

Bid Evaluation Report

Name of Procuring Agency: University of Sindh, Jamshoro

Tender Reference No: SU/EW/EE/440 dated: 02-10-2013

Tender Description / Scope of Work / Item: Fixing of Solar Street Light Poles on Mir Nour
Mohammad Road.

Method of Procurement: Single Stage - One Envelope Procedure

Tender Published: SPPRA S.No.17554 loaded on 07-10-2013

Total Bid documents Sold: Print & Electronic Media (SPPRA ID No. & News Paper copies with dated)
Three Nos

Total Bids Received: 02 Nos

Technical Bid Opening Date (if applicable): X (Provide details in separate form)

No. of Bid technically qualified (if applicable): X


Bid(s) Rejected:

Financial Bid Opening Date: 24-10-2013

2. Bid Evaluation Summary

S.No	Name of Bidder	Cost offered in the Bidder	Ranking in terms of cost	Reasons for rejection / Acceptance	Remarks
0	1	2	3	5	6
1	M/S Honey Enterprises		Participated		
	M/S Abdul Razzak Mallah	Rs 990000			
	M/S Saeed Brothers	Rs 895500		The tender is accepted	lowest


Signatures of the Members of the Committee.



Engr. Zahoor ul Hassan
PROJ. ENGINEER

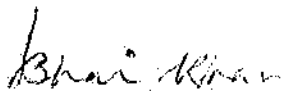

Abdul Aziz
CHIEF ACCOUNTANT


Engr. Shaukat Talpur
EXECUTIVE ENGINEER
MUET, Jamshoro


Prof. Dr. Sarfraz Hussain
CONVENER & FOCAL PERSON
MUTHATTA CAMPUS


Engr. Tanveer Gulfam Memon
INCHARGE
EXECUTIVE ENGINEER-III


Atique Baig
ADVISOR ENGINEERING


Prof: Dr. Bhai-Khan Shar
DIRECTOR, CEAD
MUET, Jamshoro

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. UNIVERSITY OF SINDH
- 2) PROVINCIAL / LOCAL GOVT./ OTHER SAMI GOVERNMENT
- 3) TITLE OF CONTRACT Fixing of Solar Street Light Poles on Mir Noor Muhammad Road
- 4) TENDER NUMBER SU/EW/EE/440 dated: 02-10-2013
- 5) BRIEF DESCRIPTION OF CONTRACT Same at Serial No.03
- 6) FORUM THAT APPROVED THE SCHEME UNIVERSITY OF SINDH
- 7) TENDER ESTIMATED VALUE Rs.900000.00
- 8) ENGINEER'S ESTIMATE Rs.900000.00
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 01 Month
- 10) TENDER OPENED ON (DATE & TIME) 24-10-2013 at 01:00 p.m.
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03 Nos
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02 Nos
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02 Nos
- 14) BID EVALUATION REPORT Already sent letter No.EE/492 dated: 29-10-213
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S Saeed Brothers
D-105, Sachalabad Citizan Colony,
Qasimabad, Hyderabad
- 16) CONTRACT AWARD PRICE Rs.895500.00
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). at Serial No.03 he is 1st lowest
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
- | | |
|---|---|
| a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ | <input type="checkbox"/> Domestic/Local |
| b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____ | <input checked="" type="checkbox"/> X |
| c) TWO STAGE BIDDING PROCEDURE _____ | <input checked="" type="checkbox"/> X |
| d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____ | <input checked="" type="checkbox"/> X |

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____ Yes _____

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

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

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

Yes	Sr. No.17554 & uploaded 07 October 2013
No	

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

Yes	.
No	✓

22) NATURE OF CONTRACT

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

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

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

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

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

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

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

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	✓	No	
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	X	No	X
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes		No	✓
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	✓
No	

39) DATE OF AWARD OF CONTRACT: 19-12-2013

Signature & Official Stamp of
Authorized Officer _____

[Handwritten Signature]
EXECUTIVE ENGINEER
 ELECTRICAL,
 PUBLIC HEALTH
 DIVISION-III

FOR OFFICE USE ONLY



UNIVERSITY OF SINDH
JAMSHORO SINDH, PAKISTAN



Engr. Tanveer Gulfam Memon
Incharge Executive Engineer-III

No.SU/EW/EE / 822
Dated: 19-12-2013

To,

M/S Saeed Brothers
Contractor.

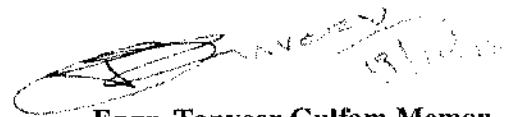
SUBJECT: FIXING OF SOLAR STREET LIGHTS POLES ON MIR NOOR MUHAMMAD ROAD.

The rate quoted by you for the above mentioned work has been accepted at the contract cost of **Rs.895500.00**

You are requested to start the work within 7 days from the receipt of this letter and complete the same during the period of (01Month) upto 25th January 2014 with following terms and conditions addition obtain in the agreement.

- That any change considered necessary in specification shall be governed by the schedule of rated with quoted premium and rebate.
- That no cartage in the material etc. will be allowed.
- That change in the basic rated or in the premium economically & complete within the stipulated period.
- That the work will be carried out most expedition and economically & complete within stipulated period.
- That in case the University fails to provide water the contractor will have to arrange it from his own sources and no deduction will be made on account of water charges.
- That the contractor will have to complete the work within contract and no excess amount will be paid.
- If work is not completed in stipulated completion period upto 10% penalty will be deducted from bill.
- If work not completed in time, work will be rescinded & work will be done from another contractor on your risk & cost.
- All Taxes will be deducted from bill as per Govt. policy.

You are requested to attend his office and execute the agreement with revenue fee equal to 0.30 % of contract cost.



Engr. Tanveer Gulfam Memon
INCHARGE
EXECUTIVE ENGINEER-III

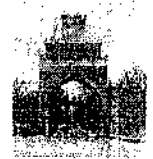
Copy F.W.Cs to:

- The Director Finance, University of Sindh, Jamshoro.
- The Advisor Engineering S.U. Engineering Wing Jamshoro.
- The Project Director S.U. Engineering Wing, Jamshoro.



UNIVERSITY OF SINDH

JAMSHOR ROAD, HAYAT ABAD, KARACHI-III



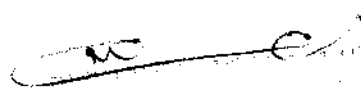
Department of Engineering
Large Engrg. (Sindh) - III

PAGE SHEET

WORK: INSTALLATION OF SOLAR STREET LIGHT SYSTEM AT MIR NOOR
MUEENI ROAD, (SINDHOLOGY ROAD).

Total pages 15 pages issued to M/S Saeed Bros

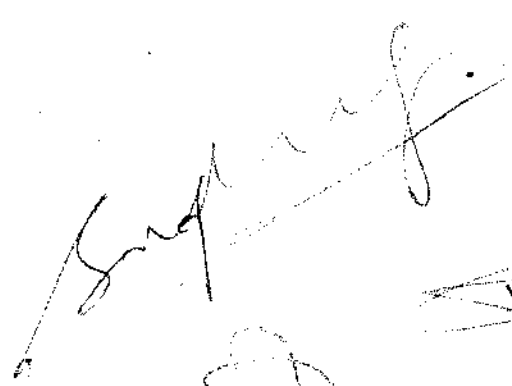
Date: 23/10/13

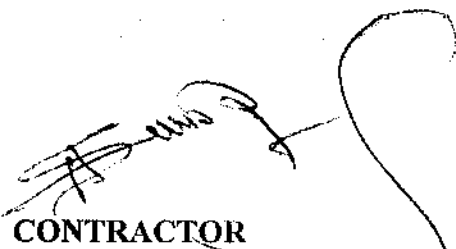

23/10/13
DIVISIONAL ACCOUNTANT

SUMMARY OF COST

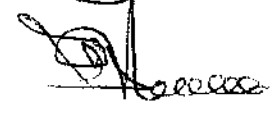
Cost of Non Schedule item

Rs 895500/-




CONTRACTOR






24/10

Bhai Khan
24/10/13

24/10/13

Installation of Solar Street Light System at M^o N^ov M^o Road

UNIVERSITY OF SINDH
ENGINEERING DEPARTMENT

Mrs Saeed Iqbal 895500-

Percentage Rate Tender and Contract for Works

General Rules and Directions for the Guidance of Contractors

0/30

Rs. 2700-

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

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

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

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

4. Any person who submits a tender shall state in the tender form, stating at what percentage above or below the rates specified in the memorandum (showing items of work to be carried out) he is willing to make percentage on all the Estimated rates/Schedule rates shall any alteration in the works specified in the said form allowed for carrying out the work, or will accept rejection. No printed form of tender shall be issued unless contractors wish to tender for two or more works they Tenders shall have the name and number of the work the envelope.

5. The Executive Engineer or his duly authorized presence of contractors who have submitted tenders present at the time, and he will enter the amounts of statement in a suitable form. In the event of a tender for the purpose of identification, sign copies of the specific in Rule 1. In the event of a tender being rejected, the University Accounts Department to refund the amount of the earnest money deposited to the contractor making the tender, on his giving a receipt for the value of the money.

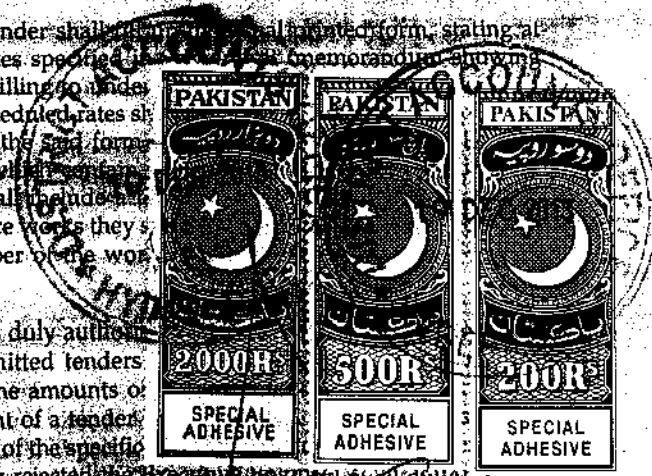
6. The Officer competent to dispose of the tenders shall dispose of all or any of the tenders.

7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on the University unless it is signed by the Executive Engineer.

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

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

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



Handwritten signatures and stamps at the bottom of the page, including a stamp for 'PUBLIC HEALTH'.

Conditions of Contract

Security deposit.

Clause 1.- The person/persons whose tender may be accepted (hereinafter called the contractors) shall (A) (within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the Executive Engineer in cash a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender; or (B) (permit the University at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to * per cent of all moneys so payable; such to be held by the University by way of security deposit): Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to † per cent of the total estimated cost of the work; it shall be lawful for the University at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as has aforesaid. All compensation or other sums of money payable by the contractor to the University under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom or from any sums which may be due or may become due by the University to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash or the University securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

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

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

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

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

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

Compensation for delay.

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

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

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

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

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

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

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

Extension of time.

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

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

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

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

Final certificate.

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

Removal of 'Bundhis'

Clause 8.- No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five hundred the contractor shall, on submitting bill therefore, as provided in Clause 10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate to such approval and passing of the sum so payable shall be final conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and no such payments for work actually done and completed, and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, for in any way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise Engineer-in-charge's certificate of the measurements and of the total amount payable for the works shall be final and binding on all parties.

Payments of Intermediate certificates to be regarded as advance.

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

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

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

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

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

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

Time limit for unforeseen claims.

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

Action and compensation payable in case of bad work.

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

Where to be open to inspection.

Contractor or responsible agent to be present.

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

Notice to be given before work is covered up.

HEALTH
SECTION III

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If the contractor does not keep accounts or fails to produce them as aforesaid, the Engineer-in-charge may by notice in writing rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the University and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

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

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

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

Changes in the constitution of firm to be notified.

Clause 29.- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Vice-Chancellor for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Works to be under direction of Vice-Chancellor

Clause 30.- Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Vice-Chancellor for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions here-in before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, order or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

Decision of Vice-Chancellor to be final.

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

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

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

Lump sums in estimate.

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

Action where no specification on.

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

Definition of works.

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

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

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

Refund of quarry fees and royalties.

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

Clause 37.- The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is paid by the University as principal under sub-section (1) of section 4 of the said Act on behalf

Compensation under the Workmen's Compensation Act.

HEALTH
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(11)

SCHEDULE A

Schedule showing (approximately) the materials to be supplied from the University Stores for work contracted to be executed and the rates at which they are to be charged for

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

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

GENERAL TERMS & CONDITIONS

1. The tender form will not be accepted if it is not stamped properly.
2. The contractor reserves the right to change any item specification during the execution which will be acceptable.
3. The contractor to follow the instruction of Assistant Engineer as well as Executive Engineer at site.
4. The contractor to do the work as per specification and in case of any change to follow the instructions of Executive Engineer.
5. The contractor to arrange site order book at site of work with technical person.
6. The contractor to accept the decision of Tender Opining Committee and submit it before Tender Opining Committee at the time of opening. No claim of contractor will be entertained.
7. The contractor with at least 30% changes in specification design etc during execution will have to get all the instruction in written from concerned person.
8. The contractor to prepare his running bill by his own staff on pad of Executive Assistant Engineer. The payment of 15 days from the date of bill.
9. The contractor to accept correction/changes in bills which will be made by Executive Engineer.
10. The contractor to arrange his own security system for his material at site.
11. The contractor reserve the right reject any tender without assigning the reason.
12. The contractor approved quality will be used. Sample of all the material, fixture etc to be submitted for reference.
13. The contractor to pay University and 2% water charges will be deducted, in case the contractor to provide the water, the contractor will have to arrange the water charges for which no deduction will be made on account of contractor.
14. The contractor to be bound with the quantity and items of B.O.Q. and in case of change will be made till the contractor obtain orders of Executive Engineer.
15. The contractor to complete work within contract cost and payment will be made till the order of Executive Engineer.
16. The contractor to pay cost stamps duty 0.30% of contract cost.
17. The contractor to provide his own rates for Non Schedule items and no premium will be allowed on items.
18. The contractor to be bound at the time of issuing Work Order.
19. The contractor to be bound from bill as per policy.
20. The contractor to provide Agreement.
21. The contractor to provide Sales Tax.

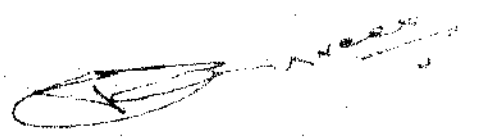
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**EXECUTIVE ENGINEER
ELECTRICAL,
PUBLIC HEALTH
DIVISION-116**

SCHEDULE-B

INSTALLATION OF SOLAR STREET LIGHT SYSTEM AT MIR NOOR
BYPASS ROAD, (SINDHOLOGY ROAD).

	Qty	Rate	Unit	Amount
<p>Installation, Testing and Commissioning of Solar Street Light comprising of Mono Crystalline Solar Panel 12V 100W Maintenance free. (Gel type) 100 Ah (Jell type) (RSB), China, Solar Charge Controller, 12V 15Amps with timer, 12V 1W LED (SMD) or Equivalent Street Light in water proof housing.</p> <p><u>Installation Hardware:</u> Solar Panel mounting structure with bracket & Provision to face "towards South" for maximum Solar. Bty Box, 6 Amps Bty with mounting bracket Pole, 250 H.P. India with arm and bracket For installation of all installation Material Cable, Nuts / bolts / Washers / Pipe connectors etc. 2'x2'x3" ditch and concrete, cement, sand to erect Pole including all work etc complete in all respect.</p>	09 Nos	99500/-	Each	895500/-
		Total		Rs. 895500/-


 Engr. Tanveer Gulfam Memon
INCHARGE
EXECUTIVE ENGINEER-III
 S.U. Engineering Wing



Bid Evaluation Report

- Name of Procuring Agency: University of Sindh, Jamshoro
2. Tender Reference No. SU/EW/EE/440 dated: 02-10-2013
3. Tender Description / Name of Work / Item: Fixing of Solar Street Light Poles on Mir Noor
Mohammad Road.
4. Method of Procurement: Single Stage - One Envelope Procedure
5. Tender Published: SPPRA S.No.17554 loaded on 07-10-2013
Print & Electronic Media (SPPRA ID No. & News Papers names with dated)
6. Total Bid documents Sold: Three Nos
7. Total Bids Received: 02 Nos
8. Technical Bid Opening date: (if applicable) X *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): X
10. Bid(s) Rejected: X
11. Financial Bid Opening date: 24-10-2013

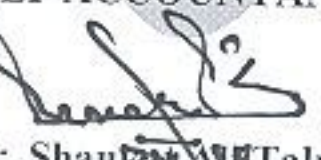
12. Bid Evaluation Report:

S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
	M/S Honey Enterprises					
1	M/S Abdul Razzak Mallah	Rs 990000.0				
	M/S Saeed Brothers	Rs 895500.0				


Signatures of the Members of the Committee.


Engr. Qamar-ul-Hassan Memon
Representative
PROJECT DIRECTOR



Abdul Aziz Rustamani
CHIEF ACCOUNTANT


Engr. Shaukat Talpur
EXECUTIVE ENGINEER
MUET, Jamshoro


Prof. Dr. Sarfraz Hussain Solangi
CONVENER & FOCAL PERSON,
S.U. THATTA CAMPUS


Engr. Tanveer Gulfam Memon
INCHARGE
EXECUTIVE ENGINEER-III


Atique Baig
ADVISOR ENGINEERING


Prof. Dr. Bhai-Khan Shar
DIRECTOR, CEAD
MUET, Jamshoro