

## General Conditions

### General Provisions

#### 1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- A. "Employer" means the Mehran University solely represented by the Director (Works & Service) of Mehran University.
- B. "Contractor" means the persons or, firm or company, whose tender has been accepted by the Employer and includes Contractors representative, successors and permitted assignees.
- C. "Consultant" means Naqvi & Siddiqui who prepared the Drawings, design and these documents, will provide consulting services to the Employer during construction.
- D. "Executive Engineer (Works)" means the authorized Officer of the University, who possess the role of Controlling and Co-ordination between University, Consultants and Contractor.
- E. "Works" means all the works and things to be executed, supplied or done in accordance with the contract.
- F. "University": means Mehran University of Engineering & Technology, Jamshoro.

#### 1.1.1 The Contract

1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 "Contract Agreement" means the contract agreement referred to in Sub- Clause 1.6 [ Contract Agreement ].

1.1.1.3 "Letter of Acceptance" means the letter of formal acceptance, signed by the Procuring Agency, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.4 "Letter of Tender" means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Procuring Agency for the Works.

1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Agency in accordance with the Contract.

1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

1.1.1.8 "Tender" means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.1.9 "Bill of Quantities", "Daywork Schedule" and "Schedule of Payment Currencies" mean the documents so named (if any) which are comprised in the Schedules.

1.1.1.10 "Contract Data" means the pages completed by the Procuring Agency entitled contract data which constitute Part A of the Particular Conditions.

#### 1.1.2 Parties and Persons

1.1.2.1 "Party" means the Procuring Agency or the Contractor, as the context requires.

1.1.2.2 "Procuring Agency" means the person named as employer in the Contract Data and the legal successors in title to this person.

1.1.2.3 "Contractor" means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).

1.1.2.4 "Engineer" means the person appointed by the Procuring Agency to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [ Replacement of the Engineer ].

1.1.2.5 "Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [ Contractor's Representative ], who acts on behalf of the Contractor.

1.1.2.6 "Procuring Agency's Personnel" means the Engineer, the assistants referred to in Sub-Clause 3.2 [ Delegation by the Engineer ] and all other staff, labour and other employees of the Engineer and of the Procuring Agency; and any other personnel notified to the Contractor, by the Procuring Agency or the Engineer, as Procuring Agency's Personnel.

1.1.2.7 "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

1.1.2.8 "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.1.2.9 "DB" means the person or three persons appointed under Sub-Clause 20.2 [ Appointment of the Dispute Board ] or Sub-Clause 20.3 [ Failure to Agree on the Composition of the Dispute Board ].

1.1.2.10 "FIDIC" means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.

1.1.2.11 "Bank" means the financing institution (if any) named in the Contract Data.

1.1.2.12 "Borrower" means the person (if any) named as the borrower in the Contract Data.

### 1.1.3 Dates, Tests, Periods and Completion

1.1.3.1 "Base Date" means the date 15 days prior to the latest date for submission and completion of the Tender.

1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 8.1 [ Commencement of Works ].

1.1.3.3 "Time for Completion" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [ Time for Completion ], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [ Extension of Time for Completion ]), calculated from the Commencement Date.

1.1.3.4 "Tests on Completion" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [ Tests on Completion ] before the Works or a Section (as the case may be) are taken over by the Procuring Agency.

1.1.3.5 "Taking-Over Certificate" means a certificate issued under Clause 10 [Procuring Agency's Taking Over].

1.1.3.6 "Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Agency.

1.1.3.7 "Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].

1.1.3.8 "Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

1.1.3.9 "day" means a calendar day and "year" means 365 days.

#### 1.1.4 Money and Payments

1.1.4.1 "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the works and the remedying of any defects.

1.1.4.2 "Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.

1.1.4.3 "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

1.1.4.6 "Foreign Currency" means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.

1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

1.1.4.8 "Local Currency" means the currency of the Country.

1.1.4.9 "Payment Certificate" means a payment certificate issued under Clause 14 [ Contract Price and Payment ].

1.1.4.10 "Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [ Provisional Sums ].

1.1.4.11 "Retention Money" means the accumulated retention moneys which the Procuring Agency retains under Sub-Clause 14.3 [ Application for Interim Payment Certificates ] and pays under Sub-Clause 14.9 [ Payment of Retention Money ].

1.1.4.12 "Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [ Contract Price and Payment ], for a payment certificate.

#### 1.1.5 Works and Goods

1.1.5.1 "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Agency's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

1.1.5.4 "Permanent Works" means the permanent works to be executed by the Contractor under the Contract.

1.1.5.5 "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Agency and relating to the construction or operation of the Works.

1.1.5.6 "Section" means a part of the Works specified in the Contract Data as a Section (if any).

1.1.5.7 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.8 "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.

## 1.1.6 Other Definitions

1.1.6.1 "Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

1.1.6.2 "Country" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

1.1.6.3 "Procuring Agency's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.

1.1.6.4 "Force Majeure" is defined in Clause 19 [ Force Majeure ].

1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [ Performance Security ].

1.1.6.7 "Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [ Variations and Adjustments ].

## 1.2 Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
- (d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

- (e) the word "tender" is synonymous with "bid", and "tenderer" with "bidder" and the words "tender documents" with "bidding documents".

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

### 1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
  - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

### 1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

### 1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions - Part A,
- (e) the Particular Conditions - Part B,
- (f) these General Conditions,
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.



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## PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

### 1.1 Definitions

1.1.1.4 "Form of Bid" is synonymous with "Letter of Tender".

1.1.1.5 "Bid" is synonymous with "Tender".

1.1.1.10 "Bidding" is synonymous with "contract". *The following paragraph is added:*

1.1.1.11 "Programme" means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

1.1.2.2 "Procuring Agency" is synonymous with "Procuring Agency" 1.1.2.9 "DB" is synonymous with "Committee". 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.

1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".

1.15 **Inspections and Audit by the Bank** Deleted *Procuring Agency can retain this clause with or without changes, in case of contracts under Project, Bank and donor's programme.*

*Not Applicable.*

### 3.1 Engineer's Duties and Authority.

*The following paragraph is added after duties:*

Procuring agency shall ensure that the Engineer's Representative/Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

### 4.3 Contractor's Representative

*The following text is to be added after last line:*

The contractor's authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

### 6.10 Records of Contractor's Personnel and Equipment

*The following paragraph is added:*

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

*The following sub-clause 7.9 is added in (GCC):*

**7.9 Use of Pakistani Materials and Services**

The contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

**8.1 Commencement of Works**

The last para is deleted and substituted with the following: The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

**8.2 Prolonged Suspension**

Replace 84 days by **120 days**.

**8.3 Programme**

*The following text is to be added after [Commencement of Works]* The programme shall be submitted in the either form of Bar Chart identifying the critical activities.

**13.1 Right to vary**

In the last line of Para, after the word "Variation", the word "in writing" is added.

**13.3 Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

**13.8 Adjustment for changes in cost**

*Not applicable*

Similarly reduction in the cost of these materials will also be recovered from the contractor accordingly

**14.1 The Contract Price**

Sub-para (d) is deleted.

**14.2 Advance Payment**

*See Special Conditions.*

**Mobilization Advance/Advance Payment**

*See Special Conditions.*

**14.5 Plants and Materials intended for Works**

*Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non – perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only*

- (f) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an **INDENTURE BOND** in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as the Engineer

may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:

- (i) The materials are in accordance with the specifications for the permanent works;
- (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

# BIDDING DATA

### Contract/Bidding Data

The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

#### Instructions to Bidders

#### Clause Reference

1.1 Name and address of the procuring agency: Mehran University of Engg: & Technology, Jamshoro.

1.2 Name of the Project and Summary of the works: Network Equipment for Extending Data & Voice to Civil Engineering Department, Mehran University Institute of Science, Technology & Development and Transport Directorate.

2.1 Name of the Borrower/Source of Financing/Funding Agency/Funding Source; **Self Finance**

2.1 Amount and Type of Financing/Scheme Cost and Allocated Funds. **5.957 (Million).**

8.1 Time limit for clarification: **05 days.**

10.1 Bid language: **English**

11.1 (a) Prequalification Information to be updated (where applicable):

*Already pre qualified contractors at MUET, Jamshoro.*

11.1 (b) Furnish and Technical Proposal (*in case of two envelope method*) or Company Profile in single stage single envelope: N/A.

The bidder has to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the works.

13.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require, if applicable. N/A.

14.1 Period of Bid Validity: **90 days.**

15.1 Amount of Bid Security: **10%**  
(2% at the time of Bid Submission and 8% deductable from the running bills).

17.1 Venue, time, and date of the pre-Bid meeting: N/A.

18.4 Number of copies of the bid to be completed and returned: N/A.

19.2 (a) Procuring Agency's address for the purpose of bid submission: Office of the Executive Engineer (Works), MUET, Jamshoro.

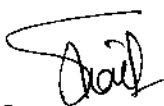
(b) Name and Identification Number of the Contract: Network Equipment for Extending Data & Voice to Civil Engineering Department, Mehran University Institute of Science, Technology & Development and Transport Directorate.

20.1 (a) Deadline for submission of bids: 05-06-2014 upto 12:00 Noon.

(b) Venue, time, and date of bid opening: **Office of the Executive Engineer (Works), MUET, Jamshoro. 05-06-2014 at 12:30 P.M.**

32.1 Standard form and amount of Performance Security 2% acceptable to the procuring agency: **Bank Guarantee.**

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

  
**SUNGREEN ELECTRIC &  
CONSTRUCTION CO:**  
93, Ghafoor Chamber 6th Floor,  
Abdullah Haroon Rd: Karachi.

**FORM OF BID  
AND  
APPENDICES TO BID**



## FORM OF BID

Bid Reference No. Network Equipment for Extending Data & Voice to Civil Engineering Department, Mehran University Institute of Science, Technology & Development and Transport Directorate.

To:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. \_\_\_\_\_ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda \_\_\_\_\_ for the sum of \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said conditions.
2. We/I understand that all the Appendices attached hereto form part of this bid.
3. As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) drawn in your favour or made payable to procuring agency and valid for a period of \_\_\_\_\_ days beginning from the date, bid is opened.
4. We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5. We/I agree to abide by this bid for the period of \_\_\_\_\_ days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.

We understand that you are not bound to accept the lowest or any bid you may receive.

9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the

joint venture shall not be altered without the prior consent of the procuring agency. *(Please delete this in case of Bid form a single bidder)*  
in the capacity of \_\_\_\_\_ duly authorized to sign Bids for and on behalf of

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address: \_\_\_\_\_

**SUNGREEN ELECTRIC &  
CONSTRUCTION CO.**

**93, Ghafoor Chamber 6th Floor,  
Abdullah Hareon Rd: Karachi.**

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**SPECIAL STIPULATIONS**  
**Clause**  
**Conditions of Contract**

1.	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency.	3.1	Up to 2% of the contract price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	Up to 10% of contract price.
3.	Time for Furnishing Program	8.3	Within 07 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	18.3	Rs. _____ per occurrence with number of occurrences unlimited. N/A.
5.	Time for Commencement	8.1	Within 07 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion (works & sections)	8.2 & 10.2	06 Months from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidity Damages/Delay Damages/Penalties	8.7	0.05% Damages per day but total amount will not be more than 10% of contract Price.
8.	Defects Liability Period	11.1	180 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	14.2	8% of the amount of Interim/Running Payment Certificate.
10.	Limit of Retention Money	14.2	10% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim/Running Payment Certificates	14.2	Rs. _____ N/A.
12.	Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.	14.7	30 days.
13.	Mobilization Advance.	14.2	10% of Contract Price stated in the Letter of Acceptance.
14.	Escalation		Escalation shall be paid separately as per Notifications issued by Govt. of Sindh from time to time after the opening date.

15	Action when whole of the security deposit is forfeited:	Clause- 1.	<p>In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit ( whether paid in one sum or deducting by installment) ) or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other case, the Executive Engineer (Works), on behalf of the Mehran University of Engineering, &amp; Technology, Jamshoro, shall have power to adopt any of the following courses, as he may deem best suited to the interests of University.</p> <p>(a) To rescind the contract ( of which rescission notice in writing to the contractor under the hand of the Executive Engineer (Works) shall be conclusive evidence ) and in that case the security deposit of the Contractor shall stand forfeited and absolutely at the disposal of University.</p> <p>(b) To employ labour paid by the University to carry out the work, or any part of the work, debiting the Contractor with the cost of the labour ( as to the correctness of which cost and price the certificate of Executive Engineer (Works) shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract; and in that case the certificate of the Executive Engineer (Works) as to the value of the work done shall be final and conclusive against the Contractor.</p> <p>(c) To measure up the work of the Contractor and to take such part thereof as shall be unexpected out of his hands, and to give it to another Contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him ( as to the amount of which excess expenses the certificates in writing of the Executive Engineer (Works) shall be final and conclusive ) shall be borne and paid by the original Contractor and shall be deducted from any money due to him by University under the contractor or otherwise or from his security deposit or the proceeds of</p>
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			<p>sale thereof, or a sufficient part thereof.</p> <p>In the event of any of the above courses being adopted by the Executive Engineer (Works) Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer (Works) shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.</p>
16	<p>Action when the progress of any particular position of the work is unsatisfactory:</p>	Clause-2	<p>If the progress of any particular portion of the work is unsatisfactory. Executive Engineer (Works) on recommendation of Engineer, shall notwithstanding that the general progress of the work is in accordance with the conditions, be entitled to take action under clause 1 (b) after giving the Contractor 10 days notice in writing. The Contractor will have no claim for compensation; for any loss sustained by him owing to such no claim for compensation, for any loss sustained by him owing to such action.</p>
17	<p>Contractor remains liable to pay compensation if action not taken under clause 3 and 4.</p> <p>power to take possession of or required removal of or sell contractor's plant</p>	Clause-3	<p>In any case in which any of the power conferred upon the Executive Engineer (Works) by clause 1 and 2 hereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause or clauses hereof he is declared liable to any compensation amounting if the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer (Works) taking action under sub-clause (a) or (c) of clause 1, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, of the site thereof or belonging to the Contractor or procured by him and intended to</p>

			<p>be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rate, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer (Works) whose certificate thereof shall be final. In the alternative, the Executive Engineer (Works) may, after giving notice in writing to the Contractor or his clerk of the work foreman or other authorized agent, required him to remove such tools, plant materials, or stores from the premises within a time to be specified in such notice, and in the event of the Contractor is failing to comply with any such requisition, the Executive Engineer (Works) may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Executive Engineer (Works) as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.</p>
18	Extension Of Time	Clause-4	<p>If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer (Works) within 30 days from the date of which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work and the Executive Engineer (Works) 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 (Works) in this matter shall be final.</p> <p>Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the University or its authorized officers, the Executive Engineer (Works) 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.</p> <p>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</p>

			<p>by the order giving the extension or by the aggregate of all such orders, made under this agreement.</p> <p>When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.</p>
19	Final Certificate	Clause-5	<p>On completion of the work the Contractor shall be furnished with a certificate by the Engineer 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 premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleaned the site of work in and around the structures / works completed and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer or where the measurements have been taken by his subordinate until they have received the approval of the Executive Engineer (Works), the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause is to the removal of scaffolding, surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the Contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.</p>
20	Payment Of Intermediate Certificate To Be Regarded As Advance	Clause-6	<p>No payment shall be made for any work, estimated to cost less than rupees ten thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of work estimated to cost more than rupees ten thousands, 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 and Executive Engineer (Works), whose certificate such approval and</p>

			<p>passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payment for work actually done and completed, and shall not preclude the Engineer and Executive Engineer (Works) from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Executive Engineer (Works) as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineers certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.</p>
21	<p>payment at reduced rates of account of item of work not accepted as completed to be at the discretion of the Executive Engineer (Works)</p>	<p>Clause-7</p>	<p>The rates for several items of works estimated to cost more than 1,000.00, agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer may certify payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>
22	<p>Bills to be submitted monthly</p>	<p>Clause-8</p>	<p>A bill shall be submitted by the Contractor as frequently the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 21 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 counter signature to the measurement list will be sufficient warrant and the Executive Engineer (Works) may prepare a bill from such list which shall be binding on</p>



			<p>tilted Contractor in all respects. In case the Contractor or his authorized agent is not present at the site of work at the time fixed for recording measurements, or being present, does not counter sign the measurement list, the measurements recorded by the Engineer or his authorized subordinate shall be treated by the Engineer or his authorized subordinate shall be treated as correct and binding on the Contractor unless the Contractor within seven days of date of recording such measurements submit to the Executive Engineer (Works) a detailed letter pointing out the errors or omissions in the record measurements. In case of such disagreement, the Executive Engineer (Works) shall held or cause to be hold the site investigations and give his decision. The decision of the Executive Engineer (Works) shall be final.</p>
23	Bills To Be Printed On Forms	Clause-9	<p>The Contractor shall submit all bills on his own primed forms. The bills shall be submitted to the Engineer in triplicate who will then scrutinize these bills and forward two copies to the Executive Engineer (Works) and retain one copy in their office. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.</p>
24	Store Supplied By University	Clause-10	<p>If the specification or estimate of the work provides for the use of an' special description of materials to be supplied from the store of the University or if it is required that the Contractor shall use certain stores to be provided by the Executive Engineer (Works) such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the Contractor but not so as any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed, required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied shall be sent off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract, otherwise, or from the security deposits, or the proceed of sale thereof, if the</p>

			<p>security deposit as held in Government securities the same or a sufficient portion hereof shall in that case be sold for the absolute property of University and shall on no account remove from the site of the work, and shall at all times be open to inspection by the Executive Engineer (Works). Any such materials unused and perfectly good condition at the time of completion or determination of the contracts shall be returned to the University Stores, if the Executive Engineer (Works) so requires by a notice in writing under his hand, but the Contractor shall not be entitled to return any such materials except with the consent of the Executive Engineer (Works) and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for, any, wastage in or damage to any such materials.</p>
25	Works to be executed in accordance with specifications. Drawings. Orders etc.	Clause-11	<p>The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer (Works) and initialed by the parties, the said specification being a part of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Executive Engineer (Works) and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs drawings and instructions as aforesaid</p>
26	Alterations in specifications and design. Not to invalidate contracts	Clause-12	<p>The Executive Engineer (Works) on the recommendation of Engineer shall have power to make any alterations in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out of the work, in accordance with any instructions in this connection which may be given to him in writing by the Executive Engineer (Works) and such alterations shall, not invalidate the contract; and any altered or</p>

27	No Claim To Any Payment Or Compensation For Alteration In Or Restriction Of Work	Clause-13	if at any time after the execution of the contract documents the Executive Engineer (Works) shall for any reason whatsoever in the
			<p>additional work which the Contractor may be directed to do in the mentioned above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as re specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Executive Engineer (Works) as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in its contract, then such class of work shall be paid for at ( ) percent below/above the rates shown for such work in the Government of Sindh Schedule of rates 2004, as amended from time to time and if such last mentioned class of work is not entered in the Government of Sindh Schedule of Rates 2004 as of the date of receipt by him of the order to carry out the work, inform the Executive Engineer (Works) through the Consultants of the rate which it is his intention to charge for such class of work, and if the Executive Engineer (Works) and the Consultants are satisfied with the rate analysis, then he shall allow him that rate, but if the Owner does not agree to this rate, he shall be notified in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been denoted as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Owner. In the event of a dispute, the decision of the Director (W&amp;S) will be final, conclusive and binding.</p>

30	<p>Work To Be Open To Inspection</p> <p>Contractor Or Responsible Agent To Be Present</p>	<p>Clause-16</p>	<p>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 and Executive Engineer (Works) or his subordinates, and the Contractor shall all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer and Executive Engineer (Works) or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.</p>
31	<p>Notice To Be Given Before Work Is Covered Up</p>	<p>Clause-17</p>	<p>The Contractor shall give not less than five days notice in writing to the Engineer and Executive Engineer (Works) or his subordinate-in-charge</p>

<p>of the work before covering up or otherwise placing beyond the reach of check, inspection &amp; measurement any work in order that the same may be verified, checked, inspected and measured, and correct dimensions thereof taken before the same is so covered up or planned beyond the reach of verification check, inspection &amp; measurement, and shall not cover up or place beyond the reach of verification, check, inspection and measurement any work without the consent in writing of the Engineer and Executive Engineer (Works) or his subordinate-in-charge of the work, and if any work shall be covered up or placed beyond the reach of verification, check, inspection &amp; measurement any work without the consent in writing of the Executive Engineer (Works) or his subordinate-in-charge of the work, and if any work shall be covered up or placed beyond the reach of verification, check inspection &amp; measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.</p>	<p>If the Contractor or his workmen, or servants shall break, deface, destroy any part of a building in which they may be working, or any building, road, fence, enclosure or overhead or underground service lines of water supply, sewerage, electricity, telephone, gas etc. or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any part thereof in being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Executive Engineer (Works), the Contractor shall make good the same his own expense, or in default the Executive Engineer (Works) may cause the same to be made good by other workmen, and deduct the expenses of ( which the certificate of the Executive Engineer (Works) shall be final ) from any sums that may then be due or may thereafter become due to the Contractor, or</p>
<p>Clause-18</p>	<p>Contractor liable for Damage Done And For Imperfections For Three Months After Certificate</p>

<p>from his security deposits or the proceeds of sale thereof, or a sufficient portion thereof or any of his dues available against other works with the University or as arrears of land revenue in case no dues are available or the amount available falls short of the total recovers.</p>			33
<p>The Contractor shall supply at his own cost all materials, plant, tools, appliances, implement, ladders, corrage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Executive Engineer (Works) as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Executive Engineer (Works) at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above; precautions, and to pay any damages and costs which may be awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for comprising any claim by any such person.</p>	<p>Clause-19</p>	<p>Contractor to supply plant ladders, Scaffolding etc. And is liable for damages arising on provision of lights, fencing etc.</p>	34
<p>The Contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer</p>	<p>Clause-20</p>	<p>Measure For Prevention Of Fire</p>	

<p>(Works). When such permit is given, and also all cases when destroying cut or dug up trees, brushwood, grass etc., by fire, the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property. The Contractor shall make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labour employed in connection with the execution of the works as also for the use of his labour employed in connection with the execution of the works as also for use on the works itself. However, in case the Contractor is not able to make his own arrangements for water, the same could at the discretion of the Executive Engineer (Works) be supplied by the owner in which case the recovery against the water charges at 2% of the cost of these items of work on which the water is used in the construction shall be made from the bills of the Contractor.</p>	<p>Clause 21</p>	<p>Liability Of Contractor For Any Damage Done In Or Outside Work Area</p>	<p>35</p>
<p>The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person, party or authority for injury sustained "by him owing to neglect of precaution to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.</p> <p>from University of the Contractor under this contract or otherwise.</p> <p>from any sums that may be due or become due or deducted by the Executive Engineer (Works) damages in the manner prescribed in clause 1 same will be recovered from the Contractor as compensation on demand falling which the to pay the amount of the assessed shall be final and the Contractor shall be bound estimates of the Executive Engineer (Works) or such other officer as he may appoint and the be estimated by the Executive Engineer (Works) spreading of fire mentioned in clause 22 shall property including any damage, caused by the whether in or beyond the limits of University or unintentionally by Contractor's labour or unintentionally by Contractor's labour</p>	<p>Clause 21</p>	<p>Liability Of Contractor For Any Damage Done In Or Outside Work Area</p>	<p>35</p>

36	Employment Of Female Labour	Clause-22	The employment of female labour on works in the neighborhood of soldiers' barracks should be avoided as far as possible.
37	Work On Sunday	Clause-23	No work shall be done on a Sunday or a public holiday without the prior sanction in writing of the Executive Engineer (Works).
38	Work not be sublet. Contractor may be rescinded & security deposit forfeited for subcontracting it without approval	Clause-24	The Contractor shall not be assigned or sub-let without the written approval of the Executive Engineer (Works). And if the Contractor shall assign or sublet his contract, or attempt to do, or become insolvent or make any composition with his creditors or attempt to do, the Executive Engineer (Works) may, by notice in writing rescind the contract.  The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Executive Engineer (Works) by notice in writing, produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gifts, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of University in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep account or fails to produce them as aforesaid, the Executive Engineer (Works) may give 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 University and the same consequences shall ensue as if the contract had been rescind under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
39	Sum Payable By Way Of Compensation To Be Considered As Reasonable Compensation Without Reference To Actual Loss	Clause-25	All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.



40	Changes In The Constitution Of Firm To Be Notified	Clause-26	<p>In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Executive Engineer (Works) for his information.</p>
41	Work To Be Under Direction Of Engineer, Consultant And Executive Engineer (Works)	Clause-27	<p>All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer and Executive Engineer (Works) for the time being, who shall be entitled to direct at what point or points and in what-manner they are to be commenced, and from time to time carried on.</p>
42	Decision Of Director (W&S) To Be Final	Clause-28	<p>Except where otherwise specified in the contract and subject to The powers delegated to him by authority under the Code rules then in force, the decision of the Director (W&amp;S) shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question claim, right, matter or the thing whatsoever in any way arising out of, or relating to the contract, design, drawings, specifications, estimates, instructions, orders of works, or the execution, or failure to execute the same, whether arising during the progress or the work, or after the completion or abandonment thereof.</p>
43	Lump Sum In Estimates	Clause-29	<p>When the estimate on which a tender is based includes one or more items with lump sum rates or lump sum amount the Contractor shall be entitled to payment in respect of such items on the rates entered in this contract with the detailed specifications and the analysis of the rates on which the contract price is calculated. Where part of the work is done or the specifications are altered the Contractor will submit his own rate and payment shall be controlled in the same way as if the item of work was done outside the current Government Schedule of Rates applicable in the case in accordance with the procedure laid down in Clause 14.</p> <p>Provided always that in case of the percent Rate tenders, no premium as quoted for the main tender as also that quoted in clause 14 ( which</p>



48	Claim For Quantities As Per Scope Of Work	Clause-34A	The quantities of different items of work shown in the schedule B attached to this tender, are only approximate. The actual quantities of different items as done at site will be controlled by the detailed drawings and the actual requirements at site of work. No claim whatsoever will be entertained on account of excess or reduction in the scope of work as shown on the drawings.						
49	----- do -----	Clause-34B	Where due to the change of specification or scope of work or due to additions in size and quantum of the work the total cost of the work increases upto 30% at the cost as shown in the MEMORANDUM ( Excluding those case there the total cost the increased due to any claim of the contractor or the escalation in the rates/cost subject to its sanction ) the Contractor shall be bound to carry out the same at the same rates and under the same conditions as for the same at the same rates and under the same conditions as for the same conditions as for the main tender. In case where the total cost is likely to increase beyond 30% of the amount shown in the MEMORANDUM it will be optional for the Contractor to decline to take up the additional work provided always that no work shall be left in incomplete or in unfinished shape irrespective of the total cost of the work. Where, however, the Contractor agrees to take up the additional work, there shall be no financial limit to it and that the entire work shall be done at the same rates and under the same terms and conditions as the main tender.						
50	Employment Of Feminine Labour	Clause-35	The Contractor shall employ any feminine; convict or other labour of a particular kind of class if ordered in writing to do so by the Executive Engineer (Works).						
51	Claim For Compensation For Delay In The Execution Of Work	Clause-36	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.						
52		Clause-37	No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments or on the land or the approach road etc. The rates are inclusive of hard or cracked soil.						

Supervisory staff.

			excavation mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.
53	Entering Upon Or Commencing Any Portion Of Work	Clause-38	The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Executive Engineer (Works) or of his subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.
54	Minimum age of persons employed. The employment of donkeys or other animals	Clause-39	(i) No contractor shall employ any person who is under the age of 12 years. (ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least thread should be of tape (Nawat). (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work. (iv) The Contractor shall not employ any labour who has any contagious disease or is a habitual narcotic user or is sick and unfit for manual labour as to create a hazard for his health or life. (v) The Executive Engineer (Works) or his subordinate is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any delay caused in the completion of the work by such removal. Any Contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of Contractors.
54	Pakistan Timber To Be Used	Clause-40	As far as possible Pakistan Timbers shall be used and where for any reason this is not practicable preference shall be given to imported timber of approved origin and quality.
55	Certificate For Concessory Freight Of Charges From The Railway	Clause-41	If any materials are required to be conveyed by rail, the Contractors will be granted certificates by the Executive Engineer (Works) to the effect that the materials are required for University works thereby enabling them to have the

		<p>Benefit as allowed under the rules from the railway, in case, however, such a concession is withdrawn by the railway at any time, no claim shall be made against University on this account.</p>
56	<p>Recovery Of Dues From Contractor As Arrears Of As Land Revenue</p>	<p>Clause-42 Any sum due to the University by the Contractor shall be liable for recovery as arrears of Land Revenue.</p>
57	<p>Partnership Of M.L.As Is Forbidden</p>	<p>Clause 43 The Contractor shall certify that no member of Legislative Assembly is in partnership with him and that University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly or Parliament is a partner in the Contract.</p>
58	<p>Payment Of Taxes</p>	<p>Clause 44 The contractor firmly holds himself responsible to get himself registered under Income Tax and Sales Tax Rules and to pay these and all other Government and local taxes due to him from time to time in accordance with the Government instructions.</p>
59	<p>Interest Of Share Of University Servant In The Work</p>	<p>Clause-45 The Contractor shall certify that no University Servant, Government servants or a servant of a Corporate Body directly controlled by the Government has directly or indirectly any share or interest in this work.</p>
60		<p>Clause-46 The Contractor will not be allowed to withdraw his tender and ask for the return of earnest money before expiry of the period of three months, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.</p>
61		<p>Clause-47 Notwithstanding anything contained in any clause of this contract and further notwithstanding the fact that the final completion Certificate has been awarded to the Contractor and his 50% Security deposit refunded, the liability of the Contractor for the purpose of "Defect Liability" shall extend for the period of 12 months from the date of issue of the completion Certificate for removal including replacement of any defect found in the works due to construction or any other cause directly attributed to and a result of defective work or negligence in carrying out the work. The remaining 50% security deposit will be refunded</p>

after 12 months after removal of defects, if any.			62
<p>The Contractor shall employ at his cost at the site of work for effective planning, supervision and control of the work, adequate, full time Director (W&amp;S) Engineering staff and trained and experience licensed electricians and mechanics of respective trade in addition to the usual team of following scales:</p> <p>Work costing upto Rs. 15.0 lacs : A Diploma holder.</p> <p>Work costing over Rs. 15.0 Lacs : A Professional Engineer</p> <p>Registered with Pakistan Engineering Council.</p> <p>Such persons work on the job shall be deemed to the authorized agents at site of the Contractor and shall receive all orders &amp; instructions of the Executive Engineer (Works), Engineer and Consultants or their authorized representatives and shall also be responsible to maintain a work-order book and other registers at site and shall forth with take actions to carry out the orders and instructions.</p>	Clause 48		63
<p>if any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objections of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is hereinafter provide for as has been so decided, every such matter including whether its decisions has been otherwise provided for and or regards the right of and obligations of the parties as the result of such termination or a board with the mutual consent of the Executive Engineer (Works) and the Contractor and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be payable or recoverable in respect of the matter so referred.</p>	Clause 49		64
<p>The parties shall not be considered to be at default in the execution of their contractual obligations or any of them to the extent that</p>	Clause 50	Force Majeure	64

<p>the execution of such obligations or any of them is delayed or omitted by cause of force majeure. Each part will advise the other party by written notice within 30 days of the occurrence of any such case force majeure employed therein shall mean acts of the Public enemy wars (whether declared or not) hostilities, revolutions, civil disturbances, epidemics, fires, floods, earth quakes, weather causes of similarly nature which render the performance of this agreement unfeasible and inspite of the exercise is unable to overcome.</p>	<p>Clause-51</p>	<p>Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the on following conditions:          (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;</p> <p>(ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and</p> <p>(iii) This Advance including the interest shall be recovered in 5 equal instalments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.</p>	<p>63</p>
<p>Mobilization Advance</p>	<p>Mobilization Advance</p>	<p>Mobilization Advance</p>	<p>63</p>

**Environmental Health & Safety/ Construction Safety**

Construction and renovation activities that could be classified as construction include building renovations, excavation and trenching operations, painting, masonry, and certain activities associated with building systems such as HVAC, plumbing, and electrical supply.

Construction work can be particularly hazardous. The use of personal protective equipment, fall protection, fire safety, electrical safety, and other precautions are essential for safe construction work.

The following rules apply to construction sites:

- Heed all warning signs that have been posted.
- Do not walk, stand, or work under suspended loads. If you raise the load, be sure to crib, block, or otherwise secure the load as soon as possible.
- Avoid placing unusual strain on equipment or materials.
- Be prepared for unexpected hazards. BE ALERT!
- Fatigue is a serious risk on the job. If you are tired, slow down, get help, or switch to a task that doesn't require as much precision. Never let too little sleep jeopardize your safety.
- If you are not sure what to do or how to do it, ask. Never go ahead on a job unless you know what you are doing, what the risks are, and how to protect yourself.
- Think of safety as one of your most important job responsibilities. Before starting each job, plan it out. Think about tools, materials, and protective equipment you will need and the procedures you will follow.
- Keep your work area clear of potential hazards such as items that you could trip over or bump into, materials that could catch fire, or chemicals that could spill.
- Never ignore a safety hazard. Either fix it or report it.
- Report all incidents and near misses to your supervisor and the Office of Safety.
- Know what to do in an emergency. There isn't time to review procedures when an emergency situation occurs. If you are unsure, ask your supervisor before you begin the job.



The cost difference in the prices specified in the schedule of rates for following items shall be paid separately and as per actual consumption / quantities executed and in accordance with Notifications issued by Standing Rates Committee, Government of Sindh from time to time.

Item	Rate provided in Schedule of Rates	Unit	Rate Allowed w.e.f 01-07-2011	Cost Difference payable/recoverable w.e.f.	Remarks
M.S. Bars (Tor)					
Cement (OPC)					
Bricks 9"x4 1/2"x3" (First Class)					
Deodar Wood (first Quality)					
Partial Wood					
Bitumen					
Any other item if notified by Standing Rates Committee, Government of Sindh					

Any change in the above price by Standing Rates Committee Government of Sindh during the currency of contract, the difference will be payable to or, as the case may be recoverable from the contractor. The effect of the revision of the prices will be confined to the quantity of the items which is actually consumed after the date of such revision.

Not Applicable (N/A)

The electric and water connection will be provided at one point respectively near the site of work. The Contractor will be responsible for further distribution where ever required including making complete arrangements for shortage of water. The cost of electric energy consumed as per prevailing tariff including service charges of WAPDA will be paid by the contractor. The cost of water consumed in the work will be recovered from the bills of the contractor at 2% (two percent) of the cost of these items of works on which water is used.

**Special Conditions**

Terms and Conditions for providing network equipment and cabling services at Mehran UET

**Vendor Eligibility:**

In order to qualify for installation of the Structured Cabling System, Vendor/Contractor must fulfill the following requirements:

- Vendor must be in the same business for at least 5 years.
- Must have completed the similar work with similar size for at least 5 projects and their completion time frame.
- Vendor must provide the number of employees and their qualifications.

- Cabling Vendor shall supply all necessary labor, tools, equipment, and permits required to execute the design and installation of the scope of work required by this RFP and by the best industry standards. In the event of a conflict, the most stringent and highest standard shall be applied for the benefit of MUE. The selected vendor must own testing equipment and possess the ability to test to the most current adopted EIA/TIA standards.

- Cabling Vendor will attend weekly project progress meetings and perform on-site visits. Progress meetings are in addition to any meetings that may be required during the project to coordinate with other trades.

- Cabling Vendor will not subcontract services or labor without the express knowledge and consent of MUE.
- Cabling Vendor will be responsible for the daily clean-up of debris from its work to a central location on the floor for removal by the construction manager.

**Network Equipment and Cabling and other Accessories:**

- The CAT-6 Cables must be Schneider or 3M or equivalent.
- The Access Switches must be of CISCO, HP or equivalent brands.
- The Wireless Router's must be of Linksys, HP or equivalent brands.
- Only the standard Voice structured cabling work is acceptable, that is free from any type of joints and looping.

**Other terms and conditions:**

Vendor must also provide a schedule of the work which must highlight the following activities:

1. Procurement
2. Delivery dates
3. Installation

Vendor must perform installation as per standards complete with all aspects including Providing/Fixing, installing, tagging and all possible relevant documentation as well as project completion time frame.

**ACCEPTANCE TESTING**

- 4. Termination
- 5. Testing
- 6. In-House Acceptance Testing
- 7. Final Acceptance
- 8. System Hand-Over / Ready for Service

- Vendors should provide a complete test and verification time schedule for the installed cabling system to ensure the standard performance and functionality.
- MUEE requires being party to the performance testing at any time.
- All results, failures, and corrective action taken, as part of the vendor's test procedure should be fully documented and open for inspection by MUEE's personnel at any time.
- MUEE's 'in-house' acceptance testing will consist of:
  - Visual inspection of cabling (above and under floor)
  - Functional testing of randomly selected links.
- MUEE shall have the right to reject the system because of any 'Service Affecting' faults/deficiencies found during the 'in-house' acceptance testing. The vendor shall provide a schedule of rectification and programme for all deficiencies identified acceptance testing.
- Final Acceptance may also include the BQ verification.

**SUNGREEN ELECTRIC & CONSTRUCTION CO.**  
 93, Ghafloor Chamber 6th Floor,  
 Abdullah Haroon Rd: Karachi.

*[Signature]*  
 ENGINEER

Witness:  
 1. *[Signature]*  
 2. *[Signature]*

Witness:  
 1. *[Signature]*  
 2. *[Signature]*  
 Executive Engineer (Works)

Certified that the Tender/Agreement has been prepared/executed under our supervision and we are satisfied that it has been correctly prepared/executed.

Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

1. The bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the works.
2. Foreign Currency Requirement as percentage of the bid price excluding Provisional Sums \_\_\_\_\_%
3. Table of Exchange Rates

Equivalent in Pak. Rupees

Unit of Currency

-----  
Australian Dollar

-----  
Euro

-----  
Japanese Yen

-----  
U.K. Pound

-----  
U.S. Dollars

-----

-----

Not Applicable

PRICE ADJUSTMENT UNDER CLAUSE 70/13.8  
OF CONDITIONS OF CONTRACT

A. Weight ages or coefficients are used for price adjustment.

The source of indices and the weight ages or coefficients for use in the adjustment formula under Clause 13.8 shall be as follows:  
*(To be filled by the procuring agency)*

Cost Element	Description	Weight ages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labor		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement - in bags		" "
(iv)	Reinforcing Steel		" "
(v)	High Speed Diesel (HSD)		" "
(vi)	Bricks		" "
(vii)	Bitumen		" "
(viii)	Total	1.000	

Not Applicable.

Notes:

- 1) Indices for "(i)" to "(vii)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 15 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, procuring agency to determine the weight age of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

B When Escalation is allowed on the materials only.  
 Price adjustment on following items shall be allowed:

Cost Element	Description	Weight ages	Applicable index
1	2	3	4
(i)	Cement - in bags		Government of Pakistan (GPI) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin "
(ii)	Reinforcing Steel	"	"
(iii)	Bricks	"	"
(iv)	Bitumen	"	"
(v)	Wood (Composite item)	"	"
	Total five items		

Not Applicable

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract ( in case of item not mentioned in Bill of Quantities).

3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.

5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.

6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.

7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract.

Not Applicable



**BILL OF QUANTITIES****C. Day work Schedule****General**

1. Reference is made to Sub-Clause 13.6 of the General Conditions of Contract. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall be carried forward to the bid price.

**Day work Labour**

2. In calculating payments due to the contractor for the execution of day work, the actual time of classes of labour directly doing the day work ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The contractor shall be entitled to payment in respect of the total time that labour is employed on day work, calculated at the basic rates entered by him in the Schedule of day work Rates for labour together with an additional percentage, payment on basic rates representing the contractor's profit, overheads, etc., as described below:
  - a) the basic rates for labour shall cover all direct costs to the contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
  - b) the additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of staging"s, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

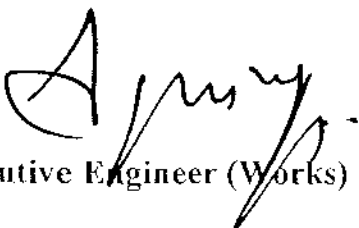
**Not Applicable**


BILL OF QUANTITIES

MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY, JAMSHORO

NETWORK EQUIPMENT FOR EXTENDING DATA & VOICE FACILITY  
TO CIVIL ENGINEERING DEPARTMENT, MEHRAN UNIVERSITY  
INSTITUTE OF SCIENCE, TECHNOLOGY & DEVELOPMENT AND  
TRANSPORT DIRECTORATE

S.NO.	DESCRIPTION	AMOUNT
1.	Civil Engineering Department	36,65,900.00 3666400
2.	Mehran University Institute of Science, Technology & Development	20,72,500.00
3.	Transport Directorate	1,55,000.00
TOTAL		58,93,400.00 5893400

  
Executive Engineer (Works)

  
Contractor  
**SUNGREEN ELECTRIC & CONSTRUCTION CO:**  
93, Ghafoor Chamber 6th Floor,  
Abdullah Haroon Rd: Karachi.

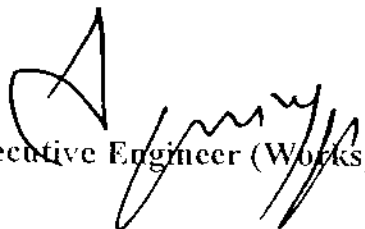
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**CIVIL ENGINEERING DEPARTMENT**

Description		Quantity	Rate	Amount
<b>Structured Cabling for Data Network.</b>				
<b>S#</b>	<b>Passive Components.</b>	<b>Qty</b>	<b>Unit</b>	
1	Providing/Installing fujicora SM 6/8 cores indoor O.F Cable OR equivalent used for up-link.	400	Fts	300/- = 1,20,000.00
2	Providing/Fixing, Installing ODF (12-port)	2	Nos	20000/- = 40,000.00
3	Providing/Fixing, Installing 1.5m Pigtails.	12	Nos	5000/- = 60,000.00
4	Providing/Fixing, Installing fujicora SC to LC Fiber Patch cords OR equivalent	3	Nos	1900/- = 5,700.00
5	Splicing, Testing and Certification of 8x2=16 cores complete in all aspects.	16	S/T/C	5000/- = 80,000.00
6	Providing/Fixing, Installing 15U size Cabinets.	1	No	25000/- = 25,000.00
7	Providing/Fixing, Installing 09U size Cabinets.	3	Nos	15000/- = 45,000.00
8	Providing/Fixing, Installing/testing and tagging Schneider /3M Cat-06(Running ft) 4 Pair Cable OR equivalent.	16000	Fts	40/- = 6,40,000.00
9	Providing/Fixing, Installing Duct-Line (Medium Size 25x40) OR equivalent.	8000	Fts	35/- = 2,80,000.00
10	Providing/Fixing, Installing Schneider /3M 3 meters Patch cords of Cat-06 OR equivalent.	130	Nos	1700/- = 2,21,000.00
11	Providing/Fixing, Installing Schneider /3M 2 meters Patch cords of Cat-06 OR equivalent.	130	Nos	1500/- = 1,95,000.00
12	Providing/Fixing, Installing Schneider /3M Base IO Cat-06 with Face Plate/Box or equivalent.	130	Nos	2000/- = 2,60,000.00
13	Providing/Fixing, installing/testing and tagging Schneider /3M 24 Ports Patch panels OR equivalent.	12	Nos	12000/- = 1,44,000.00
14	Standard Passive PoE Splitter's	12	Nos	350/- = 4,200.00
<b>Active Components.</b>				
15	Providing Network Switches (HP/Cisco OR Equivalent) (24) Ports, Most preferably Layer 2 Managed Device.	1	No	28000/- = 28,000.00
16	Providing Network Switches (HP/Cisco OR Equivalent) (48) Ports, Most preferably Layer 2 Managed Device.	7	Nos	40000/- = 2,80,000.00
17	Cisco SFP Module (Product Number GLC-LH-SM).	2	Nos	18000/- = 36,000.00

18	Providing Wifi Router (Linksys/HP OR Equivalent), Most preferably Web Managed Device.	6	Nos	5000/=	30,000.00
19	Providing/fixing/Installing Chloride 3 KV UPS (Tower casing with Online mode) OR Equivalent.	3	Nos	45000/=	1,35,000.00
20	Fixing power sockets compatible with all type of plugs, complete with all aspects. (Location, where 9/15U cabinets will install.)	4	Nos	5000/=	20,000.00
<b>Structured cabling for Voice Network.</b>					
<b>Passive Components.</b>					
21	Providing/Fixing, Installing Schneider /3M Cat-06(Running ft) OR equivalent.	8500	Fts	40/=	3,40,000.00
22	Providing/Fixing, Installing Adamjee Duct-Line (Large Size 40x40 OR Equivalent).	300	Fts	55/=	16,500.00
23	Providing/Fixing, Installing Adamjee Duct-Line (Medium Size 25x40 OR Equivalent).	8200	Fts	35/=	2,87,000.00
24	Providing/Fixing, Installing Schneider /3M Base IO Cat-06 with Face Plate/Box OR equivalent.	45	Nos	2000/=	90,000.00
25	Providing/Fixing, Installing GI Pipe (04" Size).	300	Fts	280/=	84,000.00
26	Providing/Fixing, Installing 3Com voice strips OR Equivalent.	05	Nos	20000/=	1,00,000.00
<b>Active Components.</b>					
27	Providing/Fixing, Installing Panasonic (Malaysian made) Analogue telephone sets OR Equivalent.	05	Nos	20000/=	1,00,000.00
<b>TOTAL</b>					<b>36,65,900.00</b>

3665400-

  
Executive Engineer (Works)

  
Contractor

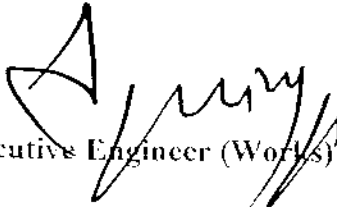
**SUNGREEN ELECTRIC & CONSTRUCTION CO:**  
93, Ghafoor Chamber 6th Floor,  
Abdullah Haroon Rd: Karachi.


**MEHRAN UNIVERSITY INSTITUTE OF SCIENCE, TECHNOLOGY & DEVELOPMENT**

Description		Quantity	Rate	Amount
<b>Structured Cabling for Data Network.</b>				
<b>S#</b>	<b>Passive Components.</b>	<b>Qty</b>	<b>Unit</b>	
1	Providing/Fixing, Installing 3M/ Schneider Cat-06(Running ft) 4 Pair Cable OR equivalent.	9000	Fts	40/- 3,60,000.00
2	Providing/Fixing, Installing 15U size Cabinets.	2	Nos	25000/- 50,000.00
3	Providing/Fixing, Installing 3M/ Schneider 3 meters Patch cords of Cat-06 4 Pair Cable OR equivalent.	105	Nos	1700/- 1,78,500.00
4	Providing/Fixing, Installing 3M/ Schneider 2 meters Patch cords of Cat-06 4 Pair Cable OR equivalent.	105	Nos	1500/- 1,57,500.00
5	Providing/Fixing, Installing Duct-Line (Medium Size 40x40 or Equivalent).	3500	Fts	55/- 1,92,500.00
6	Providing/Fixing, Installing 3M/ Schneider Base IO Cat-06 with Face Plate/Box OR equivalent.	105	Nos	2000/- 2,10,000.00
7	Providing/Fixing, installing 3M/ Schneider 24 Ports Patch panels OR equivalent.	6	Nos	12000/- 72,000.00
<b>Active Components.</b>				
8	Providing Network Switches (HP/Cisco OR Equivalent) (24) Ports, Most preferably Layer 2 Managed Device.	2	Nos	28000/- 56,000.00
9	Providing Network Switches (HP/Cisco OR Equivalent) (48) Ports, Most preferably Layer 2 Managed Device.	2	Nos	40000/- 80,000.00
10	Providing Wifi Router (Linksys/HP OR Equivalent), Most preferably Web Managed Device. Linksys EA3500 Series.	1	No	5000/- 5,000.00
11	Fixing power sockets compatible with all type of plugs, complete with all	3	Nos	5000/- 15,000.00

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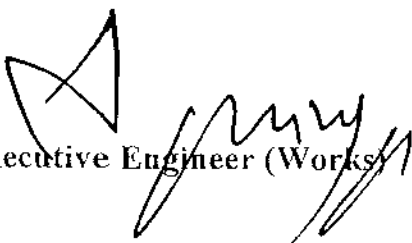
	aspects. (Location, where 9/15U cabinets will install.)				
<b>Structured Cabling for Voice Network.</b>					
<b>Passive Components.</b>					
12	Providing/Fixing, Installing 3M/ Schneider Cat-05(Running ft) 4 Pair Cable OR equivalent.	4800	Fts	40/-	1,92,000.00
13	Providing/Fixing, Installing Duct-Line (Large Size 40x40 OR Equivalent).	300	Fts	55/-	16,500.00
14	Providing/Fixing, Installing Duct-Line (Medium Size 25x40 OR Equivalent).	4500	Fts	35/-	1,57,500.00
15	Providing/Fixing, Installing 3M/ Schneider Base IO Cat-06 with Face Plate/Box OR equivalent.	15	Nos	2000/-	30,000.00
16	Providing/Fixing, Installing 3Com voice strips OR Equivalent.	05	Nos	20000/-	1,00,000.00
<b>Active Components.</b>					
17	Providing/Fixing, Installing Panasonic (Malaysian made) Analogue telephone sets OR Equivalent.	10	Nos	20000/-	2,00,000.00
<b>TOTAL</b>					<b>20,72,500.00</b>


  
Executive Engineer (Works)

  
**BUNGREEN ELECTRIC & CONSTRUCTION CO:**  
93, Ghafoor Chamber 6th Floor,  
Abdullah Haroon Rd: Karachi.

**TRANSPORT DIRECTORATE**

Description		Quantity	Rate	Amount
<b>Structured Cabling for Data Network.</b>				
<b>S#</b>	<b>Passive Components.</b>	<b>Qty</b>	<b>Unit</b>	
1	Providing/Fixing, Installing Cat-06(Running ft) 4 Pair Cable.	50	Fts	40/-
2	Splicing, Testing and Certification of 8x1=08 cores complete in all aspects	8	S/T/C	5000/-
3	Providing/Fixing, installing 24 Ports Patch panels.	1	No	12000/-
<b>Active Components.</b>				
4	Providing Network Switches (HP/Cisco OR Equivalent) (24) Ports, Most preferably Layer 2 Managed Device.	1	No	28000/-
5	Providing Wifi Router (Linksys/HP OR Equivalent), Most preferably Web Managed Device. Linksys. EA3500 Series.	1	No	5000/-
6	Cisco SFP Module (Product Number GLC-LH-SM)	1	No	18000/-
7	Providing/fixing/Installing 3 KV UPS (Tower casing with Online mode).	1	No	45000/-
8	Fixing power sockets compatible with all type of plugs, complete with all aspects. (Location, where 9/15U cabinets will install.)	1	No	5000/-
<b>TOTAL</b>				<b>1,55,000.00</b>

  
Executive Engineer (Works)

Contractor  
  
**SUNGREEN ELECTRIC & CONSTRUCTION CO:**  
93, Ghafoor Chamber 6th Floor,  
Abdullah Haroon Rd: Karachi.

### SCHEDULE OF DAYWORK RATES

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	-----etc-----	Hr	500			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122	<b>Sub-Total</b>					
	Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule _____					
	Total for Day work: Labour : _____					
	(Carried forward to Day work Summary)					

(Not Applicable)



**Day work Material**

4. The contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
  - b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
  - c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

*(Not Applicable)*

## SCHEDULE OF DAYWORK RATES

## II. Materials

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M: Ton	200			
D202	Mild Steel reinforcing bar up to 16mm diameter to BS 4449 or equivalent	M: Ton	100			
D203	Fine aggregate for concrete as specified in Clause	Cu: M	1,000			
D204	-----etc-----					
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M: Ton	10			
D223	Sub-Total					
	Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Day work Schedule _____					
	Total for Day work: Materials _____					
	(Carried forward to Day work Summary) _____					

(Not Applicable)

**Day Work Constructional Plant**

5. The contractor shall be entitled to payments in respect of constructional plant already on site and employed on Day work at the basic rental rates entered by him in the Schedule of Day work Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the site where the constructional plant was located when ordered by the Engineer to be employed on Day work and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Day work shall be stated in Pakistani Rupees.

(Not Applicable)

## SCHEDULE OF DAYWORK RATES

## III. Constructional Plant

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D301	Excavator ,face shovel or dragline: 1. Up-to and including 1 Cu.M. 2. Over 1 Cu.M to 2 Cu. M. 3. Over 2 Cu. M	Hr Hr Hr	500 400 100			
D302	Tractor (tracked) including bull or angle dozer: 1. Up-to and including 150 HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr Hr Hr	500 400 200			
D303	Tractor with ripper: 1. Up-to and including 200 HP 2. Over 200 to 250 HP		400 200			
D304	-----etc-----					
Total for day work: Constructional Plant (Carried forward to day work summary)						

(Not Applicable)

**DAYWORK****Summary (Day work)**

		Amount (Rs.)
(I)	Total for day work: Labour	_____
(II)	Total for day work: Materials	_____
(III)	Total for day work: Constructional Plant	_____
Total for day work		_____
(Carried forward to summary page of Bill of Quantities)		

*(Not Applicable)*

## Appendix-E to Bid

**PROPOSED CONSTRUCTION SCHEDULE**

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the works shall be completed on or before the date stated in Appendix-A to Bid. The bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet procuring agency's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
1) Whole works	_____ days
2) Part-A	_____ days
3) Part-B	_____ days
4) _____	_____ days
5) _____	_____ days

## METHOD OF PERFORMING THE WORK

[The bidder is required to submit a narrative outlining the method of performing the work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

**LIST OF MAJOR EQUIPMENT – RELATED ITEMS**

[The bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]



**LIST OF MAJOR EQUIPMENT (SAMPLE)**

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

## CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the contractor's construction camp.

The bidder shall list or explain his plans for providing these facilities for the service of the contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
  - a) Power (expected power load, etc.).
  - b) Water (required amount and system proposed).
  - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
  - a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
  - b) Warehouses and Storage Areas (area required, type of construction and layout).
  - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

**LIST OF SUBCONTRACTORS**

I/We intend to subcontract the following parts of the work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

(Not Applicable)

**ESTIMATED PROGRESS PAYMENTS (SAMPLE)**

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the works and the Rates in the Bill of Quantities, expressed in Pakistani Rupees:

Quarter/ Year/ Period	Amounts (in thousands)
1	2
1st Quarter	
2 <sup>nd</sup> Quarter	
3 <sup>rd</sup> Quarter	
4 <sup>th</sup> Quarter	
5 <sup>th</sup> Quarter	
6 <sup>th</sup> Quarter	
7 <sup>th</sup> Quarter	
8 <sup>th</sup> Quarter	
9 <sup>th</sup> Quarter	
Bid Price	

BK-1

Appendix-K to Bid

**ORGANIZATION CHART  
FOR THE  
SUPERVISORY STAFF AND LABOUR**

(To be filled in by the bidder)

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GnS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....  
[ Executive Engineer (Works )

[Contractor]

**FORMS**

**BID SECURITY  
PERFORMANCE SECURITY  
CONTRACT AGREEMENT  
MOBILIZATION ADVANCE GUARANTEE  
INDENTURE BOND FOR SECURED ADVANCE**

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

\_\_\_\_\_ (hereinafter called the 'Procuring Agency') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the bidder furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) that the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.



PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum upon first written demand of the procuring agency (without cavil or argument) and without requiring the procuring agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the procuring agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

SURETY (Bank):

1. \_\_\_\_\_  
\_\_\_\_\_

Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)

PS-1

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the \_\_\_\_\_ procuring agency's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without

cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between \_\_\_\_\_ (hereafter called the "Procuring Agency") of the one part and \_\_\_\_\_ (hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Special Conditions of Contract - Part II;
  - (f) The General Conditions - Part I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);
  - (h) The completed Appendices to Bid (B, C, E to L);
  - (i) The Drawings;
  - (j) The Specifications.
  - (k) \_\_\_\_\_ (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the procuring agency to execute and complete the works and remedy defects therein in conformity and in all respects with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signature of the Contactor

\_\_\_\_\_  
(Seal)

Signature of Procuring Agency

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)

**MOBILIZATION ADVANCE GUARANTEE**

Bank Guarantee No. \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called the 'Procuring Agency') has entered into a Contract for \_\_\_\_\_

(Particulars of Contract)

with \_\_\_\_\_ (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees \_\_\_\_\_ (Rs \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS, the Procuring Agency has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, \_\_\_\_\_ (Scheduled Bank in Pakistan)

(Hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the **procuring agency** agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the procuring agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the procuring agency shall be the sole and final judge, on the part of the Contractor, shall be given by the procuring agency to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until \_\_\_\_\_ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees \_\_\_\_\_ (Rs \_\_\_\_\_).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

1. Signature \_\_\_\_\_

2. Name \_\_\_\_\_

3. Title \_\_\_\_\_

WITNESS

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_  
(Name Title & Address)

\_\_\_\_\_  
Corporate Guarantor (Seal)

absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances in the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the



enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... (Rs. .... ) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not, withstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best :-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Singed, sealed and delivered by\*

In the presence of

1st witness

2nd witness

SEAL

Singed, sealed and delivered by\*

In the presence of

1st witness

2nd witness

SEAL

## DRAWINGS

Construction drawings are attached with contract documents and construction drawings shall be issued to Bidder after acceptance of Bid.

# SINDHI 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. Mehran University of Engineering & Technology, Jamshoro
- 2) PROVINCIAL / LOCAL GOVT. / OTHER Autonomous
- 3) TITLE OF CONTRACT Rehabilitation of Old Admission Section in the Old Academic
- 4) TENDER NUMBER No. DP/W&S/MUF/JAM-113, Dated 14.05.2014
- 5) BRIEF DESCRIPTION OF CONTRACT Rehabilitation of Old Admission Section in the Old Academic
- 6) FORUM THAT APPROVED THE SCHEME From Rehabilitation
- 7) TENDER ESTIMATED VALUE Rs. 2,538,410.00
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs. 2,538,410.00
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 06 (Six) Months
- 10) TENDER OPENED ON (DATE & TIME) 05.06.2014 @ 12:30 PM
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 03 Numbers
- 12) NUMBER OF BIDS RECEIVED 03 Numbers
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03 Numbers
- 14) BID EVALUATION REPORT (Enclose a copy) Already sent
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Pakistan Electric Works, Hyderabad
- 16) CONTRACT AWARD PRICE Rs. 2,506,863.00
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID)  
1) M/s Pakistan Electric Works, Hyd.  
2) Ubedullah Qureshi & Co., Hyd  
3) Gu' Tracers, Hyo.
- 18) METHOD OF PROCUREMENT USED: - (Tick one)
- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE  Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE  No
- c) TWO STAGE BIDDING PROCEDURE  No
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE  No

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

Vice Chancellor

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT

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

Yes  No

21) ADVERTISEMENT

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

Yes	S.# 20b17 ID: 15/5216130 Date: 19-05-2014
No	

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

Yes	Express 16-05-14, Sobh 16-05-14 Dawn 17-05-14 & Sindh Express 16-05-14
No	

22) NATURE OF CONTRACT

Domestic  Int.

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes  No

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes  No

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

Yes  No

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes  No

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes  No

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes  No

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

Yes  No

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes  No

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

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

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

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

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

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

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

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

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

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

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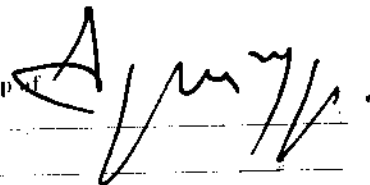
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC)?

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

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

Signature & Official Stamp  
Authorized Officer



FOR OFFICE USE ONLY

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



**UNIVERSITY OF ENGINEERING & TECHNOLOGY  
JAMSHORO, SINDH, PAKISTAN**

Tel: (91) 922-771212, (91) 922-771483

Box, XI-51 Works/MI P.O. Jamshoro  
Dated: 18/07/2014

✓  
To: The Director (S&S)  
Government Regulatory Authority  
New General Administration &  
Government Office Building,  
Public Sector Office, Court Road  
Jamshoro

22/7  
DD(AOE)

**DEPARTMENT OF REGULATION FORMS**

Enclosed with the following documents for the work "Networks and  
Voice Facility to Civil Engineering Department, University of  
Engineering, Technology & Development, and Transport Hub."

- Contract Form
- Contract Regulation Form
- Bill of Materials
- Revenue Stamps pasted on Agreement.

628  
21-7-14

*[Signature]*  
Director (S&S)  
Government Regulatory Authority

With compliments to the Director (S&S) Govt. Authority





Vice Chancellor

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT

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

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

21) ADVERTISEMENT:

i) SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	SPPRA Sr No 20517, Dated 19-05-2014
	No	
ii) News Papers (If yes, give names of newspapers and dates)	Yes	Daily Dawn 17-5 Daily Express, 16-5, Daily Sindh Express 16-5 & Daily Sobh, 16-5-14
	No	

22) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
-------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

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

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

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

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	x

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

Yes	
No	x

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

Yes	
No	x

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

Yes	
No	x

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

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

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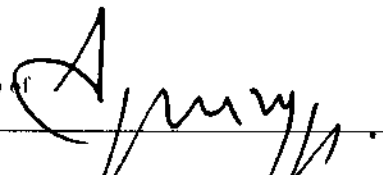
37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE, ETC.)?

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

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	x

Signature & Official Stamp of  
Authorized Officer



**FOR OFFICE USE ONLY**

Exch. No. \_\_\_\_\_ (Works)  
MUE1, JAMSHORO.

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

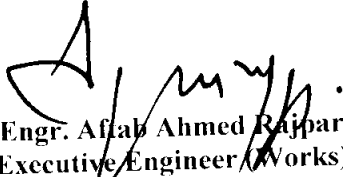
## Bid Evaluation Report

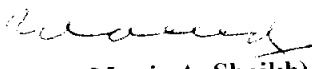
1. Name of Procuring Agency: Mehran University of Engineering & Technology, Jamshoro.
2. Tender Reference No: No. Dir(W&S)/MUET/JAM/-113, Dated 14-05-2014
3. Tender Description/Name of work/Item: Network Equipment for Extending Data & Voice Facility to Civil Engineering Department, Mehran University Institute of Science, Technology & Development and Transport Directorate.
4. Method of Procurement: Domestic/ Local.
5. Tender Published: MUET Web Site on 16-05-2014, SPPRA Web Site Sr. 20517 on 19-05-2014.  
*Print & Electronic Media (SPPRA ID Sr. No. 20517 Dated 19-05-2014.*  
*(News Paper published in "Daily Dawn" on 17-05-2014, "Daily Sobh" on 16-05-2014, "Daily Express" on 16-05-2014 & "Daily Sindh Express" 16-05-2014*
6. Total Bid documents Sold: 03 Nos.
7. Total Bids Received: 03 Nos.
8. Technical Bid Opening date: (if applicable) N/A
9. No. of Bid technically qualified (if applicable): N/A
10. Bid(s) Rejected: Nil
11. Financial Bid Opening date: 05-06-2014

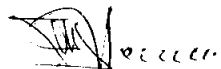
### 12. Bid Evaluation Report:

Estimated Cost: **Rs. 5,957,000.00**

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost Above/ Below	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	M/s Sungreen Electric & Construction Co., Karachi.	Rs.5,893,900.00	1 <sup>st</sup>	-1.059% (Below)	Acceptable due to 1 <sup>st</sup> lowest.	
2.	M/s Pakistan Electric Works, Hyderabad	Rs.6,259,900.00	2 <sup>nd</sup>	+5.085% (Above)	2 <sup>nd</sup> Lowest	
3.	M/s Gul Traders, Hyderabad	Rs.6,349,800.00	3 <sup>rd</sup>	+6.594% (Above)	3 <sup>rd</sup> Lowest	

  
(Engr. Aftab Ahmed Rajpar)  
Executive Engineer (Works)  
MUET, Jamshoro

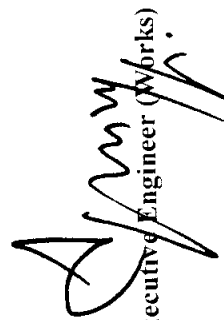
  
(Engr. Munir A. Shaikh)  
Director Finance  
MUET, Jamshoro

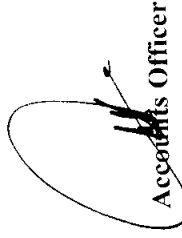
  
(Engr. Qamar-ul-Hassan Memon)  
Project Director  
(University of Sindh)

COMPARATIVE STATEMENT

NAME OF WORK: NETWORK EQUIPMENT FOR EXTENDING DATA & VOICE FACILITY TO CIVIL ENGINEERING DEPARTMENT,  
MEHRAN UNIVERSITY INSTITUTE OF SCIENCE, TECHNOLOGY & DEVELOPMENT AND TRANSPORT  
DIRECTORATE AT MUET, JAMSHORO.

S.#	NAME OF CONTRACTOR/ FIRM/ COMPANY	ESTIMATED COST IN RS.	CONTRACTORS QUOTED BID AMOUNT	MATHEMATICALLY CORRECT BID AMOUNT	% ABOVE/BELOW ESTIMATED COST	RANK
1	M/s Sungreen Electric & Construction Co., Karachi	5,957,000.00	5,893,400.00	5,893,900.00	-1.059 Below	1st Lowest
2	M/s Pakistan Electric Works, Hyderabad.	5,957,000.00	6,259,900.00	6,259,900.00	5.085 Above	2nd Lowest
3	M/s Gul Traders, Hyderabad.	5,957,000.00	6,349,800.00	6,349,800.00	6.594 Above	3rd Lowest

  
Executive Engineer (Works)




  
Accounts Officer

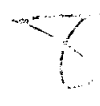
OPENED TENDERS LIST

NETWORK FOR EXPANDING DATA RECORDING CAPACITY TO CIVIL ENGINEERING  
DEPARTMENT, MIRAN UNIVERSITY INSTITUTE OF SCIENCE, TECHNOLOGY &  
DEVELOPMENT AND TRANSPORT DIRECTORATE AT MUEL, JAMSHORO.

Sl. No. of work

OPENED ON 05-06-2014

S.NO.	NAME OF CONTRACTOR	ESTIMATED COST	TENDERED COST	SIGNATURE OF CONTRACTOR	REMARKS
1	M/s Pakistan Electric Works, Hyderabad.		Rs. 6259900--		Rs. 125500-- Service Bank DT: 05-06-2014 No. 00911563
2	M/s Gulf Traders, Hyderabad.	5,007,000	Rs. 6319300--		Rs. 127500-- L.A.S. DT: 05-06-2014 No. 10206621
3	M/s Simgreen Electric & Construction Co., Karachi.		Rs. 5893400--		Rs. 118000-- HBL MUEI, Jamshoro DT: 05-06-2014 No. 10206623.

  
A. A. M.  
Chief Engineer (Network)  
Directorate of Jamshoro  
Muel, Jamshoro

  
A. A. M.  
Chief Engineer (Network)  
Directorate of Jamshoro  
Muel, Jamshoro

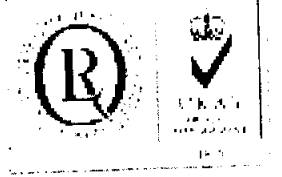


11-06-2014

**MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY,  
JAMSHORO, SINDH, PAKISTAN.**

Tel: Off: +92-222-771212, Fax: +92-222-771403

E-mail: [alfab.rajpar@admin.muett.edu.pk](mailto:alfab.rajpar@admin.muett.edu.pk)



No. MUET/XEN(Works)/JAM/-67,  
Dated: 09-06-2014

M/s Pakistan Electric Works, Hyderabad  
M/s Ubedullah Qureshi & Co., Hyderabad  
M/s Gul Traders, Hyderabad

1076  
DD (A&F)

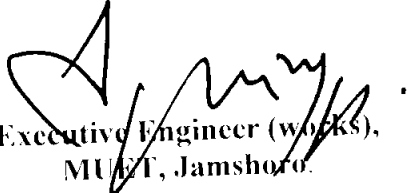
SUBJECT: - **BID EVALUATION REPORT SHOWING THE RANKING OF BID FOR THE  
WORK "REHABILITATION OF OLD ADMISSION SECTION IN THE OLD  
ACADEMIC BLOCK AT MUET, JAMSHORO".**

Ref:

Gentlemen,

The office of the undersigned has prepared the Bid Evaluation Report as attached showing the ranking of Bid Documents quoted by you for the above subjected works.

This is for your kind information and if any objection by you, please submit your complaint within 07 days, after that it is presumed that you have no any objection and work order issued to the lowest bidder.

  
Executive Engineer (works),  
MUET, Jamshoro.

C. C. To.

1. Director (Works & Services), MUET, Jamshoro.
2. Director Finance, MUET, Jamshoro.
3. Additional Director, ICPC, MUET, Jamshoro, *(For up-loading on Web-Site)*
- ✓ 4. Director (A&F), Govt. of Sindh, Sindh Public Procurement Regulatory Authority, SPPRA), Karachi. *(For up-loading on SPPRA Web-Site).*
5. Secretary to the Vice Chancellor, MUET, Jamshoro.

NO. 16817

DATE: 10-6

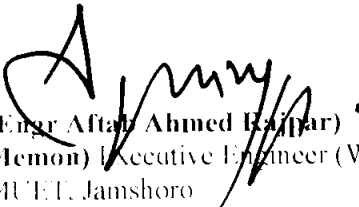
## Bid Evaluation Report

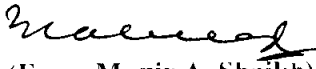
1. Name of Procuring Agency: Mehran University of Engineering & Technology, Jamshoro.
2. Tender Reference No: **No. Dir(W&S)/MUET/JAM/-113, Dated 14-05-2014**
3. Tender Description/Name of work/Item: **Rehabilitation of Old Admission Section in the Old Academic Block.**
4. Method of Procurement: **Domestic/ Local.**
5. Tender Published: **MUET Web Site on 16-05-2014, SPPRA Web Site Sr. 20517 on 19-05-2014.**  
*Print & Electronic Media (SPPRA ID Sr. No. 20517 Dated 19-05-2014.*  
*(News Paper published in Daily Dawn on 17-05-2014, Daily Sobh on 16-05-2014,*  
*Daily Express 16-05-2014 & Sindh Express on 16-05-2014.*
6. Total Bid documents Sold: **03 Nos.**
7. Total Bids Received: **03 Nos.**
8. Technical Bid Opening date: (if applicable) N/A
9. No. of Bid technically qualified (if applicable): N/A
10. Bid(s) Rejected: **Nil**
11. Financial Bid Opening date: **05-06-2014**

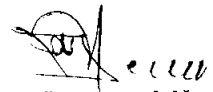
### **12. Bid Evaluation Report:**

Estimated Cost: **Rs. 2,538,410.00**

S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost Above/ Below	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1.	M/s Pakistan Electric Works, Hyderabad	Rs. 2,506,863.00	1 <sup>st</sup>	-1.24% (Below)	Acceptable due to 1 <sup>st</sup> lowest.	
2.	M/s Ubedullah Qureshi & Co., Hyderabad	Rs. 2,511,045.00	2 <sup>nd</sup>	-1.08% Below)	2 <sup>nd</sup> Lowest	
3.	M/s Gul Traders, Hyderabad	Rs. 2,529,616.00	3 <sup>rd</sup>	-0.35% Below)	3 <sup>rd</sup> Lowest	

  
(Engr. Aftab Ahmed Baig) Memon  
Executive Engineer (Works)  
MUET, Jamshoro

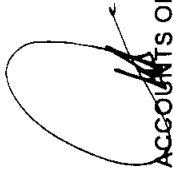
  
(Engr. Munir A. Shaikh)  
Director Finance  
MUET, Jamshoro


  
(Engr. Qamar-ul-Hassan)  
Project Director  
(University of Sindh)

## COMPARATIVE STATEMENT

Name of Work:- REHABILITATION OF OLD ADMISSION SECTION IN THE OLD ACADEMIC BLOCK MUET, JAMSHORO.

S #	Name of Firm or Bidder	ESTIMATED COST IN Rs.	CONTRACTOR QUOTED BID AMOUNT Rs.	MATHEMATICALLY CORRECT BID AMOUNT (Rs.)	% ABOVE/BELOW ESTIMATED COST	RANK
1	M/s Pakistan Electric Works, Hyderabad	2,538,410.00	2,506,863.00	2,506,863.00	-1.24% (Below)	1st Lowest
2	M/s Ubedullah Qureshi & Co., Hyderabad	2,538,410.00	2,511,045.00	2,511,045.00	-1.08% (Below)	2nd Lowest
3	M/s Gul Traders, Hyderabad	2,538,410.00	2,529,616.00	2,529,616.00	-0.35% (Below)	3rd Lowest

  
ACCOUNTS OFFICER

  
EXECUTIVE ENGINEER (WORKS)



TENDERS

Name of work: REPAIR/REPLACEMENTS OF OLD ADMISSION SLIPS GIVEN BY THE OLD ACADEMIC BLOCK IN U.M.C. COLLEGE, JAMSHORO.

OPENED ON 05-06-2014

S.NO.	NAME OF CONTRACTOR	ESTIMATED COST	TENDER NO.	SIGNATURE OF CONTRACTOR	REMARKS
1	M/s Parkman Electric Works, Hyderabad.		RS 2506886000		Rs. 515000- Signed by Date: 05/06/14 No. 009/11561
2	M/s Ubedullah Qureshi & Co., Hyderabad.	2.538 (M)	Rs. 2511045000		Rs. 515000- VABL, dt: 26-05-14 R/10206611
3	M/s Gulf Traders, Hyderabad.		Rs. 2521616000		Rs. 520000- VABL, dt: 26-05-14 No. 10206603 dt: 26-05-2014

Engineer Muneer A. Siddiqui  
 Director, Jamshoro  
 U.M.C. College

Engineer Jamar-ud-Hasnain  
 Project Director  
 U.M.C. College