



UNIVERSITY OF SINDH
JAMSHORO SINDH, PAKISTAN



Engr: Qamar-ul-Hassan Memon
EXECUTIVE ENGINEER-II

FACE SHEET

NAME OF WORK: REMAINING WORK OF AUDITORIUM AT INSTITUTE OF
SINDHOLOGY.

The tender contains 15 pages issued to M/S _____

Contractor on _____

DIVISIONAL ACCOUNTANT

SUMMARY OF COST

Cost of Non Schedule item Rs. _____

CONTRACTOR

UNIVERSITY OF SINDH

ENGINEERING DEPARTMENT

Percentage Rate Tender and Contract for Works

General Rules and Directions for the Guidance of Contractors

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

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

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

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

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

5. The Executive Engineer or his duly authorised Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Executive Engineer shall authorize the University Accounts Department to refund the amount of the earnest money 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 the 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 the University unless it is signed by the Executive Engineer.

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

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

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

Dated

* In figures as well as in words.

Tender for Works

I/We hereby tender for the execution for the University of Sindh (herein before and hereinafter referred to as The University of Sindh) of the work specified in the underwritten memorandum within the time specified in such memorandum at* per cent below/above the estimated rates entered in Schedule B (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule I hereof and in Cause 12 of the annexed conditions of contract and agree that when materials of the work are provided by the University such materials and the rates to be paid for them shall be as provided in Schedule A hereto.

Memorandum

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

(a) General description Rs.

(b) Estimated cost Rs.

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

(c) Earnest money Rs.

(d) The deposit shall be in accordance with paras 516 and 521 of the P.W.D. Manual.

(d) Security deposit-(including earnest money) Rs.

(e) This percentage where no security deposit is taken, will vary from 5 per cent to 10 per cent according to the requirements of the case. Where security deposit is taken, see note to Clause I of conditions of contracts.

(e) Percentage, if any, to be deducted from bills per cent

(Rupees

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

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

Should this tender be accepted I/We hereby agree to abide by and fulfil all the and provisions of the conditions of contract annexed hereto so far as applicable, and in a default thereof to forfeit and pay to the University the sums of money mentioned in the said conditions.

† Amount to be specified in words and figures.

Receipt No, dated from the University Accounts

Deptt, at in respect of the sum Rs. †

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

is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to the University should I/We not deposit 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 the University

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

on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the University on account of the security deposit specified in Clause (B) of the said conditions.**

**Signature of contractor before submission of tender.

Dated the day of 200

† Signature of witness to contractor's Signature.

(Witness)†

(Address)

(Occupation)

*Signature of the officer by whom accepted.

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

* Executive Engineer

(or his duly authorised Assistant)

Conditions of Contract

Security deposit.

Clause 1.— The person/persons whose tender may be accepted (hereinafter called the contractors) shall (A) (within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than, Rs. 1,000 upto Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash 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 the University at the time of making any the payment to him for work done under the contract to deduct such sum as will (With the earnest money deposited by him) amount to * per cent of all moneys so payable; such to be held by the University by way of security deposit); Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to ¶ per cent of the total estimated cost of the work; it shall be lawful for the University at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the University under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom or from any sums which may be due or may become due by the University to the contractor on any account whatsoever, 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 there-after, make good in cash or the University 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 the tender/contract already accepted shall be considered as called and legal steps taken against the contractor for recovery of the amounts.

The security deposit lodged by a contractor shall be refunded after the expiry of six/twelve months from the date on which the final bill is prepared.

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

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

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

Compensation for delay.

**	of the work in**	of the time
	do.	do.
	do.	do.

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

and abide by the programme of detailed progress laid down by the Executive Engineer. The following proportions will usually be found suitable:-

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

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

¶ The amount of this percentage not exceeding 10% will be fixed in every case to suit requirements e.g if it is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work, only amounts to 60% should be deducted and on.

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 per cent or such smaller amount as the Vice-Chancellor (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete: Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

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

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

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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his 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 the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the University under the contract otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

Action when whole of security deposit is forfeited.

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

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

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

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

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

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

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

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

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

Clause 8.— No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred, the contractor shall, on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate to such approval and passing of the sum so payable shall be final 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 Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim; nor shall it conclude, determine, or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause 9.— The rates for several times of works estimated to cost more than Rs. 1,000 agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items

Extension of time

Final certificate.

Removal of 'Bundhis'

Payments of Intermediate certificates to be regarded as advance.

Payments at reduced rates on account of item of work not accepted as

completed to be the discretion of the Engineer-in-charge.

of work are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Bills to be submitted monthly.

Clause 10.— 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-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill as aforesaid, the Engineer-in-charge may at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorised agents whose counter-signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on printed forms.

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

Stores supplied by University.

Clause 12.— If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of the University or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit, or the proceeds of sale thereof if the security deposit is held in University securities, the same or a sufficient portion thereof shall in that case be sold for the propose. All materials supplied to the contractor shall remain the absolute property of the University and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the University store, if the Engineer-in-charge so requires by a notice in writing under his hand, but the contractor shall not be entitled to return any such materials except with the consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

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

Clause 13.— The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner, and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initiated by the parties, the said specifications being a part of the contract. The contract or shall also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access of such office, or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Alterations in specifications and designs not to invalidate contract.

Clause 14.— The Engineer-in-charge shall have power to make any alterations in, or additions to, the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at* () per cent, below/above the rate shown for such work in the schedule of rates of the Division and if such last-mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of

Extension of time in consequence of Alterations.

Rates for works not entered in estimate, or schedule of rates of the district.

*Enter here percentage, shown in tender.

the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, then he shall allow him that rate, but if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider divisible, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly thereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Vice-Chancellor will be final.

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

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

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

Time limit for unforeseen claims.

Clause 17.— If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the writing intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the material or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Action and compensation payable in case of bad work.

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

Where to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

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

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

Contractor to supply plant, ladders, scaffoldings, etc.

Clause 21.— 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 University Stores), plant tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the 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 expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

Measure for prevention to fire.

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

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

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

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

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

Clause 24.— 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.

Work on Fridays, work not to be subject.

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

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

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

if the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the University and the same consequences shall ensue as 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 theretofore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified.

Clause 29.- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Vice-Chancellor 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 Vice-Chancellor

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 Vice Chancellor for the time being shall be final, conclusive, And binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions here-in before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, order 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 Vice-Chancellor to be final.

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

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

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

Lump sums in estimate.

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

Action where no specification on.

Clause 34.- The expression "works" or "work" where used in these conditions shall unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Definition of works.

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

Contractor's percentage whether applied to net or gross amounts of bill.

Clause 36.- All quarry fees, royalties, octroi dues and ground rent for stacking materials,

Refund of quarry fees and royalties.

if any, should be paid by the contractor, who will, however, be entitled to a refund of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for use on the University work.

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

Compensation under the Workmen's Compensation Act.

of the contractor, it shall be recoverable by the University from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause I above.

Claim for quantities entered in the tender or estimate.

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

Employment of feminine etc. labour.

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

Claim for compensation for delay in starting the work.

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

Claim for compensation for delay in the execution of work.

Clause 41.— No compensation shall be allowed for any delay in the execution of the work on account of water standing in barrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in barrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

Entering upon or commencing any portion of work.

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

Minimum age of person employed, the employment of donkeys or other animals.

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

(ii) No contractor shall employ donkeys or other animals with 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 stores, lameness or emaciation or which is immature shall be employed on the work.

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

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

Pakistan Timbers to be used.

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

Certificate for concessionary freight charges from the Railway.

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

Procedure for acceptance of tenders when tendered rates are same.

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.

Recovery of dues from contractor as arrears of Land Revenue.

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

Partnership of M.L. As, is forbidden.

Clause 48.— Certified that no member of Legislative Assembly is in partnership with me and the University 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.

Payment of Sales Tax.

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

Interest of shares of University servant in the work.

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

Additional Clause.— The contractor will not be allowed to withdraw his Tender or ask for return of his Earnest Money before the expiry of the period commencing from the date of opening of Tender and that if it is withdrawn in violation of this condition, the Earnest Money will be forfeited when the sanctioning Authority of the Tender is:

(1) Executive Engineer	One Month
(2) Project Director	Two Months
(3) Vice-Chancellor	Three Months
(4) Syndicate	Six Months

Contractor

Executive Engineer
Sindh University Construction Works

SCHEDULE A

Schedule showing (approximately) the materials to be supplied from the University Stores for work 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.

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

SCHEDULE B*Memorandum showing Items of work to be carried out*

Item No.	Quantities estimated but may be more or less	Item of work	Tendered rate		Unit	Total amount according to estimated quantities
			In figures	In words		

Note 1. All work shall be carried out as per Public Works Department Handbook and other specifications of the Division or as directed.

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

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

(Signature of Contractor)

(Signature of Executive Engineer)

Note:- To be continued on additional sheets if found necessary.

ADDITIONAL TERMS & CONDITIONS

1. The contractor will have to fill tender form carefully by filling all the entries properly, incomplete tender form will not be accepted.
2. Signature of contractor must be stamped properly.
3. The Executive Engineer reserves the right to change any item specification during execution of the work which will be acceptable.
4. The contractor will have to follow the instruction of Assistant Engineer as well as of Executive Engineer at site.
5. The Contractor will have to do the work as per specification and in case of any complication he will have to follow the instructions of Executive Engineer.
6. The contractor will have to arrange site order book at site of work with technical person.
7. The contractor will have to accept the decision of Procurement Committee and in case of any cry he will to submit it before Procurement Committee at the time of opening tender after that no claim of contractor will be entertained.
8. The contractor is bound with at least 30% changes in specification design etc during execution of work. He will have to get all the instruction in written from concerned person for changes.
9. The contractor will have to prepare his running bill by his own staff on pad of company & submitted to Assistant Engineer. The payment of 15 days from the date of Receipt will be released.
10. The contractor will have to accept correction/changes in bills which will be made by Assistant Engineer/Executive Engineer.
11. The Contractor will have to arrange his own security system for his material at site.
12. Opening tender committee reserve the right reject any tender without assigning the reason.
13. All the material of approved quality will be used. Sample of all the material, fixture will be got approved in advance.
14. Water will be provided by University and 2% water charges will be deducted, in case the University fails to provide the water, the contractor will have to arrange the water from his own sources for which no deduction will be made on account of water charges.
15. The contractor will strictly bound with the quantity and items of B.O.Q. and in case of excess no payment will be made till the contractor obtain orders of Executive Engineer in Written.
16. The contractor will have to complete work within contract cost and payment nothing will be paid beyond the contract cost till the order of Executive Engineer are obtained
17. The contractor will have to pay cost stamps duty 0.30% of contract cost.
18. The contractor will quote his own rates for Non Schedule items and no premium will be allowed on same items.
19. Agreement will be signed at the time of issuing Work Order.
20. If work is not completed in stipulated completion period upto 10% penalty will be deducted from bill.
21. All Taxes will be deducted from bill as per Govt. policy.


EXECUTIVE ENGINEER

CONTRACTOR

15

SCHEDULE "B"

SUBJECT: REMAINING WORK OF AUDITORIUM AT INSTITUTE OF SINDHOLOGY.

Sr.	Items	Qty	Rate	Unit	Amount
01	Repair of old chairs by replacement master foam regzeen of seats (approved quality) and back as per instruction of Incharge (Standard quality Master foam will be used) MR	120.0		Each	
02	New Chairs with cussion with Master foam and approved quality regzeen with cost iron / steel frame similar fixed at site and as per instruction of Incharge. MR	80.0		Each	
				Rs.	

F. M. Khan
EXECUTIVE ENGINEER
S.U. Engineering Wing,
Jamshoro.

Ats-07
Asst. Engineer
Class. Section, Jamshoro.

[Signature]
Sub-Div.
S.U. Eng. Wing,
Jamshoro.