REF'NCE: Your offer for Tender on dated.13.03.2015.

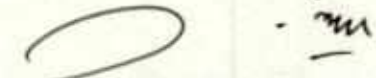
The undersigned is pleased to accept your tender @23% above (Twenty Three percent) above on the schedule items of the schedule "B" which comes out @ 18.60% above (Eighteen point Sixty percent) above on Estimated cost for the subjected work.

The total tender cost of work comes to Rs.7,39,96,855/- (Rupees Seven Crore Thirty Nine Lac Ninety Six Thousand Eight Hundred and Fifty Five) only.

No premium will be allowed on non-schedule items.

You are directed to start the work within 7 days from the date of issue of this work order and complete the same with in the period of (09 months).

The work must be carried out as per PWD/PHE Specifications under the supervision and satisfaction of Executive Engineer Public Health Engineering Division Thatta.

  
(NAFEES AHMED SHAIKH)

PROJECT DIRECTOR  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

C.C to the:-

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for his kind information.

Manager (CB) Sindh Public Procurement Regulatory Authority  
Barrack No.8 Sindh Secretariat A-4 Court Road Karachi for  
hoisting the same of SPPRA website.

Executive Engineer Public Health Engineering Division Thatta  
for information. He is directed to intimate actual date of start of  
the work.





**PROJECT DIRECTOR WATER SUPPLY SCHEMES  
FLOOD AFFECTED AREAS ASSISTED THROUGH  
SWAP AGREEMENT HYDERABAD**

**AGREEMENT  
AND  
CONDITIONS OF CONTRACT**

**WATER SUPPLY SCHEME JOHI  
DISTRICT DADU**

**TIME OF RECEIVING TENDER                      FRIDAY                      13-03-2015  
2:00 PM**

**TIME OF OPENING TENDER                      FRIDAY                      13-03-2015  
3:00 PM**





**Percentage Rate Tender and Contract  
for works**

**General Rules and Directions for the Guidance of Contractors**

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

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 tenders 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 Project Director for the purpose of identification, and shall also be open for inspection by contractors at the office of the Project Director during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each other there of, 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 payment made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' memorandum showing items of work to be carried out he is willing to undertake the work. Only one rate of such percentage, on all the estimated rates 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.



*[Handwritten signature]*



5. The Project Director or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Divisional Officer shall authorize the Treasury Officer concerned to refund the amount of the earnest money for deposited to the contractor making the tender, on his giving a receipt for the return of the money.
6. The Officer competent to dispose of the tenders shall have right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Government unless it is signed by the Project Director.
8. The memorandum of work to be tendered for and the schedule of material to be supplied by the Public Works Department and their rates shall be provided in and completed by the office of the Project Director before the tender form is issued. If a form issued to an intending tenderer has not been spec filled in and completed he shall request the said office to have this done before he completes and delivers his tender.
9. All work shall be measured net by standard measure and according to the rules and custom of the Public Works Department without reference to any local custom.
10. Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this contract.

### TENDER FOR WORKS

I / We hereby tender for the execution for the Governor of Sindh, (hereinbefore and hereinafter referred to as government) of the work specified in the under written memorandum within the time specified in such memorandum at 24.75% above (Twenty Four Point Seventy Five)

Percent below / above the estimated rates entered in schedule -B (memorandum showing item of work to be carried out and in accordance in all respect with the specifications, designs, drawings and instructions in writing referred to in Rule-1 here of and in Class-12 of the annexed conditions of contract and agree that when material for the work are provided by the government such materials and the rates to be paid for them shall be as provided in schedule -A here to.





Memorandum

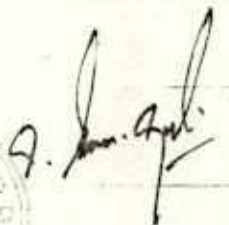

(a) If several sub-work are in-tendered they should be detailed in a certain list	(a) General description	Sheet attached.
	(b) Estimated Cost	188.153 CM)
(c) The amount of earnest money to be deducted deposit to security deposit with top providing paras 516 and 521 of the PWD manual.	(c) Earnest Money 2%	4.500 CM)
This deposit at all in advance deposit with paras 516 and 521 A of Sindh PWD manual	(d) Security deposit (including earnest money) 5%	11145804/.
(e) this %age where no security deposit is taken will vary from 5% to 10% according to the requirement of the case where security deposit is taken see note one class of a conditions of contract	(e) %age, if any, to be deducted from Bills (Rupees %age 5%)	11145804.
(f) Give schedule where necessary showing dates the with the various items are to be completed.	(f) Time allowed for the work from dated of written order to commence	09 Months

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract hereto so far as applicable and in default thereof to forfeit and pay to the sums of money mentioned in the said conditions.	
Call deposit No. ① 2411401 dated 12-3-2015 ② 966466 13-3-2015 from the ① UBL Kashmir Branch ② UBL Qasimabad Hyd. in respect of the sums of Rs. ① 44,00,000/- ② 1,00,000 = 45,00,000/-. (Rupees Forty Five lac only. is herewith forwarded representing the earnest money. A-The full value of which is to be absolutely forfeited to government should I not deposit	Amount to be specified in words and figures  Strike out (a) if no cash security deposit is to be taken
The Full amount of security deposit specified in the above memorandum in accordance with clause-I A of the said conditions, otherwise the said sum of Rs. 11200000/- shall be retained by government on	Strike out (a) if any cash security deposit is to be taken




*[Handwritten signature]*



	account of such security deposit as aforesaid ) or be the full value of which shall be retained by the government on account of security deposit specified in class-I B of the conditions	
	Dated the _____ day of _____	Signatures of the contractors before submission the tender
(Witnesses		Signature of witness to contractor signature
Address		
Occupation		

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

  
**PROJECT DIRECTOR**  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

### CONDITIONS OF CONTRACT

<b>CLAUSE – 1:</b>	The Persons whose tender may be accepted (hereinafter called contractor) shall (A) (within one day for a contract of Rs.1,000 or 85, or two days for a contract of more than Rs.1,000 upto Rs.2,000 and 30 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 Project Director ( 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 will (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	Security deposit
--------------------	--	------------------







7

not amount to \_\_\_\_\_ percent of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of \_\_\_\_\_ percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from, or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which is due or may become due to the Contractor under this contract and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor, shall within ten days thereafter, make good in cash or with Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

*[Signature]*  
Contt: PD.

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

*[Signature]*  
Contt: PD.

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

*[Signature]*  
Contt: PD.

**NOTE:** A work should be considered as completed for the purpose of refund of security deposit to a Contractor from the last date on which its final measurements are checked by a competent authority. If such check is necessary otherwise from the last date of recording the final measurement.



*[Handwritten marks]*



CLAUSE - 2:

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

of the work in \_\_\_\_\_ of the time  
-----do-----  
-----do-----

And abide by the program of detailed progress laid down by the Project Engineer.

The following proportions will usually be found suitable:-  
In  $\frac{1}{4}$   $\frac{1}{2}$   $\frac{3}{4}$  of the time

Reasonable progress of earth work.....  $\frac{1}{6}$   $\frac{1}{2}$   $\frac{3}{4}$  of the total value of work to be done.

Do.....do... of masonry work ..... 1/104/108/10 do do.

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



*[Handwritten signature]*



CLAUSE - 3:

In any case in which under any clause or calluses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other cause, the "Project Director" on behalf of Governor of Sindh shall have power to adopt any of the following courses as he may deem best suited to the interests of the Government.

Action when  
whole of  
security  
deposit is  
forfeited

Note:-

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

*[Signature]*  
Contt: PD.

b) To employ labour paid by the Public Works 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 Project Director shall be final and conclusive against the Contractor) and crediting him with the value of work done, in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract and in that case the certificate of the Project Director as to the value of the work done shall be final and conclusive against the contractor.

*[Signature]*  
Contt: PD.

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 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 certificates in writing of Project Director 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.

*[Signature]*  
PD.



*[Handwritten scribble]*



	<p>In the event of any of the above courses being adopted by the Project Director, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entrees 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 be recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Project Director 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.</p>	
<p><b>CLAUSE - 4:</b></p>	<p>In the progress of any particular portion of the work is unsatisfactory, Project Director 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.</p>	<p>Action when the progress of any particular position of the work is unsatisfactory</p>
<p><b>CLAUSE - 5:</b></p>	<p>In any case in which any of the power conferred upon the Project Director by clause 3 and 4 thereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the condition 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 Project Director taking/action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possessions of all or any tools, plant, materials and stores in or upon the works, of 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</p>	<p>Contractor rein-sins liable to pay compensation if action not taking under class 3 &amp; 4</p>

*[Handwritten signature]*  
Contt: PD.

*[Handwritten signature]*  
Contt: PD.



*[Handwritten signature]*



	<p>applicable, at current market rates, to be certified by the Project Director whose certificate thereof shall be final. In the alternative, the Project Director may, after giving notice in writing to the contractor or his clerk of the work foremen or another authorized agent, required him to remove such tools, plants, material, or stores from the premises within a time to be specified in such notice and in the event of the Contract failing to comply with any such requisition, the Project Director may remove them at the contractor expenses or sale them by auction or private also on account of contractor and at his risk in all respect and the certificate of as to the expense of any such removal and the amount of the proceeds and expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD.</p>	<p>Power to take possession of or required removal of or sale contractors plant</p>
<p><b>CLAUSE - 6:</b></p>	<p>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 Project Director within 30 days from the date on which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work, and the Project Director 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 Project Engineer in this matter shall be final.</p> <p>Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the PWD or its authorized officers, the project director may at any time before the date of completion and on his own initiative extend the time of completion of the work for such period as he may think necessary or proper.</p> <p>Where time has been extend under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.</p> <p>When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD.</p>	<p>Extension of time.</p>





<p>CLAUSE - 7:</p>	<p>On completion of the work the Contractor shall be furnished with a certificate by the Project Director (here in after called the Project Director in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Project Director or where the measurements have been taken by his subordinate until they have received the approval of the Project Director, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of work, the Project Director may at the expenses of contractor remove such scaffolding, surplus material and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contracts shall forth with pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.</p>	<p>Final certificate</p>
<p>CLAUSE - 7-A:</p>	<p>In the case of silt clearance and other excavation works of channels after the measurements are finally recorded and checked by a competent authority the Contractor shall, on a notice in writing being given by the Project Director in-charge or his subordinate and within the time specified in the notice remove "Bundhis" and profile ridges within the designed channel Section. If the contractor makes default such work may be carried out departmentally in which case the amount spent on the removing such "Bundhia" and profile ridges shall be deducted from any money due to the contractor or from his Security Deposit. The time taken by the contractor in removing "Bundhis" and profile ridges shall not be counted towards the period stipulated for the completion of the contract work.</p>	<p>Removal of "Bundhis"</p>



*[Handwritten signature]*



<p><b>CLAUSE – 8:</b></p>	<p>No payment shall be made for any work, estimated to Cost less than rupees five hundred thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred thousand, the contractor shall on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Project Director, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All Such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Director from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims nor shall it conclude, determine, or affect in any other way the powers of the Project Director to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Project Director's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.</p>	<p>Payment on intermediate certificates to be regarded as advance</p>
<p><b>CLAUSE – 9:</b></p>	<p>The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Project Director may make payment on account of such item at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>	<p>Payment at reduced rate on account of item of work not accepted as completed to be at the direction of the Project Director</p>
<p><b>CLAUSE – 10:</b></p>	<p>A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of</p>	<p>Bills to be submitted monthly</p>



*D. in*



	<p>the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Project Director may prepare a bill from such list which shall be binding on the Contractor in all respects.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: <b>FD.</b></p>	<p style="text-align: right;"><i>[Signature]</i></p>
<p>CLAUSE - 11:</p>	<p>The Contractor shall submit all bills on his own printed forms to be had on application at the office of the Project Director. 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.</p> <p style="text-align: right;"><i>[Signature]</i></p>	<p>Bills to be on printed form</p> <p style="text-align: right;"><i>[Signature]</i></p>
<p>CLAUSE - 12:</p>	<p>If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of P.W.D or if it is required that the Contractor shall use certain stores to be provided by the Project Director (such material sand 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 required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the material and stores so supplied shall be set off or deducted in from contract or otherwise, or from the security deposits, or the proceed 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 material supplied to the Contractor shall remain the absolute property of Government and shall on no account remove from the site of the work and shall at all times be open to inspection by the Project Director. Any such materials unused and in perfectly good condition at the time of completion or determination of the contracts shall be returned to the P.W.D Store, if the Project Director so requires by a notice in writing under his hand, but he Contractor shall not be entitled to return any such materials except with the consent of the Project Director 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.</p>	<p>Store supplied by government</p>





<p>CLAUSE - 13:</p>	<p>The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director and initiated by the parties, the said specification being a part of the contract. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Project Director 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 this own expenses to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.</p>	<p>Works to be executed in accordance with specifications drawings, orders etc:</p> <p style="text-align: right;">3 PD.</p>
<p>CLAUSE - 14:</p>	<p>The Project Director shall have power to make any alterations, in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Project Director and such alternations shall not invalidate the contract and any altered or additional work which the Contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do them in work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Project Director 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 rates 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 the 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 Project Director of the rate which it is his intention to charge for such class or work, and if the Project Director in-charge satisfied that the rate quoted is within the rate worked out by him on detailed rate</p>	<p>Alterations specifications and designs do not invalidate contract</p>



*Handwritten signature*



	<p>analysis, then he shall allow him that rate, but if the Project Director in-charge does not agree to this rate he shall be 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 there to before the rates shall have been determined as lastly herein before 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 Project Director. In the event of a dispute, the decision of the Project Director will be final.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: <b>FD.</b></p>	
CLAUSE - 15:	<p>If at any time after the execution of the contract documents the Project Director in-charge shall for any reason whatsoever not require the whole or any part of the work as specified in the tender to be carried out by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequent of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings, designs, and instruction 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.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: <b>FD.</b></p>	<p>No claim to any payment or compensation for alteration into restriction of work</p> <p style="text-align: right;"><i>[Signature]</i> <b>FD.</b></p>
CLAUSE - 16:	<p>Under no circumstances what ever 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 Project Director within one month of the cause of such claim occurring.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: <b>FD.</b></p>	<p>Time limit for unforeseen claims</p> <p style="text-align: right;"><i>[Signature]</i> <b>FD.</b></p>
CLAUSE - 17:	<p>If any time before the security deposit is refunded to the contractor, it shall appear to the Project Director or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality, or that any materials or</p>	<p>Action and compensation payable in case of bad work</p>



*[Signature]*



	<p>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 Project Director 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 material or articles, so charge and cost and the event of the failing to do so within a period to be specified and provide other proper &amp; suitable materials or articles at his own proper by the Project Director 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 10 days during which the failure so continues and in the case of any such failure the Project Director 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 and all respects of the contractor. Should the Project Director in-charge consider that any such interior work or materials as described above may be accepted or made use of, it shall be within the discretion to accept the same at such reduced rates as he may fix <b>therefore</b>.</p>	<p><i>[Handwritten mark]</i></p>
<p>CLAUSE - 18:</p>	<p>All works under or in course of execution executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Project Director 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 Project Director in-charge or his subordinate to visit the work shall have been give to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effects as if they had be given to the Contractor himself.</p>	<p>Works to be opened to inspection.</p> <p>Contractor or responsible agent to be present.</p> <p><i>[Handwritten mark]</i> <b>PD.</b></p>
<p>CLAUSE - 19:</p>	<p>The Contractor shall give not less than five days notice in writing to the Project Director 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</p>	<p>Notice to be given before work is covered up.</p>



*[Handwritten signature]*



	<p>same may be measure, 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 Project Director 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 there of no payment or allowance shall be made for such work, or for the materials with which the same was executed.</p>	
<p>CLAUSE - 20:</p>	<p>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 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 Project Director in-charge, the Contractor shall make good the same on his own expense, or in default the Project Director in-charge may cause the same to be made good by their workmen, and deduct the expenses of (which the certificate of the Project Director 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.</p>	<p>Contractor liable for damage done and for imperfections for three months after certificate.</p> <p>Contt: PD.</p>
<p>CLAUSE - 21:</p>	<p>The Contractor shall supply at his own cost all material (except such special materials; if any, as may, in accordance with the contract, be supplied from the P.W.D Stores), plant, tools, appliances, implement, 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 specification, 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 Project Director in-charge as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore of and from the work. The Contractor shall</p>	<p>Contractor to supply Plant, ladder and scaffolding etc.</p>



*[Handwritten signature]*



	<p>also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the material. Failing this the same may be provided by the Project Director in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expense of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for compromising any claim by any such person.</p>	<p>And is liable for damages arising from non provision of lights, fencing etc.</p>
<p>CLAUSE - 22:</p>	<p>The Contractor shall not set fire to any standing jungle, trees, bushes-wood or grass without a written permit from the Project Engineer.</p> <p>When such permit is given, and also all case when destroying cut or dug up-trees, bush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property.</p> <p>The contractor shall make his own arrangements for drinking water for the labour employed by him.</p>	<p>Measures for prevention of fire.</p>
<p>CLAUSE - 23:</p>	<p>Compensation for all damage done intentionally or unintentionally by Contractor's labor whether in or beyond the limits of Government Property including any damage, caused by spreading of fire mentioned in clause 22 shall be estimated by the Project Director in-charge or such other officer as he may appoint and the estimates of the Project Director in-charge subject to the decision of the Project Director on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which he same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Project Director in-charge from any sums that may be due or become due from Government to the</p>	<p>Liability of contractor for any damaged done in or outside works area.</p>





	<p>Contractor under this contract or otherwise.</p> <p>The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person, for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.</p>	
CLAUSE - 24:	<p>The employment of female labourers on works in the neighborhood of soldiers, barracks should be avoided as far as possible.</p>	<p>Employment of female labour.</p> <p>PD.</p>
CLAUSE - 25:	<p>No work shall be done on Friday or a public holiday without the prior sanction in writing of the Project Director in-charge.</p>	<p>Work on Friday</p> <p>PD.</p>
CLAUSE - 26:	<p>The contract shall not be assigned or sublet without the written approval of the Project Director in-charge. And if the contractor shall assign or sublet his contract, or attempt to do, or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt so to do, the Project Director in-charge may, by notice in writing rescind the contract. The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Project Director in-charge by notice in writing, produce them for inspection by him or a by any officer appointed by him in that behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep accounts or fails to produce them as aforesaid, the Project Director in-charge may by notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue if the contract had been rescinded under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.</p>	<p>Work not to be sub late.</p> <p>Contract may be rescinded and security deposit forfeited for subletting it without approval or bringing a public officer or if contractor becomes insolvent.</p>



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CLAUSE - 27:	All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.	Sum payable by way of compensation to be considered as reasonable compensation without reference in actual loss
CLAUSE - 28:	In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Project Director in-charge for his information.	Changes in the constitution of firm to be notified.
CLAUSE - 29:	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Director of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.	Works to be under direction of Project Director
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 Project Director of the circle for the time being shall be final, conclusive, binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, 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, specification, 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 Project Director 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 therefore or in connection therewith, unless he had obtained permission in writing from the Project Director in-charge to obtain such stores and articles elsewhere. The value of such stores and articles may be supplied to the contractor by the Project Engineer in-charge will be debited the contractor in his account at the	Stores of European or American Manufacturer to be obtained from government.

*[Signature]*  
Contt: PD.

*[Signature]*  
Contt: PD.

*[Signature]*  
Contt: PD.

*[Signature]*  
Contt: PD.



*[Signature]*



	<p>rates shown in the schedule in form "A" attached to the contract and if they are not entered in the said schedule, the 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.</p>	
CLAUSE - 32:	<p>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 Project Director in-charge capable of measurement, the Project Director in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Project Director in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.</p>	Lum sum of estimates.
CLAUSE - 33:	<p>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 specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Director in-charge. 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.</p>	Action where no specifications
CLAUSE - 35:	<p>The percentage referred to in the tender shall be deducted to/added to the gross amount of the bill before deducting the value of any stock issued.</p>	Contractors percentage where applied to net or gross amount of bill.
CLAUSE - 36:	<p>All quarry fees, royalties, octroi, dues and ground rentire, stocking materials in any, should be paid by the contractor, who will how foes be entitled, to a refund of such of the charges as are permissible under the ever on obtaining a certificate from the Project Director in-charge that the materials required for the use on Government work.</p>	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 Col pen caused Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injim principal of the workmen. If such compensation is paid by the Government treasury under sub-section (1) of section 12 of the said Act on behalf of the Contractor, it shall be recoverable by the Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.	Compensation under the works-mens 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
CLAUSE - 39:	The Contractor shall employ any famine, convict or other labor of a particular kind of class if ordered in writing to do so by the Project Engineer in-charge.	Employment of famine etc labour.
CLAUSE - 40:	No compensation shall be allowed for any delay in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.	Claim for compensation for delay in starting the work.
CLAUSE - 41:	No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive of hard or cracked soil, excavation in mud, subsoil water or water standing of the work on account acquisition of land or, in the case of clearance works expressly specified.	Claim for compensation for delay in execution of work.
CLAUSE - 42:	The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Project Director in-charge or of his subordinate-in-charge of the work. Failing such authority the Contractor shall have no claim to ask for the measurements of or a payment for work.	Entering up on of commencing any portion of work.
CLAUSE - 43:	i. No Contractor shall employ any person who is under the age of 12 years. ii. No Contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar). iii. No animal suffering from sores, lameness or	Minimum age of persons employed the employments of donkeys or other animals.





	<p>emaciation or which is immature shall be employed on the work. Any contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of contractors.</p> <p>iv. The Project Director in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Government for any Delay caused in the completion of the work by such removal.</p>	<p>Contt: PD.</p>
CLAUSE - 44:	<p>As per as possible Pakistani Timbers shall be used and where for any reason this is not practicable, preference shall be given first to Burma and then to others be Time British.</p>	<p>Pakistani, timbers to be used. Contt: PD.</p>
CLAUSE - 45:	<p>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 Project Director in-charge of the works to the effect that the materials are required by Government or semi government works thereby enabling them to have the benefit of concessionary freight charges from the railways. In case, however, such a concession is withdrawn by the railway at any times during the currency of the contract, no claim shall be preferable against Government on this account.</p>	<p>Certificate for concessionary freight charges from the railway. Contt: PD.</p>
CLAUSE - 46:	<p>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.</p>	<p>Procedure of acceptance of tenders when tendered rates are same. Contt: PD.</p>
CLAUSE - 47:	<p>Any sum due to the Government by the Contractor shall be liable for recovery as arrears of Land Revenue.</p>	<p>Recovery of dues from contractor as arrears of land revenue. Contt: PD.</p>
CLAUSE - 48:	<p>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.</p>	<p>Partnership of M.L.A's fore Bidden. Contt: PD.</p>
CLAUSE - 49:	<p>I/We hold myself/ourselves responsible to pay the Sales Tax as livjed in accordance with Pakistan General Sales Tax Act. 1948, or any other law for the time being in force.</p>	<p>Payment of sale tax</p>



*[Handwritten signature]*



<p>CLAUSE - 50:</p>	<p>Certified that no, Government servant has directly or indirectly a share or interest in the work.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD.</p>	<p>Interest or share government servant in the work</p>
<p>CLAUSE - 51:</p>	<p>The bid validity period is 90 days from the date of opening of bids. The contractor will not be allowed to withdraw his bid and ask for return of earnest money before expiry of the period.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD.</p>	
<p>CLAUSE - 52:</p>	<p>It 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 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 Project Director (Water Supply Schemes Flood Affected Areas Assisted through SWAP Agreement) 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.</p> <p style="text-align: right;"><i>[Signature]</i> Contt: PD.</p> <p>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 14<sup>th</sup> September, 1937, and subsequent orders issued in this connection.</p> <p style="text-align: right;"><i>[Signature]</i> Financial Officer</p> <p>Certified that I have noted the content of Government P.W.D Circular Memorandum No. 1006-1 dated 21<sup>st</sup> February, 1950, wherein the responsibility of getting the tender checked efficiently is placed on me.</p> <p style="text-align: right;"><i>[Signature]</i> Project Director</p> <p>Contractor</p>	





### SCHEDULE-A

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

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

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

(Signature of Contractor)

(Signature of Project Director)





## SCHEDULE-B

Memorandum Showing Items of Work to be carried out


Item No.	Quantities estimated but may be more or less	Item of work	Tenders rates			Unit	Total amount according to estimated quantities
			In figures		In words		
			Rs.	Ps			
<div style="font-size: 4em; opacity: 0.5; position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); pointer-events: none;">                     X                 </div>							

Note 1- All work shall be carried out as per Public works Departments Head-book and other specifications of the Division or as directed.

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

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

  
 (Signature of Contractor)

  
 (Signature of Project Director)

Note- To be continued on additional sheets if found necessary





## 1. Advance/Mobilization Payment

The Procuring Agency shall make an advance Payment/Mobilization advance upto 10% of the contract prices to the Contractor (a) on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Schedule Bank in Pakistan, acceptable to the procuring agency (b) Contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the full amount of advance.

Contt: PD.

Unless and until the Procuring Agency receives this guarantee, or if the total advance payment is not stated in the Contract Data, this condition shall not apply.

The contractor shall deliver to the Procuring Agency Interim Payment request for the advance payment or its first installment after the Procuring Agency receives the Performance Security. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form as approved by the Procuring Agency.

Contt: PD.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

Contt: PD.

The advance payment shall be repaid through percentage deductions from the interim payments/Running Amount bills determined by the Procuring Agency as follows:

- (a) Deductions shall commence in the next interim Payment Certificate/Running Amount bill following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceed 30 percent (30%) of the Accepted Contract Amount less Provisional Sums, and
- (b) Deductions shall be made at the rate of 25% of the amount from each interim Payment/Running amount bill (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid;

Contt: PD.





provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

Contt: PD.

If the advance payment has not been prepaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause of agreement [Termination by Procuring Agency] or Clause For Majeure (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under relevant Clauses, payable by the Contractor to the Employer.

### TERMS & CONDITIONS OF CONTRACT.

1. **The Sindh sales tax special procedure (with holding) rules, 2011 shall apply to taxable services as are supplied, provided or rendered to persons, specified as with holding agents, in the with holding procedure, for the purpose of deduction and deposit of sales tax.**  
Contt: PD.
2. The Contract/Firm has to arrange potable water to use in construction on his cost.  
Contt: PD.
3. The Contractor shall have to pay 0.30% of contract cost in shape of revenue stamp duty at the time of agreement.  
Contt: PD.
4. 10% deposit will be retained till expiry of defect rectification period in shape of 5% performance security and 5% shall be with held on all running bills. The 2% call deposit shall be returned to the contractor after issuance of work order.  
Contt: PD.
5. All the material of approved quality will be used, Sample of the material, fixture, cement hill sand, crush, bricks pipes, fitting, UPVC, Electrical will be got approved in advance / before execution. For Pumping Machinery, Diesel Engine & Generator, Contractor will provide Manufacturers certificate which will be verified by Incharge Engineer before making payment samples shall be collected from each new lot stacked at site in the presence of Executive Engineer or representatives and jointly sealed and got tested from approved laboratory at contractor's own cost in case the contractor fails to comply with this condition.  
Contt: PD.
6. The Contractor shall maintain at the site of work "Site Order Book" (of triplicate leaves) at his own cost for taking instructions and directions from the supervising monitoring officers/officials




7. The contractor shall at his own cost provide a suitable size high visibility signboard at each location indicating the details of project as approved by the Engineer in charge
8. No premium shall be allowed on non-schedule item.

**9. PAYMENT MECHANISM.**

- A) The Contractor shall submit running bills against the work done at site to Project Director through Executive Engineer PHE Division *Dadu* for verification and payment.
- B) The amount of mobilization advance shall be proportionately deducted from each bill.
- C) No cost escalation shall be allowed.
- D) All applicable taxes levied by the government shall be deducted from the running payment bills at the rates fixed by the government.

CONTRACTOR



  
PROJECT DIRECTOR

W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.





**TENDER FOR THE WORK**

Issue to M/s Inderati Traders Tender fee for Rs. 500/- Recieved  
 Vide. \_\_\_\_\_ D.R No. 04 Dated 12-3-2015  
 Dated of opening of Tender \_\_\_\_\_

*(Signature)*  
 (NAFEES AHMED SHAIKH)  
 PROJECT DIRECTOR  
 W / S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 HYDERABAD.

I/We hereby tender the execution for the Water Supply Scheme through new Tube Wells to Johi Town Taluka Johi District Dadu under written Memorandum within the specified time in such memorandum

24.75% Percent ABOVE/BELON the Estimate rated entered in the Schedule "B" Memorandum showing items of work to be carried out and in all respect with the specification designed and instructions writing referred to in Rule thereof.

- a). General Description: Water Supply Scheme through new Tube Wells to Johi Town Taluka Johi District Dadu.
- b). Estimated Cost: Rs: 188.153 Million
- c). Earnest Money 2% Call Deposit: Rs: 3.763 Million
- g). Time of Completion 09 Months

Should be this tender be accepted I/We hereby agree to abide be the fullfill all the terms and provisions of the conditions of contract annexed hereto so as applicable and in default hereof to forfeit any pay the \_\_\_\_\_ the sum of money mentioned in the said conditions.

Receipt No. 2411401 966466 Dated: 12-3-15 from the Government Treasury / Sub-Treasury / UPI - Kashmir / UPI - Sindh in respect of the sum of the Rs. 440000/- is her with forwarded representing the earnest money 100000/-

a). The full value of which is to be absolutely forfeited to PHE Division Dadu deposited the full amount of Security Deposit specified in the above memorandum in accordance with Clause of the said conditions otherwise the sum of Rs. \_\_\_\_\_ shall be remained by the PHE Division Dadu on account of such Security Deposit specified in relevant Cluase of the conditions/agreement.

N.B The Tenderer is required to undertake that all terms and conditions of the printed B-I Forms inclusive of the additional conditions etc approved by the Project Director Water Supply Scheme (Flood Affected Area) Assisted Through SWAP Agreement Hyderabad will be binding on him and these will be includes and signed by him in the even acceptance of his tender.

*(Signature)*  
 Javed



*(Signature)*  
 (NAFEES AHMED SHAIKH)  
 PROJECT DIRECTOR  
 W / S SCHEMES (FLOOD AFFECTED AREAS)  
 ASSISTED THROUGH SWAP AGREEMENT  
 HYDERABAD.





NO.FD/ 90 /of/2015.  
OFFICE OF THE PROJECT DIRECTOR,  
W/S SCHEME (FLOOD AFFECTED AREA)  
ASSISTED THROUGH SWAP AGREEMENT,  
Hyderabad dated/ 30 / 03 /2015.

LETTER OF ACCEPTANCE

To,

M/s Inter Nationals Traders  
Office No.1&2 Mengal Plaza  
Opposite Becaon School System  
Qasimabad Hyderabad.

SUBJECT:

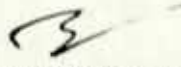
NIT NO.PD/49/2015 DATED.20.02.2015.

It is to inform that your submitted bid for the work "Water Supply Scheme Johi District Dadu" - Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement is found responsive and ranked the lowest in competition.

Therefore, your offered bid price of Rs. 222916078/- (Rupees Twenty Two Crore Twenty Nine Lac Sixteen Thousand and Seventy Eight) only is accepted.

You are required to attend the office of the undersigned within 3 days of issue of this letter to execute the Contract Agreement for issuance of letter of award (work order).

You are also directed to submit valid performance security as detailed in the bidding documents.

  
9/6 (NAFEES AHMED SHAUKANI)  
PROJECT DIRECTOR  
W/S SCHEME (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for information.







NO.DB/PD/ 118 /of/2015.  
OFFICE OF THE PROJECT DIRECTOR  
W/S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD

Hyderabad dated 06/04/2015.

To,

M/s Internationals Traders  
Office No.1&2 Mengal Plaza  
Opposite Becaon School System  
Qasimabad **Hyderabad.**

SUBJECT: WATER SUPPLY SCHEME JOHI TALUKA JOHI  
DISTRICT DADU.

REF'NCE: Your offer for Tender on dated.13.03.2015.


The undersigned is pleased to accept your tender @24.75% above (Twenty Four point Seventy Five percent) above on the schedule items of the schedule "B" which comes out @ 18.49% above (Eighteen point Forty Nine percent) above on Estimated cost for the subjected work.

The total tender cost of work comes to Rs.22,29,16,078/- (Rupees Twenty Two Crore Twenty Nine Lac Sixteen Thousand and Seventy Eight) only.

No premium will be allowed on non-schedule items.

You are directed to start the work within 7 days from the date of issue of this work order and complete the same with in the period of (09 months).

The work must be carried out as per PWD/PHE Specifications under the supervision and satisfaction of Executive Engineer Public Health Engineering Division Dadu.

  
(NAFEES AHMED SHAIKH)  
PROJECT DIRECTOR  
W / S SCHEMES (FLOOD AFFECTED AREAS)  
ASSISTED THROUGH SWAP AGREEMENT  
HYDERABAD.

C.C to the:-

Chief Engineer Public Health Engineering Department  
Government of Sindh Hyderabad for his kind information.

Manager (CB) Sindh Public Procurement Regulatory Authority  
Barrack No.8 Sindh Secretariat A-4 Court Road Karachi for  
hoisting the same of SPPRA website.

Executive Engineer Public Health Engineering Division Dadu  
for information. He is directed to intimate actual date of start of  
the work.



NIT NO.PD/49 DATED:- 20.02.2014

METHOD OF PROCUREMENT SINGLE STAGE ONE ENVELOPE (NCB)

MINUTES OF BID OPENING MEETING

A meeting of the procurement committee for Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement was held to day the 13<sup>th</sup> March 2015 at 3.0 PM for opening the bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all the below signing members of the procurement committee and the representative of bidders. The attendance sheet of Contractors is annexed.

The following bidders submitted their bids till the deadline of submission:

S.No.	Name of Bidders
1	M/s Mohammad Iqbal Shaikh & Co.
2	M/s Al-Riaz Inter Prises
3	M/s Kazi Nisar Ahmed & Co.
4	M/s International Traders

The bids were opened in the presence of the above mentioned participants and the rates quoted by bidders were read aloud, encircled by Chairman of the Procurement committee and signed each and every page of financial proposal / bids. The bids do not contain any over-writing or cutting. Following bids are announced:

**A- WATER SUPPLY SCHEME SITA ROAD TALUKA K.N.SHAH DISTRICT DADU.**

S.#	Name of Bidders	Offered Price	Amount of Bid Security	Call Deposit No.	Date
01	M/s Al-Riaz Inter Prises	109288600/-	1900000/- 300000/-	0257731 0257740	12.03.2015 12.03.2015
02	M/s Mohammad Iqbal Shaikh & Co.	109367773/-	2250000/-	3808	13.03.2015
03	M/s International Traders	110224283/-	2200000/-	2001612	11.03.2015



**B- WATER SUPPLY SCHEME JOHI TALUKA JOHI DISTRICT DADU**

S.#	Name of Bidders	Offered Price	Amount of Bid Security	Call Deposit No. Date	
01	M/s International Traders	222916078/-	4400000/- 100000/-	2411401 9664166	12.03.2015 13.03.2015
02	M/s Al-Riaz Inter Prises	223549921/-	2514000/- 2000000/-	0257732 0257739	12.03.2015 12.03.2015
03	M/s Mohammad Iqbal Shaikh & Co.	224786687/-	4600000/-	3806	13.03.2015
04	M/s Kazi Nisar Ahmed & Co.	Not Tendered			

**C- IMPROVEMENT & EXTENSION OF WATER SUPPLY SCHEME MEHAR TALUKA MEHAR DISTRICT DADU.**

S.#	Name of Bidders	Offered Price	Amount of Bid Security	Call Deposit No. Date	
01	M/s Mohammad Iqbal Shaikh & Co.	234391627/-	4700000/-	3807	13.03.2015
02	M/s International Traders	235093972/-	5000000/-	2001624	13.03.2015
03	M/s Kazi Nisar Ahmed & Co.	235620730/-	4920000/-	3811	13.03.2015

**D- IMPROVEMENT & EXTENSION OF WATER SUPPLY SCHEME MAKLI TALUKA THATTA DISTRICT THATTA.**

S.#	Name of Bidders	Offered Price	Amount of Bid Security	Call Deposit No. Date	
01	M/s Mohammad Iqbal Shaikh & Co.	73996855/-	1550000/-	3805	13.03.2015
02	M/s Al-Riaz Inter Prises	74233098/-	1250000/- 250000/-	0257733 0257741	12.03.2015 12.03.2015
03	M/s International Traders	74548088/-	1500000/-	2001616	11.03.2015
04	M/s Kazi Nisar Ahmed & Co.	Not Tendered			



The committee shall examine responsiveness of all the bids as per the Qualification / Eligibility Criteria provided in the bidding documents, arithmetical checks and verify the documents and bid security submitted by the bidders. The BER and comparative statement shall be sent to SPPRA after detailed scrutiny of the bids

The meeting ended with the vote of thanks from the chair.



**(Ramchandra)**  
Executive Engineer  
PHE Div. Dadu /Thatta



**(Hassan Abass)**  
Executive Engineer  
DMC Karachi



**(Naeem Akhtar Memon)**  
Executive Engineer  
Thatta Drg.Div. Thatta



**(Masroor Ali Arbab)**  
Executive Engineer (H.Q)  
PHED Hyderabad



**(Anjneer Lal)**  
Director (Technical)  
PHED Hyderabad







## ATTENDANCE SHEET

ATTENDANCE SHEET OF CONTRACTORS PARTICIPATED IN BID OPENING MEETING

NAME OF SCHEME: WATER SUPPLY SCHEMES (FLOOD AFFECTED AREAS) ASSISTED THROUGH SWAP AGREEMENT.

BID OPENING DATE: 13.03.2015

S.#	NAME OF CONTRACTOR	SIGNATURE
1	M/s Intermedial Tenders	
2	M/S Muhammad Syed Shahid S/O:	
3	M/s Al RIAZ ENTERPRISES	
4	Kazi Nisar Ahmed & Co	
5		



## Bid Evaluation Report

1. Name of Procuring Agency: Project Director W/S Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad
2. Tender Reference No: No.PD/49 dated 20 02 2015.
3. Name of Work: Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement. Water Supply Scheme Sita Road Taluka K.N.Shah District Dadu
4. Method of Procurement: Open Competitive Bidding Single Stage One Envelope
5. Tender Published: SPPRA WEB SITE **24-02-2015**  
Daily News papers Nae-Bat (Urdu) dated.26.02.2015, Dawn (English) dated.26.02.2015, Jang (Urdu) dt.26.02.2015, Apeal (Sindhi) dated.27.02.2015, Anjam (Urdu) dated.27.02.2015, Sindh Express (Sindhi) dated.26.02.2015.
6. Total Bid Documents Sold: 03 Nos.
7. Total Bid Received 03 Nos.
8. Technical Bid Opening date: Not Applicable
9. No. of Bid Technically qualified Not Applicable
10. Bid(s) Rejected: NIL
11. Financial Bid Opening date: 13.03.2015.

### 12. Bid Evaluation Report

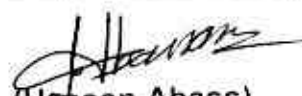
S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reason for acceptance/rejection	Remarks
01	M/S Al-Riaz Enter Prize	109288600/-	1 <sup>st</sup> Lowest	15.20% above	Responsive Bid	Recommended for award of work
02	M/S Mohammad Iqbal Shaikh & Co.	109367773/-	2 <sup>nd</sup> Lowest	15.28% above	Responsive Bid	---
03	M/S International Traders	110224283/-	3 <sup>rd</sup> Lowest	16.18% above	Responsive Bid	----

  
(Ramchand)

Executive Engineer  
PHE Div. Dadu/ Thatta

  
(Naeem Akhtar Memon)

Executive Engineer  
Thatta Drg.Div.Thatta

  
(Hassan Abass)

Executive Engineer  
DMC Karachi

  
(Masroor Ali Arbab)

Executive Engineer (H.Q)  
PHED Hyderabad

  
(Anjneer Lal)

Director (Technical)  
PHED Hyderabad



**COMPARATIVE STATEMENT / BID EVALUATION REPORT**  
**Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad of Water Supply Scheme Sita Road**

Name of Scheme: \_\_\_\_\_  
 NIT Reference No: \_\_\_\_\_ No.PD/49 dated 20.02.2015 Bid Submission Date & Time: 13.03.2015 @ 2.00 PM Bid Opening Date & Time: 13.03.2015 @ 3.00 PM

As per Bid Evaluation								As per Contract Provision / Technical Sanction							
S.#	Name of bidders	Amount of (FCSI) BOQ	Amount of N.S Items BOQ	Rate Quoted by Contractor (Above)	Amount of Rate Quoted by Contractor	Total Contract Amount	Add Amount of Expected Escalation	Total Bid Value (7+8)	Amount of BOQ	Cost of Carriage	10% premium Sch: of Material	Add 20% Premium	Estimate Cost of Escalation	Cost of Contingency	Total (10 to 15)
1	M/S Al-Riaz Inter Price	71975602	15756305	29.95% above	21556693	109288600		109288600	87731907	7138980					92870887
2	M/S Mohammad Iqbal Shahid & Co.	71975602	15756305	30.00% above	21635866	109367773		109367773	87731907	7138980					92870887
3	M/S International Traders	71975602	15756305	31.25% above	22192376	110224283		110224283	87731907	7138980					92870887

Total Bid Value: 109288600  
 Estimate Cost (-): 92870900  
 Difference: 14417700X100 = 15.20% above on E.C cost  
 92870900

Estimate Sanctioned by the Chief Engineer / PD PHED, Govt. of Sindh Hyderabad Vide No.PD/DB/47 dated 13.02.2015  
 Amount Sanctioned to Rs.92870900/-


There is 15.20% Excess over Estimated Cost which is well within the permissible limit of 15% as such rate quoted by M/s Al-Riaz Enger Prize Government Contractor at 29.95% above on C/SI (Except Non-Schedule) may please be approved.

  
 (Rameshwar)  
 Executive Engineer  
 PHED Div. Dadu/ Thatta

  
 (Hassan Abbasi)  
 Executive Engineer  
 DMC Karachi

  
 (Naeem Akhtar Memon)  
 Executive Engineer  
 Thatta Div. Thatta

  
 (Mansoor Ali Arbab)  
 Executive Engineer (H.O)  
 PHED Hyderabad

  
 (Engineer Tail)  
 Director (Technical)  
 PHED Hyderabad



## Bid Evaluation Report

- |                                     |   |
|-------------------------------------|---|
| 1. Name of Procuring Agency:        | Project Director W/S Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad.  |
| 2. Tender Reference No:             | No.PD/49 dated.20.02.2015.  |
| 3. Name of Work:                    | Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement<br>Water Supply Scheme Johi Taluka Johi District Dadu.  |
| 4. Method of Procurement:           | Open Competitive Bidding Single Stage One Envelope  |
| 5. Tender Published:                | SPPRA WEB SITE <b>24-02-2015</b><br>Daily News papers Nae-Bat (Urdu) dated.26.02.2015. Dawn (English) dated.26.02.2015. Jang (Urdu) dt.26.02.2015, Apeal (Sindhi) dated.27.02.2015. Anjam (Urdu) dated.27.02.2015. Sindh Express (Sindhi) dated.26.02.2015. |
| 6. Total Bid Documents Sold:        | 04 Nos.   |
| 7. Total Bid Received               | 03 Nos  |
| 8. Technical Bid Opening date:      | Not Applicable  |
| 9. No. of Bid Technically qualified | Not Applicable  |
| 10. Bid(s) Rejected:                | NIL   |
| 11. Financial Bid Opening date:     | 13.03.2015.   |

### 12. Bid Evaluation Report

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reason for acceptance/ rejection	Remarks
01	M/S International Traders	222916078/-	1 <sup>st</sup> Lowest	18.49% above	Responsive Bid	Recommended for award of work
02	M/S Al-Riaz Enter Prize	223549921/-	2 <sup>nd</sup> Lowest	18.83% above	Responsive Bid	---
03	M/S Mohammad Iqbal Shaikh & Co	224786687/-	3 <sup>rd</sup> Lowest	19.48% above	Responsive Bid	----
04	M/S Kazi Nisar & Co			Not Tendered		

  
(Ramchand)

Executive Engineer  
PHE Div. Dadu/ Thatta

  
(Naeem Akhtar Memon)

Executive Engineer  
Thatta Drg.Div.Thatta

  
(Hassan Abass)

Executive Engineer  
DMC Karachi

  
(Masroor Ali Arbab)

Executive Engineer (H.Q.)  
PHED Hyderabad

  
(Anjneer Lal)

Director (Technical)  
PHED Hyderabad



**COMPARATIVE STATEMENT / BID EVALUATION REPORT**  
**Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad.**  
**Water Supply Scheme Johi**

Name of Scheme: \_\_\_\_\_

NIT Reference No. \_\_\_\_\_

No. PD/49 dated 20.02.2015 Bid Submission Date & Time: 13.03.2015 @ 2.00 PM

Bid Opening Date & Time: 13.03.2015 @ 3.00 PM

As per Bid Evaluation										As per Contract Provision / Technical Sanction					
S#	Name of Bidders	Amount of (CSI) BOQ	Amount of N.S Items BOQ	Rate Quoted by Contractor (Above)	Amount of Rate Quoted by Contractor	Total Contract Amount	Add Amount of Expected Escalation	Total Bid Value (7+8)	Amount of BOQ	Cost of Carriage	10% premium Sch. of Material	Add 20% Premium	Estimate Cost of Escalation	Cost of Contingency (10 to 15)	Total (10 to 15)
1	M/S International Traders	154595750	30057880	24.75% above	38262448	222916078		222916078	184653630	3477071					188130700
2	M/S Al-Razzi Inter Trade	154595750	30057880	25.16% above	38806291	223549921		223549921	184653630	3477071					188130700
3	M/S Muhammad Iqbal Shaukh & Co	154595750	30057880	25.96% above	40133057	224786687		224786687	184653630	3477071					188130700
4	M/S Kazi Nisar Ahmed & Co														
Not Tenders															

Total Bid Value: **222916078**

Estimate Cost (-): **188130700**

Difference: **34785378.100**

= 18.49% above on E/C cost

Estimate Sanctioned by the Chief Engineer / PD PHED, Govt. of Sindh Hyderabad Vide No PD/DIR/45 dated 13.02.2015  
 Amount Sanctioned is Rs. 188130700/-

There is 18.49% Excess over Estimated Cost which is within the permissible limit of P.C-1 as such rate quoted by M/s International Traders Government Contractor at 24.75% above on CSI (Except Non-Schedule) may please be approved.

  
 (Ramchand)  
 Executive Engineer  
 PHE Div. Dadu/Thatta

  
 (Hassan Abbas)  
 Executive Engineer  
 DMIC Karachi

  
 (Naeem Akhtar Memon)  
 Executive Engineer  
 Thatta Div. Thatta

  
 (Masroor Ali Arshad)  
 Executive Engineer (H.O)  
 PHED Hyderabad

  
 (Engineer Tariq)  
 Director (Technical)  
 PHED Hyderabad



## Bid Evaluation Report


1. Name of Procuring Agency: Project Director W/S Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad.
2. Tender Reference No: No.PD/49 dated 20.02.2015.
3. Name of Work: Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement Improvement & Extension of Water Supply Scheme Mehar Taluka Mehar District Dadu.
4. Method of Procurement: Open Competitive Bidding Single Stage One Envelope
5. Tender Published: SPPRA WEB SITE **24-02-2015**  
Daily News papers Nae-Bat (Urdu) dated.26.02.2015, Dawn (English) dated.26.02.2015, Jang (Urdu) dt 26.02.2015, Apeal (Sindhi) dated.27.02.2015, Anjam (Urdu) dated.27.02.2015, Sindh Express (Sindhi) dated.26.02.2015.
6. Total Bid Documents Sold: 03 Nos.
7. Total Bid Received: 03 Nos.
8. Technical Bid Opening date: Not Applicable
9. No. of Bid Technically qualified: Not Applicable
10. Bid(s) Rejected: NIL
11. Financial Bid Opening date: 13.03.2015.


### 12. Bid Evaluation Report

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reason for acceptance/ rejection	Remarks
01	M/S Mohammad Iqbal Shaikh & Co.	234391627/-	1 <sup>st</sup> Lowest	19.00% above	Responsive Bid	Recommended for award of work
02	M/S International Traders	235093972/-	2 <sup>nd</sup> Lowest	19.37% above	Responsive Bid	---
03	M/S Kazi Nisar Ahmed % Co.	235620730/-	3 <sup>rd</sup> Lowest	19.63% above	Responsive Bid	---

  
**(Ramchand)**  
Executive Engineer  
PHE Div. Dadu /Thatta

  
**(Naeem Akhtar Memon)**  
Executive Engineer  
Thatta Drg.Div.Thatta

  
**(Hassan Abass)**  
Executive Engineer  
DMC Karachi

  
**(Masroor Ali Arbab)**  
Executive Engineer (H.Q)  
PHED Hyderabad

  
**(Anjneer Lal)**  
Director (Technical)  
PHED Hyderabad



**COMPARATIVE STATEMENT / BID EVALUATION REPORT**  
**Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad.**  
**Improvement & Extension of Water Supply Scheme Mehar**

Name of Scheme: **NT Reference No. No.PD/49** dated 20.02.2015 Bid Submission Date & Time: **13.03.2015 @ 2.00 PM**  
 Bid Opening Date & Time: **13.03.2015 @ 3.00 PM**

As per Bid Evaluation								As per Contract Provision / Technical Sanction							
S.#	Name of Bidders	Amount of (CSI) BOQ	Amount of M.S Items BOQ	Rate Quoted by Contractor (Above)	Amount of Rate Quoted by Contractor	Total Contract Amount	Add Amount of Expected Escalation	Total Bid Value (7+8)	Amount of BOQ	Cost of Carriage	10% Premium Sch. of Material	Add 20% Premium	Estimate Cost of Escalation	Cost of Contingency	Total (10 to 15)
1	M/S Mohammad Iqbal Shaikh & Co	175586229	17718220	23.40% above	41087178	234391627		234391627	193304449	3648778					196953227
2	M/S International Traders	175586229	17718220	23.80% above	41789523	235093972		235093972	193304449	3648778					196953227
3	M/S Kuzi Nisar Ahmed & Co	175586229	17718220	24.10% above	42316281	235620730		235620730	193304449	3648778					196953227

Total Bid Value: **234391627**  
 Estimate Cost (-): **196953200**  
 Difference: **37438427.627** = **19.00% above on E.C. cost**  
 196953200

Estimate Sanctioned by the Chief Engineer / PD, PHEID, Govt. of Sindh Hyderabad Vide No.PD/DB-46 dated 13.02.2015  
 Amount Sanctioned to Rs:196953200/-

There is 19.00% excess over Estimated Cost which is within the permissible limit of P.C. as such rate quoted by M/s Mohammad Iqbal Shaikh & Co: Government Contractor at 23.40% above on CSI (Except Non-Schedule) may please be approved.

  
 (Rahmatullah)  
 Executive Engineer  
 PHE, Div. Dada/ Thatta

  
 (Hassan Abbasi)  
 Executive Engineer  
 DMC Karachi

  
 (Raees Akhtar Memon)  
 Executive Engineer  
 Thatta Div. Dada/ Thatta

  
 (Masroor Ali Arbab)  
 Executive Engineer (H.O)  
 PHEID Hyderabad

  
 (Engineer Tariq)  
 Director (Technical)  
 PHEID Hyderabad




## Bid Evaluation Report

1. Name of Procuring Agency: Project Director W/S Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad.
2. Tender Reference No: No.TC/49 dated.20.02.2015.
3. Name of Work: Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement Improvement & Extension of Water Supply Scheme Makli Taluka Thatta District Thatta.
4. Method of Procurement: Open Competitive Bidding Single Stage One Envelope
5. Tender Published: SPPRA WEB SITE **24-02-2015**  
Daily News papers Nae-e-Bat (Urdu) dated.26.02.2015, Dawn (English) dated.26.02.2015, Jang (Urdu) dt.26.02.2015, Apeal (Sindhi) dated 27 02 2015, Anjam (Urdu) dated.27.02.2015, Sindh Express (Sindhi) dated.26.02.2015.
6. Total Bid Documents Sold: 04 Nos.
7. Total Bid Received: 03 Nos.
8. Technical Bid Opening date: Not Applicable
9. No. of Bid Technically qualified: Not Applicable
10. Bid(s) Rejected: NIL
11. Financial Bid Opening date: 13.03.2015

### 12. Bid Evaluation Report

S.#	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reason for acceptance/ rejection	Remarks
01	M/S Mohammad Iqbal Shaikh & Co	73996855	1 <sup>st</sup> Lowest	18.60% above	Responsive Bid	Recommended for ward of work.
02	Al-Riaz Inter Prize	74233098	2 <sup>nd</sup> Lowest	18.98% above	Responsive Bid	---
03	M/S International Traders	74548088	3 <sup>rd</sup> Lowest	19.48% above	Responsive Bid	---
04	M/S Kazi Nisar Ahmed & Co.				Not Tended	

  
(Ramchand)  
Executive Engineer  
PHE Div. Dadu/ Thatta

  
(Naeem Akhtar Memon)  
Executive Engineer  
Thatta Drg.Div.Thatta

  
(Hassan Abass)  
Executive Engineer  
DMC Karachi

  
(Masroor Ali Arbab)  
Executive Engineer (H.Q)  
PHED Hyderabad

  
(Anjneer Lal)  
Director (Technical)  
PHED Hyderabad



Name of Scheme

**COMPARATIVE STATEMENT / BID EVALUATION REPORT**  
**Water Supply Schemes (Flood Affected Areas) Assisted through SWAP Agreement Hyderabad of**  
**Improvement & Extension of Water Supply Scheme Makli District Thatta.**

NIT Reference No.

No.PD/49 dated 20.02.2015

Bid Submission Date & Time  
 13.03.2015 @ 2.00 PM

Bid Opening Date & Time 13.03.2015 @ 3.00 PM

As per Bid Evaluation										As per Contract Provision / Technical Sanction					
S#	Name of Bidders	Amount of (CSI) BOQ	Amount of N.S Items BOQ	Rate Quoted by Contractor (Above)	Amount of Rate Quoted by Contractor	Total Contract Amount	Add Amount of Expected Escalation	Total Bid Value (7+8)	Amount of BOQ	Cost of Carriage	10% premium Sch: of Material	Add 20% Premium	Estimate Cost of Escalation	Cost of Contingency	Total (10 to 15)
1	M/S Mohammad Iqbal Shaikh & Co	₹2498378	9423850	2.70% above	12074037	73996855		73996855	61922228	470472					62392700
2	M/S Al-Raz International	₹2498378	9423850	21.45% above	12310870	74231908		74231908	61922228	470472					62392700
3	M/S International Traders	₹2498378	9423850	21.05% above	12625860	74548088		74548088	61922228	470472					62392700
4	M/S Kazi Nisar Ahmed & Co														

Total Bid Value 73996855  
 Estimate Cost (-) 62392700  
 Difference 11604155.100 = 18.60% above on E/C cost

Estimate Sanctioned by the Chief Engineer / P/E PHEID, Govt of Sindh Hyderabad Vide No P10/38/44 dated 13.02.2015  
 Amount Sanctioned to Rs 62392700.

There is 18.60% Excess over Estimated Cost which is within the permissible limit of 'P.C.' as such rate quoted by M/s Mohammad Iqbal Shaikh & Co. Government Contractor at 23.00% above on CSI (Except Non-Schedule) may please be approved.

(Ranchhori)  
 Executive Engineer  
 PHE, Div. Dadu/ Thatta

(Massan Abbasi)  
 Executive Engineer  
 DMK, Karachi

(Naeem Akhtar Memon)  
 Executive Engineer  
 Thatta Drg. Div. Thatta

(Masroor Ali Arbab)  
 Executive Engineer (H.O.)  
 PHEID Hyderabad

(Amir-e-Tab)  
 Director (Technical)  
 PHEID Hyderabad