MEHRAN UNIVERSITY OF ENGINEERING AND TECHNOLOGY, JAMSHORO.

ISO-9001 : 2000 CERTIFIED



TENDER DOCUMENT

FOR

SUPPLY OF STATIONARY ITEMS

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- **3. Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- **4.** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative 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 contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- **6.** All works shall be measured by standard instruments according to the rules.
- **7.** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- **8.** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- **9.** Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- **10.** Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- 4 -

BIDDING DATA

(This section should be filled in by the Purchase & Store Officer/Procuring Agency before issuance of the Bidding Documents).

a) Name & Address of the

b) Brief Description of Works

Mehran University of Engg: & Technology, Jamshoro.

procuring agency.

Supply of Stationary Items, MUET, Jamshoro.

c) Estimated Cost

1.8(M)

d) Amount of Bid Security

2% (Rs:36,000/-)

e) Period of Bid Validity

90 days.

f) Amount of Bid Security

10% (2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill

8%

h) Deadline of submission of Bids along with time: 17th April, 2014 upto 12.00 (Noon)

I) Venue, Date & Time of Bid opening: Office of Purchase & Store Officer, 17th April, 2014

at 12.30 (PM)

j) Time for Completion from written order of commence: 01 (one) Month.

k) Liquidity damages

: ----- (05% of Estimated cost or Bid cost)

1) Stamp duty

0.30% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Purchase & Store Officer or of in subordinate of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause -2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Purchase & Store Officer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Purchase & Store Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- **(B)** The Purchase & Store Officer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above:
 - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Purchase & Store Officer/Procuring Agency, the contractor shall have:-
 - (i) 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,
 - (ii) however, the contractor can claim for the work done at site duly certified by the Purchase & Store Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Purchase & Store Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Purchase & Store Officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Purchase & Store Officer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Purchase & Store Officer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Purchase & Store Officer and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Purchase & Store Officer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Purchase & Store Officer may prepare a bill from such list which shall be binding on the contractor in all respects.

The Purchase & Store Officer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Purchase & Store Officer from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Purchase & Store Officer's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Purchase & Store Officer may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Purchase & Store Officer is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Purchase & Store Officer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of higher authority..
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Purchase & Store Officer- or his subordinate of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Purchase & Store Officer shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Purchase & Store Officer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) Inspection of Operations. The Purchase & Store Officer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Purchase & Store Officer shall give the contractor reasonable notice of the intention of the Purchase & Store Officer or his subordinate to visit the work shall have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Purchase & Store Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Purchase & Store Officer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Purchase & Store Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Purchase & Store Officer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Purchase & Store Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Purchase & Store Officer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Purchase & Store Officer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Purchase & Store Officer (hereinafter called the Purchase & Store Officer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Purchase & Store Officer, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii)	Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not
	later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Purchase & Store Officer has certified that all defects notified to the contractor before the end of this period have been corrected, 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.

Divisional Accountant

Contractor

Purchase & Store Officer

BILL OF QUANTITIES

MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO STATIONARY ITEMS REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
1	Ball points (Blue & Black & Red)	Dollar/Dux/Piano made 0.8mm	01 Pkt.	300 Pkts		
2	Blank Register 70 gms Paper	Containing 300 pages Legal Size with heavy gatta	01 No.	150 Nos.		
3	Carbon Paper	Superior Quality	01 Pkt.	10 Pkts.		
4	Computer Paper	A ₄ Sized, 80 Grams, Indonesian Original Packing AA, 500 Sheets.	01 Ream	2000 Reams.		
5	Computer Paper	Legal Sized, 80 Grams, Indonesian Original packing AA, 500 Sheets.	01 Ream	300 Reams.		
6	Continuous Paper	Size 15x11, Indonesian white paper offset (Golden forum box or equivalent 1200 sheets)	01 Box.	30 Box.		
7	Correction pen / Fluid Pen.	Dollar/Dux/Piano made	01 Pen	250 Pens.		
8	Dusters	Superior Quality	01 No.	400 Nos.		
9	Flapper File.	Superior Quality with heavy gatta	01 No.	300 Nos.		
10	Gem Clips.	Apex, Medium Sized 30 mm & Large Size 50 mm 400 each	01 Pkt.	200 Pkts.		
11	Gum Bottle	Dollar/Dux/Piano made Large Sized	01 No.	100 Nos.		
12	High Lighters.	Dollar/Dux/Piano made (Four Colors)	01 No.	300 Nos.		
13	Ink (Blue, Black, Red, & Green)	2oz. Dollar made	01 No.	150 Nos.		

14	Markers Ordinary.	Permanent, No. 70 & 90, Dollar made	01 No.	100 Nos.			
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BILL OF QUANTITIES MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO SUPPLY OF STATIONARY ITEMS REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
15	Paper Cutter	Superior Quality Steel Made	01 No.	100 Nos.		
16	Paper Pins.	China made, Three Flower No. 1 Quality Brand Size No.2	01 Pkt.	200 Pkts.		
17	Pencil Black.	Dollar/Dux/Piano made	01 Doz.	50 Dozs.		
18	Plastic Paper tray.	Superior Quality	01 No.	100 Nos.		
19	Punching Machine	Heavy Duty, made by SD-H-20	01 No.	100 Nos.		
20	Rubber & Sharpener	Dollar/Dux/Piano made	01 Doz.	30 Doz.		
21	Scissors	Superior Quality of Steel Made Medium Size	01 No.	50 Nos.		
22	Signature Pointer Pen	Dollar/Dux/Piano made	01 Pkt.	50 Pkts.		
23	Squish Tape	Superior Quality 1"	01 No.	50 Nos.		
24	Stamp Pad.	made by Lancer, Large sized	01 No.	150 Nos.		
25	Staplar Pin – Dollar	Local made, 24x6 Sized, Super Smooth Made by Dollar	01 Pkt.	800 Pkts		
26	Stapler Machine	Imported Heavy Duty made by SD-C-10	01 No.	200 Nos.		
27	Stapler Pin Remover	Superior Quality	01 No.	75 Nos.		
28	Table Glass	2 x 3 (5mm)	01 No.	25 Nos.		
29	Table Set	Superior Quality Original	01 Set.	150 Sets.		
30	Typing Paper	A ₄ Sized, 68 Grams, 500 Sheets.	01 No.	200 Nos.		
31	UHU Glue Stick	UHU made in Germani, 21 Gram.	01 No.	500 Nos.		
32	Waste Paper Basket.	Superior Quality	01 No.	200 Nos.		
33	Pen Holder Set	Dollar / Dux, superior Quality	01 No.	75 Nos.		
34	Markers White Board	Dollar / Dux, superior Quality	01 No.	120 Nos.		
35	Chalk Dust Less	superior Quality	01 Pkt.	100 Pkts.		

		TOTAL	
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Contractor

Purchase & Store Officer

MEHRAN UNIVERSITY OF ENGINEERING AND TECHNOLOGY, JAMSHORO.

ISO-9001 : 2000 CERTIFIED



TENDER DOCUMENT

FOR

SUPPLY OF PRINTING/ PUBLICATION ITEMS

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The envelope containing the tender documents shall refer the name and number of the work.

- **6.** All works shall be measured by standard instruments according to the rules.
- **7.** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- **8.** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- **10.** Bid without bid security of required amount and prescribed form shall be rejected.
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 - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- 4 -

BIDDING DATA

(This section should be filled in by the Store & Purchase Officer/Procuring Agency before issuance of the Bidding Documents).

a) Name & Address of the procuring agency.

Mehran University of Engg: & Technology,

Jamshoro.

b) Brief Description of Works

Supply of Printing/Publication Items, MUET, Jamshoro.

c) Estimated Cost

0.5(M)

d) Amount of Bid Security

2% (Rs: 10,000/-)

e) Period of Bid Validity

90 days.

f) Amount of Bid Security

10% (2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill

8%

h) Deadline of submission of Bids along with time: 17th April, 2014 upto 12.00 (Noon)

I) Venue, Date & Time of Bid opening: Office of Purchase & Store Officer, 17th April, 2014

at 12.30 (PM)

j) Time for Completion from written order of commence: 01 (one) Month.

k) Liquidity damages

: ----- (05% of Estimated cost or Bid cost)

1) Stamp duty

0.30% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Store & Purchase Officer or of in subordinate of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause -2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Store & Purchase Officer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Store & Purchase Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- **(B)** The Store & Purchase Officer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above:
 - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Store & Purchase Officer/Procuring Agency, the contractor shall have:-
 - (i) 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,
 - (ii) however, the contractor can claim for the work done at site duly certified by the Store & Purchase Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Store & Purchase Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Store & Purchase Officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Store & Purchase Officer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Store & Purchase Officer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Store & Purchase Officer and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Store & Purchase Officer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Store & Purchase Officer may prepare a bill from such list which shall be binding on the contractor in all respects.

The Store & Purchase Officer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Store & Purchase Officer from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Store & Purchase Officer's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Store & Purchase Officer may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Store & Purchase Officer is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Store & Purchase Officer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of higher authority..
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Store & Purchase Officer- or his subordinate of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Store & Purchase Officer shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Store & Purchase Officer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) Inspection of Operations. The Store & Purchase Officer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Store & Purchase Officer shall give the contractor reasonable notice of the intention of the Store & Purchase Officer or his subordinate to visit the work shall have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Store & Purchase Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Store & Purchase Officer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Store & Purchase Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Store & Purchase Officer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Store & Purchase Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Store & Purchase Officer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Store & Purchase Officer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Store & Purchase Officer (hereinafter called the Store & Purchase Officer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Store & Purchase Officer, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii)	Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).
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Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Store & Purchase Officer has certified that all defects notified to the contractor before the end of this period have been corrected, 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.

Divisional Accountant

Contractor

Purchase & Store Officer

BILL OF QUANTITIES

MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO SUPPLY OF PRINTING ITEMS REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
1	Attendance Register for Students	20 leaves as per sample on Superior Quality Paper	01 No.	500 Nos.		
2	Envelops printed with MUET, Monogram	9x4 Sized, White Off Set 80 gms Thick Paper	1,000 Nos.	25,000 Nos.		
3	Envelops printed with MUET, Monogram	11x5 Sized, White Off Set 80 gms Thick Paper	1,000 Nos.	10,000 Nos.		
4	Envelops printed with MUET, Monogram	11x15 Sized, White Off Set 80 gms Thick Paper	1,000 Nos.	9,000 Nos.		
5	Envelops printed with MUET, Monogram	A ₄ Sized, White Off Set 80 gms Thick Paper	1,000 Nos.	7,000 Nos.		
6	File Cover Kachcha	(As per sample A-4 size Superior Heavy Card with Eyelits)		15,000 Nos.		
7	File Cover Pakka	(As per sample A-4 size heavy Gatta with Eyelet's)	01 No.	8000 Nos.		
8	Note Book Offset Paper with Art Card Cover		01 No.	75 Nos.		
9	Staff Attendance Register	50 Leaves, Printing on Superior Quality Paper with Pakka Cloth Binding	01 No.	100 Nos.		
10	Stock Register	400 page Printing on ledger / off set paper pakka cloth binding with Index	01 No.	150 Nos.		
11	Student Identity Heavy Card with Heavy Cards Plastic Cover		1,000 Nos.	8,000 Nos.		
12	Staff Identity Cards	Heavy Card with Heavy Plastic Cover	1,000 Nos.	1,000 Nos.		
			TOTAL			•

Contractor

Purchase & Store Officer

MEHRAN UNIVERSITY OF ENGINEERING AND TECHNOLOGY, JAMSHORO.

ISO-9001 : 2000 CERTIFIED



TENDER DOCUMENT

FOR

SUPPLY OF SANITATION ITEMS

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- **3. Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- **4.** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative 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 contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- **6.** All works shall be measured by standard instruments according to the rules.
- **7.** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- **8.** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- **9.** Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- **10.** Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- 4 -

BIDDING DATA

(This section should be filled in by the Purchase & Store Officer/Procuring Agency before issuance of the Bidding Documents).

a) Name & Address of the

: Mehran University of Engg: & Technology,

procuring agency.

Jamshoro.

b) Brief Description of Works

Supply of Sanitation Items, MUET, Jamshoro.

c) Estimated Cost

1.5 (M)

d) Amount of Bid Security

2% (Rs:30,000/-)

e) Period of Bid Validity

90 days.

f) Amount of Bid Security

10% (2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill

8%

h) Deadline of submission of Bids along with time: 17th April, 2014 upto 12.00 (Noon)

I) Venue, Date & Time of Bid opening: Office of Purchase & Store Officer, 17th April, 2014

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at 12.30 (PM)

j) Time for Completion from written order of commence: 01 (one) Months.

k) Liquidity damages

: ----- (05% of Estimated cost or Bid cost)

1) Stamp duty

0.30% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Purchase & Store Officer or of in subordinate of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Purchase & Store Officer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Purchase & Store Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- **(B)** The Purchase & Store Officer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above:
 - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Purchase & Store Officer/Procuring Agency, the contractor shall have:-
 - (i) 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,
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Procuring Agency/Purchase & Store Officer may invite fresh bids for remaining work.

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- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Purchase & Store Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Purchase & Store Officer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Purchase & Store Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Purchase & Store Officer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Purchase & Store Officer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Purchase & Store Officer (hereinafter called the Purchase & Store Officer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Purchase & Store Officer, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii)	Recovery of Secured Advance paid to the contractor under the above provisions
(11)	1
	shall be affected from the monthly payments on actual consumption basis, but not
	later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Purchase & Store Officer has certified that all defects notified to the contractor before the end of this period have been corrected, 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.

Divisional Accountant

Contractor

Purchase & Store Officer

BILL OF QUANTITIES MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO SUPPLY OF SANITATION ITEMS REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
1	Air Freshener	Cobra 300 ml. Four colours/ Latest Imported	01 No.	40 Dozs.		
2	Broom Soft	Superior Quality Large Size	01 No.	500 Nos.		
3	Broom Teeli	600 grams Superior Quality	01 No.	2,000 Nos.		
4	DDT Powder	Tyfon / Finis Company 100g	01 No.	500 Nos.		
5	Duster Cloth White	Superior Quality Cotton Cloth width 1 1/2 wall	01 Mtr.	1000 Mtrs.		
6	Glass for water -	Omroc/toyo nasic Superior Quality	01 No.	400 Nos.		
7	Hydrochloric Acid	Superior Quality	01 Ltr	800 Ltrs.		
8	Max powder Ultra	Lemon Max 500 grams plastic bottle	01 No.	2,500 Nos.		
9	Phenyl Ball -	Swan Brand 200g bag each	01 bag	700 Bags		
10	Plastic Lota	Millat / Mehran Company Crystal Plastic	01 No.	100 Nos.		
11	Soap	Pamolive / LUX 165 gms Large Sized New Packing	01 Doz.	15 Dozs.		
12	Soda Ash - ICI	Superior Quality	01 Kg	200 Kgs.		
13	Sooti Mop (Pocha)	Imported Quality - Heavy duty	01 No.	600 Nos.		
14	Spray Oil	Morteen / Finis / Tyfon Co. 600 ml / 815 ml / 850 ml.	01 No.	800 Nos.		
15	Spray Gun Bottle	Superior Quality	01 No.	100 Nos.		
16	Table Blazer Cloth	Superior Quality, Blue & Green	01 Mtr.	100 Mtrs.		
17	Tissue paper - Roll	Rose Patel Roll Type	01 No.	160 Nos.		
18	Tissue paper Box	Rose Patel Perfumed 100x2 ply tissue	01 No.	500 Nos.		
19	Towel Bath size	Superior Quality khayber Delux	01 No.	200 Nos.		
20	White Phenyl (Perfumed)	500 ml. Bottle Tyfon/Finis Co, Consantrated	01 No. 2,500 Nos.			
			Т	OTAL		•

Contractor

Purchase & Store Officer

MEHRAN UNIVERSITY OF ENGINEERING AND TECHNOLOGY, JAMSHORO.

ISO-9001 : 2000 CERTIFIED



TENDER DOCUMENT

FOR

SUPPLY OF ELECTRIC MATERIAL

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- **3. Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- **4.** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative 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 contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- **6.** All works shall be measured by standard instruments according to the rules.
- **7.** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- **8.** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- **10.** Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- 4 -

BIDDING DATA

(This section should be filled in by the Purchase & Store Officer/Procuring Agency before issuance of the Bidding Documents).

a) Name & Address of the

procuring agency.

Mehran University of Engg: & Technology,

Jamshoro.

b) Brief Description of Works

Supply of Electric Material, MUET, Jamshoro.

c) Estimated Cost

0.25(M)

d) Amount of Bid Security

2% (Rs: 5,000/-)

e) Period of Bid Validity

90 days.

f) Amount of Bid Security

10% (2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill

8%

h) Deadline of submission of Bids along with time: 17th April, 2014 upto 12.00 (Noon)

I) Venue, Date & Time of Bid opening: Office of Purchase & Store Officer, 17th April, 2014

at 12.30 (PM)

j) Time for Completion from written order of commence: 01 (one) Months.

k) Liquidity damages

: ----- (05% of Estimated cost or Bid cost)

1) Stamp duty

0.30% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Purchase & Store Officer or of in subordinate of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause -2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Purchase & Store Officer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Purchase & Store Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- **(B)** The Purchase & Store Officer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above:
 - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Purchase & Store Officer/Procuring Agency, the contractor shall have:-
 - (i) 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,
 - (ii) however, the contractor can claim for the work done at site duly certified by the Purchase & Store Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Purchase & Store Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Purchase & Store Officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Purchase & Store Officer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Purchase & Store Officer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Purchase & Store Officer and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Purchase & Store Officer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Purchase & Store Officer may prepare a bill from such list which shall be binding on the contractor in all respects.

The Purchase & Store Officer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Purchase & Store Officer from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Purchase & Store Officer's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause -8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Purchase & Store Officer may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Purchase & Store Officer is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Purchase & Store Officer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of higher authority..
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Purchase & Store Officer- or his subordinate of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Purchase & Store Officer shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Purchase & Store Officer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) Inspection of Operations. The Purchase & Store Officer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Purchase & Store Officer shall give the contractor reasonable notice of the intention of the Purchase & Store Officer or his subordinate to visit the work shall have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Purchase & Store Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Purchase & Store Officer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Purchase & Store Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Purchase & Store Officer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Purchase & Store Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Purchase & Store Officer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Purchase & Store Officer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Purchase & Store Officer (hereinafter called the Purchase & Store Officer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Purchase & Store Officer, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii)	Recovery of Secured Advance paid to the contractor under the above provisions
	shall be affected from the monthly payments on actual consumption basis, but not
	later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Purchase & Store Officer has certified that all defects notified to the contractor before the end of this period have been corrected, 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.

Divisional Accountant

Contractor

Purchase & Store Officer

BILL OF QUANTITIES MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO SUPPLY OF ELECTRIC MATERIAL REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
1	Tube Light	Philips, Sogo, Hitachi, Dai-Chi (20w)	01 No.	05 doz		
2	Tube Patti	Philips Sogo, Hitachi, Dai- Chi (40w)	01 No.	10 doz		
3	Chowk	(Electronic / Automatic) Philips, Diamond, Hitachi	01 No.	10 doz		
4	Wire	Million Supreme, Pak Cable, AEG Cable (1x29)	01 Coil	07 coils		
5	Wire	Million Supreme, Pak Cable, AEG Cable (3x29)	01 coil	10 coils		
6	Wire	Million Supreme, Pak Cable, AEG Cable (7x29)	01 coil	10 coils		
7	Bulb	Philips, Sogo, Dai-Chi (100 watt)	01 No.	26 doz		
8	Bulb threaded	Philips, Sogo, Dai-Chi (100 watt)	01 No.	12 doz		
9	Holders Brass	Batten, Becolite, Abid	01 No.	10 doz		
10	Threaded Holder	Batten, Becolite, Abid	01 No.	05 doz		
11	Piano Socket	Piano, Abid, PPI	01 Doz.	05 doz		
12	Saver	Philips, Sogo, Dai-Chi (25watt)	01 No.	23 doz		
13	Saver threaded	Philips, Sogo, Dai-Chi (25watt)	01 No.	18 doz		
14	Search Light complete	Sogo, Abid, Dai-Chi (500 watt),	01 No.	05 doz		
15	Fox light frame	with 85 watt saver Sogo, Tuff, Dai-Chi (105 watt)	01 No.	01 doz		
16	PVC board	china sheet two hole Superior Quality	01 No.	10 doz		
17	Tuble Light side holder	Elvis, becolite, Super	01 No.	25 doz		
18	Duct patti ¾	(china No. 01) Sogo, Superior Quality	01 No.	06 doz		
19	Safety bracker	Kawa Mora, Tera Sakki, Hager (20 Amp)	01 No.	01 doz		

Purchase & Store Officer

BILL OF QUANTITIES MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO SUPPLY OF ELECTRIC MATERIAL REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
20	Sheet frame	5 hole (4x7)	01 No.	10 doz.		
21	Round Block 3/4	round block ¾ PVC, Super	01 No.	06 doz.		
22	Gitti	Wooden, Supper	1 Dozen	12 doz.		
23	Wire Clips	Taiwan, China 7-mm	01 Pkt	6 pkts.		
24	Wire Clips	Taiwan, China 6-mm	01 Pkt.	6 pkts		
25	Wire Clips	Taiwan, China 5-mm,	01 Pkt.	6 pkts		
26	Nut-bolt 1/2	" (No. 3/6), Adamjee	01 Pkt.	12 pkts		
27	Flate Wire	Million Supreme, Pak Cable, AEG Cable (23-76)	01 Coil.	6 coils		
28	Circuit braker	Kawa Mora, Tera Sakki, Hager 20 Amp	01 No.	1 doz.		
29	Sheet 8 Hole	Superior quality (8 ½ x10 ½)	01 No.	2 doz.		
30	Sheet 4 Hole	Superior quality (4 ½ x 7 ½)	01 No. 2 doz.			
			TOTAL			

Contractor

Purchase & Store Officer

MEHRAN UNIVERSITY OF ENGINEERING AND TECHNOLOGY, JAMSHORO.

ISO-9001 : 2000 CERTIFIED



TENDER DOCUMENT

FOR

SUPPLY OF PLUMBING MATERIAL

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- **3. Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- **4.** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative 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 contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- **6.** All works shall be measured by standard instruments according to the rules.
- **7.** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- **8.** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- **10.** Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- 4 -

BIDDING DATA

(This section should be filled in by the Purchase & Store Officer/Procuring Agency before issuance of the Bidding Documents).

a) Name & Address of the

procuring agency.

Mehran University of Engg: & Technology,

Jamshoro.

b) Brief Description of Works

Supply of Plumbing Material, MUET, Jamshoro.

c) Estimated Cost

0.5(M)

d) Amount of Bid Security

2% (Rs: 10,000/-)

e) Period of Bid Validity

90 days.

f) Amount of Bid Security

10% (2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill

8%

h) Deadline of submission of Bids along with time: 17th April, 2014 upto 12.00 (Noon)

I) Venue, Date & Time of Bid opening: Office of Purchase & Store Officer, 17th April, 2014

at 12.30 (PM)

j) Time for Completion from written order of commence: 01 (one) Month.

k) Liquidity damages

: ----- (05% of Estimated cost or Bid cost)

1) Stamp duty 0.30% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause -1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Purchase & Store Officer or of in subordinate of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Purchase & Store Officer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Purchase & Store Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- **(B)** The Purchase & Store Officer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above;
 - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Purchase & Store Officer/Procuring Agency, the contractor shall have:-
 - (i) 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,
 - (ii) however, the contractor can claim for the work done at site duly certified by the Purchase & Store Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Purchase & Store Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Purchase & Store Officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Purchase & Store Officer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Purchase & Store Officer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Purchase & Store Officer and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Purchase & Store Officer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Purchase & Store Officer may prepare a bill from such list which shall be binding on the contractor in all respects.

The Purchase & Store Officer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Purchase & Store Officer from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Purchase & Store Officer's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause -8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Purchase & Store Officer may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Purchase & Store Officer is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- (**D**) The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Purchase & Store Officer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of higher authority..
- **(F)** Repeat Order: Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Purchase & Store Officer- or his subordinate of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Purchase & Store Officer shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Purchase & Store Officer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) Inspection of Operations. The Purchase & Store Officer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Purchase & Store Officer shall give the contractor reasonable notice of the intention of the Purchase & Store Officer or his subordinate to visit the work shall have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Purchase & Store Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Purchase & Store Officer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Purchase & Store Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Purchase & Store Officer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Purchase & Store Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Purchase & Store Officer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Purchase & Store Officer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Purchase & Store Officer (hereinafter called the Purchase & Store Officer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Purchase & Store Officer, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause -18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii)	Recovery of Secured Advance paid to the contractor under the above provisions
	shall be affected from the monthly payments on actual consumption basis, but not
	later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Purchase & Store Officer has certified that all defects notified to the contractor before the end of this period have been corrected, 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.

Divisional Accountant

Contractor

Purchase & Store Officer

BILL OF QUANTITIES

MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO

SUPPLY OF PLUMBING MATERIAL REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
1	Bib Cock (Plastic) ½"	Master, Alpha, Almas	01 No.	10 doz.		
2	Bib Cock (Steel) ½"	Master, Alpha, Almas	01 No.	04 doz.		
3	Open Stop Cock ½'	Master, Alpha, Almas	01 No.	02 doz.		
4	C.P West along with ring	Imported china superior quality	01 No.	05 doz.		
5	Waste Pipe	Imported china superior quality	01 No.	08 doz.		
6	Handle valve ½"	ARS, Superior Quality	01 No.	03 doz.		
7	Handle Valve ¾"	ARS, Superior Quality	01 No.	02 doz.		
8	Handle Valve 1"	ARS, Superior Quality	01 No.	01 doz.		
9	Tee-Stop Cock ½"	Sabro, Master, Super	01 No.	05 doz.		
10	Bib Cock Head	Sabro, Master, Super	01 No.	2.5 doz.		
11	Flush Tank (Golden)	Golden, Sonic Rehbar, Master	01 No.	05 doz.		
12	Flush Kit	Golden, Sonic Rehbar, Master	01 No.	01 doz.		
13	Commode Kit	Golden, Sonic Rehbar, Master	01 No.	01 doz.		
14	Socket ½	T.G. China, Superior Quality	01 No.	10 doz.		
15	Socket 3/4"	T.G. China, Superior Quality	01 No.	01 doz.		
16	Tee 1"	T.G. China, Superior Quality	01 No.	03 doz.		
17	Union ½"	T.G. China, Superior Quality	01 No.	02 doz.		
18	Bearing Nipple ½"	T.G. China, Superior Quality	01 No.	03 doz.		
19	Bearing Nipple 1"	T.G. China, Superior Quality	01 No.	01 doz.		
20	Shower	Alpha, Dura, Master, Ilyas	01 No.	18 doz.		
21	Shower rod (Steel)	I.I.L. Karachi	01 No.	10 doz.		
22	Pipe Nipple ½ - 6	I.I.L. Karachi	01 No.	½ doz.		

Contractor

Purchase & Store Officer

BILL OF QUANTITIES

MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO

SUPPLY OF PLUMBING MATERIAL REQUIRED FOR MAIN STORE

		1								
Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount				
23	Pipe Nipple ½ - 9	I.I.L. Karachi	01 No.	01 doz.						
24	Pipe Nipple ³ / ₄ - 6	I.I.L. Karachi	01 No.	02 doz.						
25	Pipe Nipple ³ / ₄ - 9	I.I.L. Karachi	01 No.	02 doz.						
26	Pipe Nipple 1"- 6"	I.I.L. Karachi	01 No.	01 doz.						
27	Pipe Nipple 1"- 4"	I.I.L. Karachi	01 No.	01 doz.						
28	Pipe Nipple 1"- 9"	I.I.L. Karachi	01 No.	01 doz.						
29	Ball Rod 3/4"	ARS, Superior Quality	01 No.	03 doz.						
30	Foot Valve 1 ½"	ARS, Superior Quality	01 No.	01 doz.						
31	Pump Coupling	ARS, Superior Quality	01 No.	02 doz.						
32	Glain Dori (2-soot)	Imported china superior quality	01 No.	04 Reel						
33	Glain Dori (3-soot)	Imported china superior quality	01 Reel.	04 Reel						
34	Grease	Imported china superior quality	01 Kg	02 K.G						
35	Mobil Oil	Imported china superior quality	01 No.	10 letters						
36	Threads	Imported china superior quality	01 No.	04 doz.						
37	Ball Rod ½	ARS, Superior Quality	01 No.	02 Nos.						
38	Ball Rod 2"	ARS, Superior Quality	01 No.	02 doz.						
39	Safety valve for geysers ¾	ARS, Superior Quality	01 No.	05 doz.						
40	Wash Basson + Stand	Imported china superior quality	01 No.	03 doz.						
41	G.I Pipe 1 ½	I.I.L. Karachi	01 No.	200 feet						
42	Wash Basson Patti	Imported china superior quality	01 No.	20 sets						
43	Wash Basson Bolt Kit	Imported china superior quality	01 No.	10 doz.						
44	Pilot rod for geysers (Copper)	Imported china superior quality	01 No.	05 doz.						
45	Bello rod for geysers (Copper)	Imported china superior quality	01 No.	05 doz.						
46	Elbow 1 ½	T.G. China, Superior Quality	01 No.	02 doz.						
47	Union 1 ½	T.G. China, Superior Quality	01 No.	01 doz.						
48	Union 1"	T.G. China, Superior Quality	01 No.	01 doz.						
49	Tee 1 ½	T.G. China, Superior Quality	01 No.	01 doz.						
50	Stop Plug 1 ½	Imported china superior quality	01 No.	01 doz.						
51	Bearing Nipple 1 ½	T.G. China, Superior Quality	01 No.	01 doz.						
52	Socket 1 ½	T.G. China, Superior Quality	01 No.	01 doz.						

53	Reduce Socket ½ ¾	T.G. China, Superior Quality	01 No.	01 doz.	

Contractor

Purchase & Store Officer

BILL OF QUANTITIES

MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO

SUPPLY OF PLUMBING MATERIAL REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
54	Reduce Socket ¾ 1"	T.G. China, Superior Quality	01 No.	01 doz.		
55	Reduce Socket 1 ½ 2"	T.G. China, Superior Quality	01 No.	01 doz.		
56	Reduce Socket 1" 1 ½	T.G. China, Superior Quality	01 No.	01 doz.		
57	Gas Cock ½ "	ARS, Superior Quality	01 No.	02 doz.		
58	Gas Cock ¾	ARS, Superior Quality	01 No.	02 doz.		
			TOTAL			

Contractor

Purchase & Store Officer

MEHRAN UNIVERSITY OF ENGINEERING AND TECHNOLOGY, JAMSHORO.

ISO-9001 : 2000 CERTIFIED



TENDER DOCUMENT

FOR

SUPPLY OF CARPENTER MATERIAL

Instructions to Bidders/ Procuring Agencies.

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BIDDING DATA

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a) Name & Address of the

Mehran University of Engg: & Technology,

procuring agency.

Jamshoro.

b) Brief Description of Works

Supply of Carpenter Material, MUET, Jamshoro.

c) Estimated Cost

0.5(M)

d) Amount of Bid Security

2% (Rs: 10,000/-)

e) Period of Bid Validity

90 days.

f) Amount of Bid Security

10% (2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill

8%

h) Deadline of submission of Bids along with time: 17th April, 2014 upto 12.00 (Noon)

I) Venue, Date & Time of Bid opening: Office of Purchase & Store Officer, 17th April, 2014

at 12.30 (PM)

j) Time for Completion from written order of commence: 01 (one) Month.

k) Liquidity damages

: ----- (05% of Estimated cost or Bid cost)

1) Stamp duty

0.30% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Purchase & Store Officer or of in subordinate of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause -2: Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/ Purchase & Store Officer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Purchase & Store Officer is not paid to the contractor within 60 days of the date of the submission of the bill;
- **(B)** The Purchase & Store Officer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above:
 - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Purchase & Store Officer/Procuring Agency, the contractor shall have:-
 - (i) 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,
 - (ii) however, the contractor can claim for the work done at site duly certified by the Purchase & Store Officer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Purchase & Store Officer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Purchase & Store Officer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Purchase & Store Officer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Purchase & Store Officer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Purchase & Store Officer and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Purchase & Store Officer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Purchase & Store Officer may prepare a bill from such list which shall be binding on the contractor in all respects.

The Purchase & Store Officer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Purchase & Store Officer from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Purchase & Store Officer's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Purchase & Store Officer may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Purchase & Store Officer is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Purchase & Store Officer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of higher authority..
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Purchase & Store Officer- or his subordinate of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Purchase & Store Officer shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Purchase & Store Officer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) Inspection of Operations. The Purchase & Store Officer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Purchase & Store Officer shall give the contractor reasonable notice of the intention of the Purchase & Store Officer or his subordinate to visit the work shall have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Purchase & Store Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Purchase & Store Officer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Purchase & Store Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Purchase & Store Officer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Purchase & Store Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Purchase & Store Officer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Purchase & Store Officer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Purchase & Store Officer (hereinafter called the Purchase & Store Officer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Purchase & Store Officer, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii)	Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).
	ider than period more than three months (even if diddinzed).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Purchase & Store Officer has certified that all defects notified to the contractor before the end of this period have been corrected, 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.

Divisional Accountant

Contractor

Purchase & Store Officer

BILL OF QUANTITIES MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO SUPPLY OF CARPENTER MATERIAL REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit Quantity Required		Rate	Amount
1	Tower Bolt 6"	Umbrella, China, Superior Quality	01 No.	05 doz		
2	Tower Bolt 4"	Umbrella, China, Superior Quality	01 No.	10 doz		
3	Handle 5"	Umbrella, China, Superior Quality	01 No.	05 doz		
4	Al-drop 10"	Umbrella, China, Superior Quality	01 No.	15 doz		
5	Nail 4"	Imported China superior quality	01 kg	02 Kg		
6	Nail 3" (No-12)	Imported China superior quality	01 kg	04 Kg		
7	Nail 2 ½ (No-12)	Imported China superior quality	01 kg	04 Kg		
8	Nail 2" (No-14)	Imported China superior quality	01 kg	04 Kg		
9	Nail 1 ½ (No-14)	Imported China superior quality	01 kg	04 Kg		
10	Nail 1" (No-14)	Imported China superior quality	01 kg.	04 Kg		
11	Nail 1 ½ (No-17)	Imported China superior quality	01 kg.	05 Kg		
12	Nail 1" (No-17)	Imported China superior quality	01 Kg	05 Kg		
13	Nail ¾ (No-17)	Imported China superior quality	01 kg.	03 Kg		
14	Screw 2" (No-08)	Imported China superior quality	01 pkt.	15 Pkts		
15	Screw 1 ½ (No-07)	Imported China superior quality	01 pkt.	15 Pkts		
16	Screw 1 1/4 (No-06)	Imported China superior quality	01 pkt.	15 Pkts		
17	Screw 1" (No-05)	Imported China superior quality	01 pkt.	15 Pkts		
18	Screw 3/4 (No-05)	Imported China superior quality	01 pkt.	15 Pkts		
19	Cut Screw 1" (No-06)	Imported China superior quality	01 pkt.	12 Pkts		
20	Cut Screw 3/4" (No-06)	Imported China superior quality	01 pkt.	12 pkts		
21	Steel Nail 4"	Imported China superior quality	01 pkt.	03 Pkts		
22	Steel Nail 3"	Imported China superior quality	01 pkt.	05 Pkts		
23	Steel Nail 2 ½"	Imported China superior quality	01 pkt.	10 Pkts		
24	Steel Nail 2"	Imported China superior quality	01 pkt.	10 Pkts		
25	Steel Nail 1 ½"	Imported China superior quality	01 pkt.	10 Pkts		
26	Steel Nail 1"	Imported China superior quality	01 pkt.	12 Pkts		
27	Ply Sheet (3x7)	Masawa, Superior Quality	01 No.	02 doz		

Contractor

Purchase & Store Officer

BILL OF QUANTITIES MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO SUPPLY OF CARPENTER MATERIAL REQUIRED FOR MAIN STORE

Sr. No.	Name of Item	Specification	Unit Quantity Required		Rate	Amount
28	Hard Board	Lasani, water proof (8×4")	01 No.	05 doz.		
29	Shoe Nail 3/4 "	Imported China superior quality	01 Pkt	05 Pkts.		
30	Glue (½ kg Jar)	½ kg Jar, Moveleth	01 No.	02 doz.		
31	Solution	(1/4 kg) Cemting	01 No.	04 doz.		
32	Plaster of paris	Imported China Superior quality	01 No.	02 bag		
33	Chapko kundha	Umbrella, China, Superior Quality	01 Pkt	06 paket		
34	Lasani Sheet (¾")	Superior Quality	01 No.	01 doz.		
35	Hinjess 3"	Umbrella, China, Superior Quality	01 No.	03 doz.		
36	Hinjees 2 ½ "	Umbrella, China, Superior Quality	01 No.	03 doz		
37	Hinjees Pattee 6ft"- ¾ "	Umbrella, China, Superior Quality	01 No.	02 doz		
38	Silver Sheet 2 ½ "	Superior Quality	01 Roll	1 Roll		
			TOTAL			

Contractor

Purchase & Store Officer

MEHRAN UNIVERSITY OF ENGINEERING AND TECHNOLOGY, JAMSHORO.

ISO-9001 : 2000 CERTIFIED



TENDER DOCUMENT

FOR

SUPPLY OF TYRES FOR TRACTORS

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- **3. Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- **4.** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative 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 contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- **6.** All works shall be measured by standard instruments according to the rules.
- **7.** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- **8.** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- **9.** Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- **10.** Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- 4 -

BIDDING DATA

(This section should be filled in by the Purchase & Store Officer/Procuring Agency before issuance of the Bidding Documents).

a) Name & Address of the

procuring agency.

Mehran University of Engg: & Technology,

Jamshoro.

b) Brief Description of Works

Supply of Tyres for Tractors, MUET, Jamshoro.

c) Estimated Cost

0.5(M)

d) Amount of Bid Security

2% (Rs: 10,000/-)

e) Period of Bid Validity

90 days.

f) Amount of Bid Security

10% (2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill

8%

h) Deadline of submission of Bids along with time: 17th April, 2014 upto 12.00 (Noon)

I) Venue, Date & Time of Bid opening: Office of Purchase & Store Officer, 17th April, 2014

at 12.30 (PM)

j) Time for Completion from written order of commence: 01 (one) Month.

k) Liquidity damages

: ----- (05% of Estimated cost or Bid cost)

1) Stamp duty

0.30% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

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 - (iii) and (iv) above:
 - (ii) to finalize the work by measuring the work done by the contractor.

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(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Purchase & Store Officer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Purchase & Store Officer may prepare a bill from such list which shall be binding on the contractor in all respects.

The Purchase & Store Officer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Purchase & Store Officer from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A bill shall be submitted by the contractor within one month of the date fixed for the completion of the work otherwise Purchase & Store Officer's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Clause – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Purchase & Store Officer may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items of work, and if the Purchase & Store Officer is satisfied that the rate quoted is within the rate worked out by him on detailed rate analysis, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Purchase & Store Officer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of higher authority..
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Purchase & Store Officer- or his subordinate of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Purchase & Store Officer shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Purchase & Store Officer considers that rectification/correction of a defect is not essential and it may be accepted or made use of; it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause – 11:

- (A) Inspection of Operations. The Purchase & Store Officer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Purchase & Store Officer shall give the contractor reasonable notice of the intention of the Purchase & Store Officer or his subordinate to visit the work shall have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Purchase & Store Officer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Purchase & Store Officer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
- Clause 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Purchase & Store Officer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Purchase & Store Officer.
- Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Purchase & Store Officer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage

done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Purchase & Store Officer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Purchase & Store Officer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Purchase & Store Officer (hereinafter called the Purchase & Store Officer in-charge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Purchase & Store Officer, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause –18: Financial Assistance /Advance Payment.

- (A) Mobilization advance is not allowed.
- (B) Secured Advance against materials brought at site.
- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;

(ii)	Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).
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Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Purchase & Store Officer has certified that all defects notified to the contractor before the end of this period have been corrected, 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.

Divisional Accountant

Contractor

Purchase & Store Officer

BILL OF QUANTITIES MEHRAN UNIVERISTY OF ENGINEERING & TECHNOLOGY, JAMSHORO SUPPLY OF TYRES FOR TRACTORS

Sr. No.	Name of Item	Specification	Unit	Quantity Required	Rate	Amount
1	Tyres for Tractors Front	Tyre with tube 7x50x20 General, Cead, Belsin, Bridgestone	01 No.	04 Nos.		
2	Tyres for Tractors Rear	Tyre with tube 15.5 R-38 General, Cead, Belsin, Bridgestone	01 No.	04 Nos.		
			TOTAL			

Contractor

Purchase & Store Officer

MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY, JAMSHORO





TENDER DOCUMENT

Making & Fixing Aluminum Partition Wall for Student Financial Aid Office(SFAO) at New Administration Building of MUET, Jamshoro.

FROM

EXECUTIVE ENGINEER

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- **3. Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- **4.** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative 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 contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

- **6.** All works shall be measured by standard instruments according to the rules.
- **7.** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- **8.** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- **9.** Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- **10.** Bid without bid security of required amount and prescribed form shall be rejected.
- 11. Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

- 4 -

BIDDING DATA

(This section	should be	filled in	by the	Engineer/Procuring	Agency	before	issuance	of	the
Bidding Docui	ments).								

a) Name & Address of the

procuring agency.

: Mehran University of Engg: & Technology,

Jamshoro.

b) Brief Description of Works

Making & Fixing Aluminum Partition Wall for Student Financial Aid Office(SFAO) at New Administration

Building of MUET, Jamshoro..

c) Estimated Cost : Rs. 549,374.00

d) Amount of Bid Security : **2%** (Rs.10,987.00.

e) Period of Bid Validity : 90 days.

f) Amount of Bid Security : 10% (Rs. 54,937.00 2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill : **8%** (Rs.43,950.00).

h) Deadline of submission of Bids along with time: 17-04-2014 upto 12.00 (Noon)

I) Venue, Date & Time of Bid opening: Office of Executive Engineer(m) 17-04-2014

at 12.30 (PM)

j) Time for Completion from written order of commence :

k) Liquidity damages : ----- (05% of Estimated cost or Bid cost)

1) Stamp duty

0.30% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause – 1:Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) contractor causes a breach of any clause of the Contract;
 - (ii) the progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill:
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above:
 - (ii) to finalize the work by measuring the work done by the contractor.

- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) 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,
 - (ii) however, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month 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 for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

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- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.

- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items 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, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer / higher authority..
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

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- **(B)** Correction of Defects: 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
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- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

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- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause - 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause -17: Site Clearance. On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer incharge) of such completion, but neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed/utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, 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.

Divisional Accountant

Contractor

Executive Engineer/Procuring Agency

MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY, JAMSHORO SCHEDULE - B

SUBJECT:- Making & Fixing Aluminum Partition Wall for Student Financial Aid Office (SFAO) at New Administration Building of MUET, Jamshoro.

GENERAL ABSTRACT

PART-I CIVIL WORK (Non-Schedule Items)
2 PART-II ELECTRICAL WORK (Schedule Items)
3 PART-III ELECTRICAL WORK (Non-Schedule Items)
Grand Total
SAY
Contractor

Executive Engineer

SUBJECT: Making & Fixing Aluminum Partition Wall for Student Financial Aid Office(SFAO) at New Administration Building of MUET, Jamshoro.

S. #	ITEM	QTY	Rate:Unit	AMOUNT			
PAF	RT-I (CIVIL WORK) Non-Sch: Items						
1	Proiding/Fixing inposition Aluminum channel framing for sliding/ fixed and sliding / hinges type windows and doors of good quality aluminum 1.2mm section in Brown/Silver color with 3' ft covered Aluminum strip along with 5mm thick tinter/plain / front glass with desire number of panels complete in all respects as per instruction of Engineer/Incharge.	360.50	P.Sft				
	Total =						

Part	Part-II (Electrical Work) Schedule items							
S. #	ITEM	QTY	Rate:U	AMOUNT				
1	Providing & laying (MAIN or SUB MAIN) PVC insulated with size 2-7/.044 (6mm2) copper conductor in 1" dia PVC conduit on surface (S.I #5 P-1)	213.36	305.00	P.Mtr	Rs. 65,074.80			
Sub-Total =								
Premium quoted by the Contractor% Above/ Below								
	Total =							

Part	Part-III Electric Work (Non-Sch: Items)							
S. #	ITEM	QTY	Rate:Unit	AMOUNT				
1	Providing / Fixing & installation 15-20 Amps Circuit / Safty breaker double Pole including board & sheet of good quality complete in all respects.	4	Each					
2	Supplying / Fixing & installation of (1.5) ton split Air Conditioner (Matsobishi make) including (Angle Iron, Installation kit & Drain Pipe), complete in all respects ready to use.	2	Each					
	Total =							

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