

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1) NAME OF THE ORGANIZATION / DEPTT.	University of Sindh
2) PROVINCIAL / LOCAL GOVT / OTHER	Sindh Government
3) TITLE OF CONTRACT	Repair Runway at S.U. Thatta Campus at Thatta
4) TENDER NUMBER	EE/09 dated 11-09-2012
5) BRIEF DESCRIPTION OF CONTRACT	Scheme No. 3
6) FORUM THAT APPROVED THE SCHEME	Sindh University
7) TENDER ESTIMATED VALUE	Rs 5533/-
8) ENGINEER'S ESTIMATE (For civil works only)	Rs 5533/-
9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	2 Months
10) TENDER OPENED ON (DATE & TIME)	02-10-2012 at 12.00 Noon
11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	2 Nos
12) NUMBER OF BIDS RECEIVED	3 Nos
13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	3 Nos
14) BID EVALUATION REPORT (Enclose a copy)	Already sent via No EE/SE dated 02-11-2012
15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	Mr Bashir Ahmad Arain, Hyderabad
16) CONTRACT AWARD PRICE	Rs 5529/-
17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID)	A.S.No. 2 - 1st lowest
18) METHOD OF PROCUREMENT USED - (Tick one)	
a) SINGLE STAGE - ONE ENVELOPE PROCEDURE	Domicile <input checked="" type="checkbox"/> Domestic Local
b) SINGLE STAGE - TWO ENVELOPE PROCEDURE	<input type="checkbox"/>
c) TWO STAGE BIDDING PROCEDURE	<input type="checkbox"/>
d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE	<input checked="" type="checkbox"/>
PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH REASONS	

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN<sup>9</sup>

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

II	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	D No. 9501 dated 17-09-2012
		No	
III	News Papers (If yes, give name of newspapers and dates)	Yes	
		No	No

22) NATURE OF CONTRACT

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

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

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

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

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

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?

(Attach copy of the bid evaluation report)

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

Yes	
No	no

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

Yes	
No	No

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

Yes	
No	No

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

Yes	
No	No

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 MIGRATION 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	Copy with bid has already been sent
No	

39) Date of Award of Contract: 01-11-2012

Signature & Official Stamp of  
**EXECUTIVE ENGINEER**  
Authorized Officer  
PROJECT DIVISION - II  
B.M. ENGINEERING WORKS

FOR OFFICE USE ONLY

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

Print

Save

Reset

Revised & Revision of New Circular  
out S.H.C. Thatta (Govt. degree college Thatta)  
M.J. Bashir, Alaud Din  
**UNIVERSITY OF SINDH**

ENGINEERING DEPARTMENT

Rs 552.81/-

Percentage Rate Tender and Contract for Works C 2c/

General Rules and Directions for the Guidance of Contractors.

Rs. 10/-

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

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

2. In the event of the tender being submitted by each partner thereof, or in the event of the absences before by a person holding a power-of-attorney.

\* Except for payments made on account of it also be signed by all the partners, except where the as a firm, in which case the receipt shall be signed by partners, or by some other person having authority.

4. Any person who submits a tender shall what percentage above or below the rates specified items of work to be carried out he is willing to allow a percentage on all the Estimated rates/Schedule rates for alteration in the works specified in the said form allowed for carrying out the work, or which contractor's rejection. No printed form of tender shall include contractor's wish to tender for two or more works they shall submit Tenders shall have the name and number of the work in which the envelope.

5. The Executive Engineer or his duly authorised Assistant presence of contractors who have submitted tenders or their representatives at the time, and he will enter the amounts of the several statement in a suitable form. In the event of a tender being accepted for the purpose of identification, sign copies of the specifications and to Rule 1. In the event of a tender being rejected the Executive Engineer to University Accounts Department to refund the amount of the sum contractor making the tender, on his giving a receipt for the same.

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

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

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

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

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

B.S.

### Conditions of Contract

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

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

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

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

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

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

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

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

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

In 1/4 1/2 3/4 of the time

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

Security deposit

Compensation for delay

\* This will be same percentage as that in the tender at (a)

\*\* The amount of this percentage not exceeding 10% will be fixed in every case but not separately, i.e. If it is fixed at 8% and the security deposit only amounts to 5%, the estimated cost of the work, only amounts to 6% should be deducted and on

Extension of time.

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

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

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

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

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

Final certificate

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

Removal of 'Bundhis'

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

Payments of intermediate certificates to be regarded as advance

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

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

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

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

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

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

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

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

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

Time limit for making payment.

Rectified compensation payable in case of bad work.

Where to be open to inspection.

Contractor or responsible agent to be present.

Notice to be given by contractor when work is covered up.

✓ 2020

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

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

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

*Clause 29.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Vice-Chancellor for the time being. He 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.*

*Clause 30.—Except where otherwise specified in the contract and subject to the powers delegated to him by Government under the Code rules then in force, the decision of the Vice-Chancellor for the time being shall be final, conclusive. And binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions 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 thing whatsoever, in connection arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, order or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.*

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

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

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

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

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

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

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

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

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

*Changes in the constitution of firm to be notified.*

*Works to be under direction of Vice-Chancellor.*

*Decision of Vice-Chancellor to be final.*

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

*Lump sums in estimate.*

*Actions where no specific instruction.*

*Indemnity of works.*

*Contractor's percentage whether applied to net or gross amount of bill.  
Refund of quarry fees and royalties.*

  
*RECEIVED  
Compensation under  
the Workmen's Compensation Act*

**SCHEDULE A**

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

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

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

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. University of Sindh
- 2) PROVINCIAL / LOCAL GOVT / OTHER Sindh Government
- 3) TITLE OF CONTRACT Gates of Tone Block, GH Tank @ Inst. of Women Devt. Studies
- 4) TENDER NUMBER EE-09-June-11-25-2012
- 5) BRIEF DESCRIPTION OF CONTRACT Same as B-501
- 6) FORUM THAT APPROVED THE SCHEME Sindh University
- 7) TENDER ESTIMATED VALUE Rs 399000/-
- 8) ENGINEER'S ESTIMATE Rs.399000/-  
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 3 Months
- 10) TENDER OPENED ON (DATE & TIME) 02-10-2012 at 12:00 Noon
- 11) NUMBER OF TENDER DOCUMENTS SOLD 3 Nos.  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 3 Nos
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 3 Nos.
- 14) BID EVALUATION REPORT Already sent via File No. 56 dated 02.11.2012  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Ms Bashir Ahmed Alvi Hyderabad
- 16) CONTRACT AWARD PRICE Rs. 399,40/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BIDS) At S No. 1 followed by

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROVING PROCEDURE Domestic
- b) SINGLE STAGE - TWO ENVELOPE PROVING PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE

Overseas/Local

X

X

X

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY DIRECT CONTRACTING etc. WITH REASONS

Yes

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	ID No 9581 dated 17-09-2012
No	

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

Yes	
No	No:

22) NATURE OF COMPLAINT

Wrong Answer	<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 COMPATANT?

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

(1) ANY COMPLAINTS RECEIVED?  
(If yes, result thereof)

Yes	
No	No

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

Yes	
No	No

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

Yes	Due to urgent visit of Project Director at Sindh University Daddu Campus.
No	

(4) DEVIATION FROM QUALIFICATION CRITERIA?  
(If yes, give detailed reasons)

Yes	
No	No

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

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

(6) 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 TRAVEL, IF ABROAD.  
(If yes, enclose a copy)

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

(7) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION & ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

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

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

Yes	Copy with Bid was already been sent
No	

(9) Date of Award of Contract: 05/11/2012

Signature & Official Stamp of:  
**EXECUTIVE ENGINEER**  
Authorized Officer  
PROJECTS DIVISION  
**S. M. ENGINEERING WORKS**

FOR OFFICE USE ONLY *JAMSHORO*

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

Print

Save

Reset

Constructing New Toilet Block and  
Repair of Existing Workshops  
SU-Press-Engg.  
Date: 8/1/2009

**UNIVERSITY OF SINDH**  
**M/s Bawali Acid Alky**  
**ENGINEERING DEPARTMENT**

Percentage Rate Tender and Contract for Works

392746

Rc 30

**General Rules and Directions for the Guidance of Contractors 2009**

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

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

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

3. Receipt for payments made on account of a tender shall also be signed by all the partners, except where the tender is submitted by a firm in which case the receipt shall be signed by one of the partners, or by some other person having authority.

4. Any person who submits a tender shall state what percentage above or below the rates specified in the invitation to tender he is willing to fix for carrying out the work, or any alteration in the works specified in the said form shall be allowed for carrying out the work, or which contractor may be rejected. No printed form of tender shall include, contractors will submit tender for two or more works they shall do so in separate envelopes. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Executive Engineer or his duly authorized assistants shall open tenders in the presence of contractors who have submitted tenders or their successors and assigns who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the Executive Engineer shall authorize the University Accounts Department to refund the amount of the earnest money deposited by the contractor making the tender, on his giving a receipt for the return of the money.

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

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

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

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

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

### **Conditions of Contract**

(s. 26-1) The person or persons whose tender may be accepted (hereinafter called the contractor) shall (A) within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 up to Rs. 2,000, and so on, up to a limit of ten days, for a contract of Rs. 10,000, by reason of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) exempt the University at the time of making any payment to him for work done under the contract to deduct such sum as will (With the earnest money deposited by him) amount to \_\_\_\_\_ per cent of all moneys so payable, such to be held by the University by way of security deposit; Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to \_\_\_\_\_ per cent of the total estimated cost of the work it shall be lawful for the University at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the University under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest-bearing thereon or from any sums which may be due or may become due by the University to the contractor on any account whatsoever, and in the event of his security deposit being exhausted by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or the University securities so disposed of any sum or sums which may have been deducted from, or raised by sale of, his security deposit or any part thereof. The security deposit referred to, when paid in cash may at the cost of the depositor be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

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

The security deposit, lessed by a contractor shall be retained after the expiry of six (6) months from the date on which the final bill is prepared.

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

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

**Clause 2—** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be commenced with, with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation £6 ~~per month~~ equal to one per cent or such smaller amount as the Vice-Chancellor (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the project dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds ~~one month~~, to complete

### Sediment Deposition

#### Completion list

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

and while by the programme of detailed progress laid down by the Executive Engineer the following proportions will usually be found suitable:

at 1/3, 1/2, 1/4 of the time

Reasonable progress of earth work 1/6 to 1/2 to 3/4 of the total value of work to be done, reasonable progress of measure work 1/10 to 4/10 to 8/10 do. do.

\* This will be same percentage as that in the reader at no.

\* The amount of this percentage not exceeding 10% will be fixed at every page to

Any amounts in excess of 10% of the security deposit will be used in excess of 10% if the amount is fixed at 80% and the security deposit only amounts to 5% of the estimated cost of the work, only amounts to 6% should be deducted and on

Extension of time

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

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

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

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

Final certificate

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

Removal of 'Bundhis'

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

Payments of intermediate certificates to be regarded as advance.

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

**Clauses 9.**—The rates for several items of works estimated to cost more than Rs. 1,500/- agreed to with me, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items

Payments of reduced rates on account of items of work not accepted as

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

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

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

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

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

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

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

One month for making claims.

Accepted compensation payable in case of bad work.

Where to be open for inspection.

Contractor or responsible agent to be present.

Notice to be given before work is covered up.

12476  
J. V. Cole

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Changes in the constitution of firm to be notified.

Works to be under direction of Vice-Chancellor.

Decision of Vice-Chancellor to be final.

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

Lump sums in estimate.

Action where no specification.

Definition of work.

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

Refund of quarry fees and royalties.

  
Compensation under  
the Workmen's Compen-  
sation Act.

## SCHEDULE A

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

Particulars	Rate at which the materials will be charged to the contracting	Place of delivery
27 water closets will be delivered to contractors before the 1st of October 1913.		

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

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

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

1) NAME OF THE ORGANIZATION / DEPTT	University of Sindh	
2) PROVINCIAL / LOCAL GOVT / OTHER	Semi Government	
3) TITLE OF CONTRACT	Colar Work of Department of Sociology	
4) TENDER NUMBER	EE/09 dated 11-08-2012	
5) BRIEF DESCRIPTION OF CONTRACT	Same as S.No 3	
6) FORUM THAT APPROVED THE SCHEME	Sindh University	
7) TENDER ESTIMATED VALUE	Rs 184250/-	
8) ENGINEER'S ESTIMATE (For civil works only)	Rs 184350/-	
9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)	2 Months	
10) TENDER OPENED ON (DATE & TIME)	02-10-2012 at 12:00 Noon	
11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	3 Nos	
12) NUMBER OF BIDS RECEIVED	3 Nos	
13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	3 Nos	
14) BID EVALUATION REPORT (Enclose a copy)	Already send by Nro 06 dated 02/11/2012	
15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER	Mr. Bashir Ahmed Auto Electrical	
16) CONTRACT AWARD PRICE	Rs 184324/-	
17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (e.g. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATION BID)	At S.No. 3 (1 <sup>st</sup> lowest)	
18) METHOD OF PROCUREMENT USED - (Tick one)		
a) SINGLE STAGE – ONE ENVELOPE PROCEDURE	Domestic	<input type="checkbox"/> Domestic/Local
b) SINGLE STAGE – TWO ENVELOPE PROCEDURE		<input type="checkbox"/> *
c) TWO STAGE BIDDING PROCEDURE		<input type="checkbox"/> *
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE		<input type="checkbox"/> *
PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED (e.g. EMERGENCY DIRECT CONTRACTING ETC) WITH REASON		

Yes

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT

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

Yes  No

21) ADVERTISEMENT

ii	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	D No.9801 dated 17/09/2012
		No	
iii	News Papers (If yes, give names of newspapers and dates)	Yes	
		No	No

22) NATURE OF CONTRACT

Yes  No  lot

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 Consultancy)

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	No

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

Yes	
No	No

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

Yes	Due to urgent visit of Project Director at Sindh University Datta Campus
No	

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

Yes	
No	No

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 TRAVEL IF ANY.  
(If yes, enclose a copy)

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

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION AND ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

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

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

Yes	Only will Bid was already been sent
No	

39) Date of award of Contract: 01-11-2012

Signature & Official Seal of DIRECTIVE ENGINEERS  
Authorized Officer PROJECTS DIV.

 U. ENGINEER  
 JAMESHOB

**FOR OFFICE USE ONLY**

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

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**UNIVERSITY OF SINDH**  
**Engineering Department**  
Color work of Deptt of Sociology  
 Percentage Rate Tender and Contract for Works

*M/s Bashir Aliwad Abo*  
 General Rules and Directions for the Guidance of Contractors

Contract No. 184324-A

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

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

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

3. Receipt for payments made on account of the work shall be signed by all the partners, except where the work is done by a firm, in which case the receipt shall be signed by all the partners, or by some other person having authority.

4. Any person who submits a tender shall add a certain percentage above or below the rates specified for the items of work to be carried out if he is willing to do so. This percentage on all the Estimated rates/Scheduled rates shall not exceed 10% either way. In the event of any alteration in the works specified in the said tender, the contractor shall be allowed to carry out the work, or which cost may be increased or decreased. No printed form of tender shall include the name of the contractor. Contractors shall submit their tenders for two or more works separately. Tenders shall have the name and number of the work to which they refer written on the envelope.

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

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

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

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

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

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



### Conditions of Contract

**Clause 1-** The person/persons whose tender may be accepted (hereinafter called the contractors) shall (A) (within one day for a contract of Rs. 1,000 or less, or two days for a contract of more than, Rs. 1,000 upto Rs. 2,000 and so on, up to a limit of ten days, for a contract of Rs. 10,000 or more) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender; or (B) (permit the University at the time of making any payment due for work done under the contract to deduct such sum as well (With the earnest money deposited by him) amount to  $\frac{1}{4}$  per cent of all moneys so payable) such to be held by the University by way of security deposit. Provided always that in the event of the contractor defaulting in a lump sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to  $\frac{1}{4}$  per cent of the total estimated cost of the work, it shall be lawful for the University at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the University under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising thereon or from any sums which may be due or may become due by the University to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or the University securities endorsed as aforesaid any sum or sum which may have been deducted from, or used by sale of, his security deposit at any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Security deposit

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

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

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

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

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

**	of the work in*	of the time
do,	do,	do,
do,	do,	do,

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

and abide by the programme or detailed progress laid down by the Executive Engineer.

The following proportions will usually be found suitable:-

In 1/4 1/2 3/4 of the time

Reasonable progress of earth work 1/6 1/2 3/4 of the total value of work to be done:

Reasonable progress of masonry work 1/10 4/10 8/10 do. do.

Compensation for delay

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

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

*[Signature]*

Extension of time.

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

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

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

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

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

Final certificate.

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

Removal of 'Bundhis'

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

Payments of Intermediate certificates to be regarded as advance.

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

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

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

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

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

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

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

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

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

Time limit for attorney's claims.

Accrued compensation payable in case of bad work.

Where to be open to inspection.

Contractor or responsible agent to be present.

Notice to be given before work is covered up.



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

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

**Clause 25.** In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

**Clause 20.**—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Vice-Chancellor for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and to cause them to be carried on.

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

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

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

Class 35 - In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work shall be carried out in accordance with the Divisional Specification, and in the event of there being no Divisional Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Fireman-in-charge.

*Class 24* – The expression "works" or "work" where used in these conditions shall, unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

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

Class 36 - All quarry fees, royalties, octroi dues and ground rent for stacking material.

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

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

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

#### **Changes in the constitution of firm to be modified**

**Books Received under Review  
from the Vice-Chancellor**

### Decision of Vice-Chair cellar to be free

Scope of European or American institutions to be obtained from Geneva.

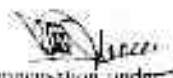
Lamp warm (8.3W) (91)

Action where no specific rule can:

### Statement of works

Grindal's percentage whether applied to net or gross amounts of hell.

#### **Refund of quarry fees and royalties**



## Compensation under the Workmen's Compensation Act

(II)

## SCHEDULE A

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

Particulars	Rate at which the materials will be charged to the contractor	Place of delivery
2.1 water clips will be delivered from contractors box.		

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

## SCHEDULE B

*Memorandum showing items of work to be carried out*

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

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

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

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

*(Signature of Contractor)*

*(Signature of Executive Engineer)*

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

of the contractor, it shall be recoverable by the University from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Claim for quantities entered in the tender or estimate

Employment of semi-skilled labour

Claim for compensation for delay in starting the work

Claim for compensation for delay in the execution of work

Entering claim or counter-claiming any portion of work

Minimum age of 14  
in employed, the employment of donkeys or other animals

Pakistani Timbers to be used

Certificate for concessionary freight charges given by the Railways

Procedure for acceptance of tenders when revised rates are same

Recovery of dues from contractor as arrears of Land Revenue

Partnership of S.L.T. 85 is forbidden

Payment of Sales Tax

Interest of relatives of University servant in the work

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

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

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

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

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

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

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

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

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

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

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

**Clause 46.**— When tendered rates are the same, preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

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

**Clause 48.**— Certified that no member of Legislative Assembly is in partnership with me and the University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

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

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

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

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

Contractor

  
 Executive Engineer  
 Sindh University Construction Works

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

Contractor to supply tools, ladders, scaffolding, etc.

And is liable for damages arising from non-precision of lightening, etc.

Measure for preventing fire.

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

Work on Fridays week not to be subject

Contract may be re-sciented and security deposit forfeited for subletting without approval or for letting a public officer or if contractor becomes insolvent.

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

**Clause 21.**—The contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the University Stores), plant tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

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

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

**Clause 23.**—Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of the University property including any damage caused by spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Vice-Chancellor on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from University to the contractor under this contract or otherwise.

**Clause 24.**—The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

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

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

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

Bills to be submitted monthly

Bills to be presented from time to time

Stores supplied by University

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

Alterations in specifications and designs not to invalidate contract

Extension of time in consequence of Alterations

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

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

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

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

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

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

**Clause 14—** The Engineer-in-charge shall have power to make any alterations in, or additions to, the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the contractor on the same conditions in all respects in which he agreed to do the main work, and the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at <sup>10</sup>/<sub>100</sub> per cent, below/above the rate shown for such work in the schedule of rates of the Division and if such last-mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of

\*Enter here percentage, shown in tender.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Vice-Chancellor (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

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

Action when value of security deposit is forfeited

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

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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the University under the contractor otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

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

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

Contractor retains title to any compensation if action not taken under clauses 3 and 4

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

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

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U

\* in figures as well as in words.

## Tender for Works

I/We hereby tender for the execution for the University of Sindh (herein before and hereinafter referred to as The University of Study) of the work specified in the underwritten memorandum within the time specified in such memorandum at\* per cent below / above the estimated rates entered in Schedule B (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials of the work are provided by the University such materials and the rates to be paid for them shall be as provided in Schedule A hereof.

### Memorandum

All general sub-works  
are included they should  
be detailed in a separate  
bill

(a)	General description	<i>Color work</i>	Rs.
(b)	Estimated cost	<i>Dept. Sociology</i>	<i>104324/-</i>
(c)	Earnest money	21	Rs. <i>4000/-</i>

(c) The amount of earnest  
money to be deposited  
shall be in accordance with  
the provisions of para  
515 and 521 of the P.W.D.  
Manual.

(d)	Security deposit-(including earnest money)	Rs.
(e)	Percentage, if any, to be deducted from bills	per cent
	(Rupees)	
(f)	Time allowed for the work from date of written order to commence.	2 months

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

Receipt No.	dated	from the University Accounts
Dept. of	in respect of the sum Rs. +	

\* Amount to be specified  
in words and figures

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

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

\*\*Signature of contractor  
before submission of  
tender.

# Signature of witness in  
contractor's signature.

Signature of the officer by  
whom accepted

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_  
(Witness) #  
(Address)  
(Occupation)

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

*Loktar D.N.C.E.S/ 51 83 1-1-12-*

*M. A. Executive Engineer*

Dated \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_(or his duly authorised Assistant)

## SCHEDULE B

*Memorandum showing Items of work to be carried out*

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

*attached ✓*

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

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

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

*b.g.**(Signature of Contractor)**D. J. G.**(Signature of Executive Engineer)**Note:- To be continued on additional sheets if found necessary.*

of the contractor, it shall be recoverable by the University from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

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

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

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

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

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

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

(ii) No contractor shall employ donkeys or other animals with breeching of string or that rope. The breeching must be at least three inches wide and should be of tape (Nawai).

(iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

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

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

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

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

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- |                        |              |
|------------------------|--------------|
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| (2) Project Director   | Two Months   |
| (3) Vice-Chancellor    | Three Months |
| (4) Syndicate          | Six Months   |

*[Signature]*  
Contractor

*[Signature]*  
Executive Engineer  
Sindh University Construction Works

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

Contractor to supply  
plant, ladders, scaffolding,  
etc., etc.

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

Measure for prevent-  
ing fire.

Liability of contractor  
for any damage done in or  
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Work on Fridays,  
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completed to be the discretion of the Engineer-in-charge.

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

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

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

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

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

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

\*Enter here percentage, shown in tender.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Vice-Chancellor (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

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

Actions when vendor's  
security deposit is for-  
feited

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

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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the University under the contractor otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

Account, before the  
progress of any particular  
portion of the work is unsat-  
isfactory.

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

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

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

Signature

## Tender for Works

\* Figures as well as words.

I/We hereby tender for the execution for the University of Sindh (herein before and hereinafter referred to as The University of Sindh) of the work specified in the undersigned memorandum within the time specified in such memorandum at\* per cent below/above the estimated rates entered in Schedule B (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials of the work are provided by the University such materials and the rates to be paid for them shall be as provided in Schedule A hereto.

## Memorandum

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

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of parts 5B and 5C of the P.W.D. Manual.

(d) The deposit shall be in accordance with parts 5B and 5C of the P.W.D. Manual.

(e) The percentage where no security deposit is taken will vary from 5 per cent to 10 per cent according to the requirements of the case. Where security deposit is taken, same to Clause 1 of conditions of contracts.

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

\* Amount to be specified in words and figures.

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

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

<sup>\*\*</sup>Signature of contractor before submission of tender.

<sup>1</sup> Signature of witness to contractor's signature.

<sup>2</sup>Signature of the officer by whom accepted.

(a) General description *Construction of New Block*  
*Block 3 O.H.W.T at Rs. 39874/-*  
*Institutu<sup>t</sup>e of women*  
*Rs. 800/-*

(b) Security deposit - (including earnest money)	Rs.
(c) Percentage, if any, to be deducted from bills (Rupees)	per cent
(d) Time allowed for the work from date of written order to commence	2 months

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

Receipt No.	Dated	from the University Accounts
Dept., etc.	in respect of the sum Rs. +	

is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to the University should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by the University on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the University on account of the security deposit specified in Clause (B) of the said conditions.

Dated the	day of	200
(Witness)		
(Address)		
(Occupation)		

The above tender is hereby accepted by me on behalf of the University of Sindh.  
*Warden No. 50/50 dt 1.1.2012*

<sup>3</sup>Executive Engineer

Dated	day of	19	for his duly authorised Assistant)
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## SCHEDULE B

*Memorandum showing Items of work to be carried out*

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

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

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

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

*(Signature of Contractor)*

*EN C*  
*(Signature of Executive Engineer)*

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

of the contractor, it shall be recoverable by the University from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

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

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

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

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

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

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

(ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

(iii) No animal suffering from staves, lameness or emaciation or which is immature shall be employed on the work.

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

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

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

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

**Clause 46.** When tendered rates are the same, preference will be given at the discretion of the accepting authority to those who tender for the carting of materials by vehicles having pneumatic tyres.

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

**Clause 48.** Certified that no member of Legislative Assembly is in partnership with me and the University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly is a partner in the contract.

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

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

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

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

*L*  
Contractor

*S. A. S. M.*  
Executive Engineer  
Sindh University Construction Works

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

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

Contractor to supply plant, ladders, scaffolding, etc.

**Clause 21.**— The contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the University Stores), plant tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specifications, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person, for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Measure for prevention of fire.

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

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

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

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

**Clause 23.**— Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of the University property including any damage caused by spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Vice-Chancellor on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from University to the contractor under this contract or otherwise.

**Clause 24.**— The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Work on Fridays, week not to be subject.

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

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

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

completed to the satisfaction of the Engineer-in-charge

Bills to be submitted monthly

Bills to be impressed from

Stores supplied by University

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

Alterations in specifications and designs not to invalidate contract

Extension of time in consequence of alterations

Rates for work not entered in estimate or schedule of rates of the district

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

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

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

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

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

**Clause 14-** The Engineer-in-charge shall have power to make any alterations in, or additions to, the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work, in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alterations shall not invalidate the contract and any altered or additional work which the contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in this contract, then such class of work shall be paid for at <sup>1</sup>/<sub>2</sub> per cent, below/above the rate shown for such work in the schedule of rates of the Division and if such last-mentioned class of work is not entered in the schedule of rates of the Division, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of

\*Enter here percentage, shown in tender.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Vice-Chancellor (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

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

Action after the progress of any particular portion of the work is unsatisfactory

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

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

(c) to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by the University under the contractor otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

Action after the progress of any particular portion of the work is unsatisfactory

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

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

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

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

(2) Tender for Works

\* in rupees as well as in words.

I/We hereby tender for the execution for the University of Sindh (herein before and hereinafter referred to as The University of Sindh) of the work specified in the underwritten memorandum within the time specified in such memorandum at\* per cent below/above the estimated rates entered in Schedule B (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof and in Clause 12 of the annexed conditions of contract and agree that when materials of the work are provided by the University such materials and the rates to be paid for them shall be as provided in Schedule A hereto.

Memorandum

	(a) General description	<i>Reyan's Renovation</i>	Rs.
	(b) Estimated cost	<i>Rs. 5529/-</i>	Rs.
	(c) Earnest money		Rs. 1100/-
	(d) Security deposit-(including earnest money)		Rs.
	(e) Percentage, if any, to be deducted from bills		per cent
	(f) Time allowed for the work from date of written order to commence		2 months
	Should this tender be accepted I/We hereby agree to abide by and fulfil all the above provisions of the conditions of contract annexed hereto so far as applicable, and in a default thereof to forfeit and pay to the University the sums of money mentioned in the said conditions.		
	Receipt No.	dated	from the University Accounts
	Deptt. at	in respect of the sum Rs. †	

\* Amount to be specified in words and figures.

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

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

is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to the University should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions, otherwise the said sum of Rs. shall be retained by the University on account of such security deposit as aforesaid or (b) the full value of which shall be retained by the University on account of the security deposit specified in Clause (B) of the said conditions.\*\*

Dated the \_\_\_\_\_ day of \_\_\_\_\_

200

\*\*Signature of contractor before submission of tender

(Witness)

† Signature of witness to contractor's signature

(Address)

(Occupation)

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

*Work No. S/ 52/ 97/ 1-11-1*

*Executive Engineer*

*For his duly authorised Assistant*

Signature of the officer by whom accepted

*L. J. S.*

Dated:

day of

19



# UNIVERSITY OF SINDH

## JAMSHORO SINDH, PAKISTAN



Engr. Qamar-ul-Hassan Memon  
EXECUTIVE ENGINEER

No. SU/EW/WEE-II/ 56  
Date: 2-11-2012

The Manager(Assessment),  
S.P.P.R.A.  
Block-8, Sindh Secretariat No.4-A,  
Court Road, Karachi  
Tel #: 021-9205356

Subject: DOCUMENTS / INFORMATION.

Dear sir,

I am enclosing herewith Photostat copies documents of viz.

- i. Repair & Renovation of New S.U. Thatta Campus
  - ii. Construction of New Toilet Block & Overhead Water Tank at Institute of Women Development Studies
  - iii. Color work of Department of Sociology, published on SPPRA Website for information and office record.
- 
1. Bid Evaluation Report
  2. Work orders
  3. Tender Documents
  4. Comparative Statement

Thanks.

Yours faithfully,

Executive Engineer 2/11/12  
S.U. Engineering Wing



**UNIVERSITY OF SINDH**  
JAMSHORO SINDH, PAKISTAN



Engr: Qamar-ul-Hassan Memon  
Executive Engineer (Civil)

No.SU/EW/EE/ 50  
Dated: 6 / 11 / 2012

M/S Bashir Ahmed Ahro,  
Contractor,  
House No.12 New Aliabad Colony,  
Halla Naka Road Hyderabad.

**SUBJECT: CONSTRUCTION OF NEW TOILET BLOCK & OVER HEAD WATER TANK AT INSTITUTE OF WOMEN DEVELOPMENT STUDIES.**

The rate of **37% above (Civil) & 12% above Plumbing Work** the schedule rates on (Schedule of 2004) as quoted by you for the above mentioned work has been accepted at the contract cost of **Rs.398746.00**

**The Detail is as Under.**

Quoted Contract Cost	
With 37% above (Civil) & 12% above Plumbing on Schedule Items	Rs. 320901.00
Diff: Cost of Material	Rs. 77845.00
	<b>Rs.398746.00</b>

You are requested to start the work within 07 days from the receipt of this letter and complete the same during the period of 02 Months with following terms and conditions addition obtain in the agreement.

- That any change considered necessary in specification shall be governed by the schedule of rated with quoted premium and rebate.
- That no cartage in the material etc. will be allowed.
- That change in the basic rated or in the premium economically & complete within the stipulated period.
- That the work will be carried out most expedition and economically & complete within stipulated period.
- That in case the University fails to provide water the contractor will have to arrange it from his own sources and a deduction will be made on account of water charges.
- That the contractor will have to complete the work within contract and no excess amount will paid.

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

**EXECUTIVE ENGINEER**  
(Civil)

Copy F.W.Cs to:

- ✓ • The Director Finance, University of Sindh, Jamshoro.
- The Incharge Director, Institute of Women Development Studies.
- The Project Director, S.U. Engineering Wing, Jamshoro.



# UNIVERSITY OF SINDH

JAMSHORO SINDH, PAKISTAN



Engr: Qamar-ul-Hassan Memon  
Executive Engineer (Civil)

No.SU/EW/EE/ 57  
Dated: 01 - 11-2012

M/S Bashir Ahmed Abro,  
Contractor,  
House No.12 New Aliabad Colony,  
Halla Naka Road Hyderabad.

**SUBJECT: COLOUR WORK OF DEPARTMENT OF SOCIOLOGY.**

The rate of **20% above** the schedule rates on (Schedule of 2004) as quoted by you for the above mentioned work has been accepted at the contract cost of **Rs.184324.00**

You are requested to start the work within 07 days from the receipt of this letter and complete the same during the period of 02 Months with following terms and conditions addition obtain in the agreement.

- That any change considered necessary in specification shall be governed by the schedule of rated with quoted premium and rebate.
- That no cartage in the material etc. will be allowed.
- That change in the basic rated or in the premium economically & complete within the stipulated period.
- That the work will be carried out most expedition and economically & complete within stipulated period.
- That in case the University fails to provide water the contractor will have to arrange it from his own sources and a deduction will be made on account of water charges.
- That the contractor will have to complete the work within contract and no excess amount will paid.

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

  
**EXECUTIVE ENGINEER**  
(Civil)

Copy F.W.Cs to:

- The Director Finance, University of Sindh, Jamshoro.
- The Chairman, Department of Sociology, University of Sindh.
- The Project Director, S.U. Engineering Wing, Jamshoro.



**UNIVERSITY OF SINDH**  
JAMSHORO SINDH, PAKISTAN



Engr: Qamar-ul-Hassan Memon  
Executive Engineer (Civil)

No.SU/EW/EE/ 52  
Dated: 01-11-2012

To,

M/S Bashir Ahmed Abro,  
Contractor,  
House No.12 New Aliabad Colony,  
Halla Naka Road Hyderabad.

**SUBJECT: REPAIR & RENOVATION OF NEW S.U. THATTA CAMPUS**

The rate of **30% above (Civil) & Plumbing (At par)** the schedule rates on (Schedule of 2004) as quoted by you for the above mentioned work has been accepted at the contract cost of **Rs.552911.00**

**The Detail is as Under:**

Quoted Contract Cost	
With 30% above (Civil) & Plumbing (At par)	Rs.508291.00
Diff: Cost of Material	<u>Rs.44620.00</u>
	<b>Rs.552911.00</b>

You are requested to start the work within 07 days from the receipt of this letter and complete the same during the period of 02 Months with following terms and conditions addition obtain in the agreement.

- That any change considered necessary in specification shall be governed by the schedule of rated with quoted premium and rebate.
- That no cartage in the material etc. will be allowed.
- That change in the basic rated or in the premium economically & complete within the stipulated period.
- That the work will be carried out most expedition and economically & complete within stipulated period.
- That in case the University fails to provide water the contractor will have to arrange it from his own sources and a deduction will be made on account of water charges.
- That the contractor will have to complete the work within contract and no excess amount will paid.

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

**EXECUTIVE ENGINEER**  
(Civil) 12

Copy F.W.Cs to:

- The Director Finance, University of Sindh, Jamshoro.
- Prof: Dr. Sarfraz Ahmed Solangi, Focal Person, S.U. Thatta Campus.
- The Project Director, S.U. Engineering Wing, Jamshoro.



**UNIVERSITY OF SINDH**  
JAMSHORO SINDH, PAKISTAN



Mrs. Ahmed Ali Banoo  
PROJECT DIRECTOR

No.3U/EW/99/ 665  
Date: 05.01.2012.

### **EVALUATION REPORT**

Administrative approval for three Works at (F/A) were accorded by the Worthy Vice Chancellor. Tenders were invited through Sindh University Website as well as SPPRA Website and opened on 04-10-2012 before the following Committee members except Chairman Department of Sociology, University of Sindh:

1.	The Project Director	Chairman
2.	Prof. Dr. Sarfraz Ahmed Solangi Focal Person S.U. Thatta Campus	Member
3.	The Chief Accountant Representative the Director Finance	Member
4.	The Incharge Director, Institute of Women Development Studies	Member
5.	The Executive Engineer	Secretary/Member
6.	The Divisional Accountant	Member

The position of contractors participated in the works are as under:

1. Name of Work: Repair & Renovation of New S.U. Thatta Campus.

Approved Cost: Rs.5,53,375.00

S.No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Al-Qurban	33% Civil 10% Sanitary	Rs.577990.00	
2	M/s Bushir Ahmed Abro	30% Civil At par Sanitary	Rs.552911.00	1 <sup>st</sup> Lowest
3	M/s Liaquat	36% Civil 20% Sanitary	Rs.586138.00	

2. Name of Work:	Construction of new Toilet Block & Overhead Water Tank at Institute of Women Development Studies, University of Sindh.
Approved Cost:	Rs.3,99,000.00

S.No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Bashir Ahmed Abro	37% Civil 12% Sanitary	Rs.398746.00	1 <sup>st</sup> lowest
2	M/s Liaquat	40% Civil 15% Sanitary	Rs.407506.00	
3	M/s Ali Hyder	42% Civil 16% Sanitary	Rs.410380.00	

3. Name of Work:	Color work of Department of Sociology, University of Sindh
Approved Cost:	Rs.1,84,350.00

S.No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Al-Qurban	23% above	Rs.188932.00	
2	M/s Ali Hyder	26% above	Rs.193540.00	
3	M/s Bashir Ahmed Abro	20% above	Rs.184324.00	1 <sup>st</sup> lowest

Final position of lowest bidders are as under: (Rs.)

Name of Work & Name of Contractor	Approved Cost	Sche. Items	Premium	Non Schedule	Difference Of Material	Net Contract Cost with Premium	Saving From Approved Cost
Repair - Renovation of Thatta Camps M/s Bashir Ahmed Abro	Rs.553375.00	Civil 227828.00 Sanitary 10685.00	Civil 30% above 68348/- Sanitary at par	201430/-	44620/-	52911/-	464/-
Construction of new Toilet Block & O/H Water Tank at Institute of Women Development Studies M/s Bashir Ahmed Abro	Rs.399000.00	Civil 162115.00 Sanitary 63217.00	Civil 37% 59983/- Sanitary 12% 7586/-	28000/-	77845/-	398746/-	254/-
Color work of Department of Sociology, University of Sindh M/s Bashir Ahmed Abro	Rs.184350.00	153603.00	20% above 30721/-	---	---	181324/-	26/-
	<b>Rs.1136725.00</b>	<b>617448.00</b>	<b>166638/-</b>	<b>229430/-</b>	<b>122465/-</b>	<b>1135981/-</b>	<b>744/-</b>



The authority may consider to approve the contract cost of Rs.1135981/- so that work may be taken in hand and work orders may be issued.] A

Engr: Qamar-ul-Hassan Memon  
EXECUTIVE ENGINEER

Engr: Ahmed Ali Abbasi  
PROJECT DIRECTOR

DIRECTOR FINANCE

VICE CHANCELLOR

Engr: Qamar-ul-Hassan Memon  
Executive Engineer  
Date: 16/10/2012  
Engr: Ahmed Ali Abbasi  
Project Director  
Date: 16/10/2012  
Director Finance  
Date: 16/10/2012  
Vice Chancellor  
Date: 16/10/2012

B

P.C. check  
WWW.

8/10/2012

RC  
Bursar

Submitted for approval of  
Side line 'A' above which is aggregate  
amount of - (st lower) - tenders for three  
works as under:

- i) Repair and Renovation of New S-V. Thrill Campus Rs. 552911/- to be financed from self finance funds till receipt of funds from Sindh Govt and return to their fund;
- ii) Construction of new Toilet Block and Overhead Water Tank at Institute of Women Dev. Rs. 398746/-
- iii) Colors work of Deptt of Sociology Rs. 184324/-

As recommended  
and verified by  
the DF

WWW.

11/10/2012  
DF

6/10/2012  
Bursar

Vice Chancellor  
V.C  
12/K/XII  
11/10/2012  
P.D

P  
16/10/2012



# UNIVERSITY OF SINDH

JAMSHIROLI SINDH, PAKISTAN



Engr. Qamar ul Hassan Memon  
EXECUTIVE ENGINEER

No. SU/EN/EE/II/25  
Date: 01-10-2012

## CORRIGENDUM

Due to General Strike of People Sindh on 01-10-2012, the opening of tenders i.e. 02-10-2012 of following 03 works is hereby postponed. The new date for opening of same tenders is 04-10-2012 in the office of the Project Director, S.U. Engineering Wing, Jamshoro.

1. Repair & Renovation of New Campus of Sindh University at Govt. Degree College Thatta.
2. Construction of new Toilet Block & Overhead Water Tank at Institute of Women Development Studies, University of Sindh.
3. Color work of Department of Sociology, University of Sindh.

  
EXECUTIVE ENGINEER  
UNIVERSITY OF SINDH  
JAMSHIROLI  
Tel#: 022-9213241

### Copy to:

- The Secretary to Vice Chancellor, University of Sindh.
- Prof. Dr. Sarfraz Ahmed Solangi, Focal Person, S.U. Thatta Campus
- The Incharge Director, Institute of Women Development Studies, University of Sindh.
- The Chairman, Department of Sociology, University of Sindh.
- The Director Finance, University of Sindh.
- The Project Director, S.U. Engineering Wing
- The Director (A&F), SPPRA, Karachi,
- The Web Administrator, S.U. Website.

## Attendance Sheet

Meeting of Tender Opening Committee for opening of tenders of Repair Work of S.U. Thatta Campus and Repair works at University of Sindh held on 04-10-2012 at 1:00 p.m. under the Chairmanship of Project Director, S.U. Engineering Wing.

Following officials attended the meeting:

1.	The Project Director S.U. Engineering Wing	Chairman	
2.	Prof. Dr. Sarfraz Ahmed Solangi, Focal Person S.U. Thatta Campus	Member	
3.	The Director Finance University of Sindh	Member	
4.	The Incharge Director Institute of Women Development Studies University of Sindh	Member	
5.	The Chairman, Department of Sociology University of Sindh	Member	
6.	The Executive Engineer(Civil), S.U. Engineering Wing	Member	
7.	The Divisional Accountant, S.U. Engineering Wing	Member	

COMPARATIVE STATEMENT

Sanctioned Amount: Rs.399000.00  
 Date Issued of Tenders upto: 01-10-2012  
 Date of Opening of Tenders: 02-10-2012  
 Earnest Money: Rs.7980.00

NAME OF WORK: Construction of New Toilet Block & Overhead Water Tank at Institute of Women Development Studies

S. No	Name of Contractor	Call Deposit No. & Date	Amount	Bank	Rate Quoted	Total Quoted Cost	Remarks
1	M/S Bashir Ahmed Abro	7071118 02-10-2012	8000.00	HBL Jamshoro	Cr. L 37/- Sowing 12/- Curd 4/- Sand 15/- Gull 4/- Sand 6/-	398746/-	154 L 00/-
2	M/S Liaquat	7071116 02-10-2012	8000.00	HBL Jamshoro	Cr. L 37/- Sowing 12/- Curd 4/- Sand 15/- Gull 4/- Sand 6/-	407500/-	154 L 00/-
3	M/S Ali Hyder	7071117 02-10-2012	8000.00	HBL Jamshoro	Cr. L 37/- Sowing 12/- Curd 4/- Sand 15/- Gull 4/- Sand 6/-	410380/-	154 L 00/-

**COMPARATIVE STATEMENT**

Sanctioned Amount: Rs.184350.00  
 Date Issued of Tenders upto: 01-10-2012  
 Date of Opening of Tenders: 02-10-2012  
 Earnest Money: Rs.3687.00

NAME OF WORK:

Color Work of Department of Sociology, University of Sindh, Jamshoro

S.No	Name of Contractor	Call Deposit No. & Date	Amount	Bank	Rate Quoted	Total Quoted Cost	Remarks
1	M/S Al Qurban	268822 27-09-2012	4000.00	UBL Hyd.	23/1 2.18% 322	183540	
2	M/S Ali Hyder	7071120 02-10-2012	4000.00	HBL Jamshoro	26/1 2.0% 322	183540	
3	M/S Bashir Ahmed Abro	7071119 02-10-2012	4000.00	HBL Jamshoro	20/1 2.0% 322	184324	1st Lowest

### COMPARATIVE STATEMENT

Sanctioned Amount: Rs.553375.00  
 Date Issued of Tenders upto: 01-10-2012  
 Date of Opening of Tenders: 02-10-2012  
 Earnest Money: Rs.11068.00

NAME OF WORK : Repair & Renovation of New Campus of Sindh University at Govt. Degree College Thatta.

S. No	Name of Contractor	Call Deposit No. & Date	Amount	Bank	Rate Quoted	Total Quoted Cost	Remarks
1	M/S A.I. Qurban	2688222 27-09-2012	11500.00	UBL Hyd.	33% C.I. 4m 1c / month	57799/-	
2	M/S Bashir Ahmed Abo	7071114 02-10-2012	11100.00	HBL Jamshoro	3% above each C.R. 5% C.I. 36%	552911/-	15 L. 100/-
3	M/S Liaquat	7071115 02-10-2012	11100.00	HBL Jamshoro	5% 2%	586138/-	

Signature

Date: 10/10/2012

## FACE SHEET

7

NAME OF WORK: REPAIR / RENOVATION IN CLASS ROOMS AND PVC SECRETARIAT AT S.U. THATTA CAMPUS.

The tender contains 7 pages issued to M/S Bashir Alvi & Sons  
Contractor on 1-10-2012

DIVISIONAL ACCOUNTANT

### SUMMARY OF COST

#### CIVIL WORK

Cost of Schedule item

Rs. 227828.00

Add 30 % below / Above  
Premium

Rs. 68348.00

Cost of Non Schedule Item

Rs. 178250.00

Diff: Cost of Material

Rs. 44620.00

Total Rs. 419046.00

#### SANITARY WORK

Cost of Schedule item

Rs. 10685.00

Add AT 30% % below / Above  
Premium

Rs. 123180.00

Cost of Non Schedule Item

G.Total

Rs. 552911.00

CONTRACTOR

## ADDITIONAL TERMS AND CONDITIONS

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

*[Signature]*  
CONTRACTOR

*[Signature]*  
EXECUTIVE ENGINEER

## SCHEDULE "B"

SUBJECT: REPAIR / RENOVATION IN CLASS ROOMS AND PVC SECRETARIAT AT  
S.U. THATTA CAMPUS.

Sr.	Item No.s	Qty	Rate	Unit	Amount
01	Dismantling brick work in cement sand mortar P-11/13	150.0	617.10	%sqft	926.00
02	Pucca brick work in G/F in C.M. (1:5) P-25/5	650.0	4363.70	%sqft	28364.00
03	Cement plaster 3/8" thick (1:5) P-58/12	3500.0	521.13	%sqft	18240.00
04	P/F iron steel grill using solid square bars of size $\frac{1}{2}'' \times \frac{1}{2}''$ placed at 4" i/c and frame of flat iron patti of $\frac{1}{4}'' \times \frac{3}{4}''$ i/c circle shape at 1-0 apart equivalent fitted with screws are pins i/c painting with 1" coat of red oxide paint etc.	310.0	123.91	Psft	38412.00
05	P/L tiles glazed 6" x 6" x $\frac{1}{2}''$ on floor or wall facing in required colour and pattern of STILE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar $\frac{1}{4}''$ thick including washing and filling of joints with slurry of white cement and pigment in desired shape with finishing cleaning and cost of wax polish etc complete including cutting tiles to proper profile. P-53/60	480.0	17091.69	%sqft	82040.00
06	P/F Collapsible gate with channel framing of section $\frac{3}{4}'' \times 5/16''$ at 4" i/c revited with $\frac{3}{4}'' \times 1/8''$ flat iron patti placed diagonally and provided with top & bottom T-section 1" x 1" 1/8" along with rollers also i/c locking arrangement and fixing in floor / ceiling or wall etc complete. P-99/32	110.0	225.50	Psft	24805.00
07	Primary coat of chalk distemper P-59/23	1700.0	58.85	%sqft	1000.00
08	Distempering 3 coats P-60/24	1700.0	263.51	%sqft	4480.00
09	First class deodar wood wrought framed and fixed in place including chowkhatas holdfasts, tower bolts, chocks cleats, handles, cord with hooks and cost of nails and screws etc paneled or paneled and glazed or fully glazed 1-1/2" thick. P-72/54	87.50	280.48	Psft	24542.00
10	P/F approved quality Mortise Lock P-68/21	04 Nos	909.79	Each	3639.00
11	Painting door and windows any type 3 coats P-76/4	175.0	788.79	%sqft	1380.00
12	P/F False Ceiling (M.R)	550.0	115.00	Rs. 227828.00	
13	P/F Fiber Glass Tank (150 Gallons) (M.R)	01 No	15000.00	Psft	63250.00
14	Difference Cost of Cement	55.0	205.0	Total	11275.00
15	Difference Cost of Bricks	8775	3800.0	P.Bag	33345.00

Note: No premium will be allowed on Item No. 12 to 15. (Civil Work)



EXCUTIVE ENGINEER

Assistant Engineer  
 University Construction Wing  
 Jinnahabad

## SCHEDULE "B"

**SUBJECT: REPAIR / RENOVATION IN CLASS ROOMS AND PVC SECRETARIAT AT  
S.U. THATTA CAMPUS.**

### (Sanitary / Plumbing Work)

<b>Sl.</b>	<b>Item's Description</b>	<b>Q'ty</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01	P/F P.V.C pipe 4" dia P-22/6	16.0	113.30	Prft	1813.00
02	P/F 6" x 2" or 6" x 3" C.I floor trap of the approved self cleaning design with a C.I screwed down greeting with or without a vent arm complete with and i/c making requisite number of holes in walls plinth and floor for pipe connections and making good in C.C 1:2:4	02 Nos	244.35	Each	489.00
03	P/F 22" x 16" lavatory basin in white glazed earthen ware complete with and i/c the cost of W.L or G.L cantilever brackets 6" brick into walls painted within two coats after a premium coat of red lead point a pan of 4" dia chrome plated pillar traps 1 1/2" dia rubber plug and chrome plated pillar traps 1 1/4" dia rubber plug and chrome brass waste of approved pillars 1 1/4" dia marble iron CP brass union making traps malleable iron or brass require meter of holes in walls plinth and floor for pipe connections and making good in CC 1:2:4 (standard pattern). P-3/8	01 No.	1288.65	Each	1289.00
04	Add extra labor for P/F of earthen ware pedestal white or colored glazed (Standard pattern)	01 No	416.55	Each	417.00
05	P/F European type white glazed earthen ware wash down W.C pan complete with and i/c cost of white / black plastic seat (Best qty) and lid with C.P brass hinges buffers 3 gallons white glazed earthen ware low level flushing cistern with siphon fitting 1-1/2" dia white porcelain enameled flush bend 1/4" dia & cutting & making require number of holes in walls plinth and floor for pipe connection and making good in cement concrete 1:2:4 P-2/5	01 No	2594.90	Each	2595.00
06	S/F C.P Muslim shower with double Bib cock & ring pipe etc complete P-16/21-a	01 No	671.0	Each	671.00
07	S/F swan type pillar cock of superior quality single C.P head 1/2" dia P-16/18-a	01 No	273.90	Each	274.00
08	P/F in position nylon connections complete with 1/2" dia brass stop cock with pair of brass nuts and lining joints to nylon connection	02 Nos	77.85	Each	156.00
09	S/F long bib cock superior quality with C.P head 1/2"dia P- 15/15-h	01 No	252.10	Each	252.00
10	P/F bath room accessories set (7 piece) i/c towel rod, brush holder soap tray shelf of approved design i/c cost of screws nuts etc complete(Master Band) P-16/25	01 No	2578.20	Each	2578.00
11	Making the connection with the existing G.I pipe upto 2" dia i/c cutting the pipe & P/F necessary fitting	01 No	150.50	Each	151.00
					<i>Rs.10685.00</i>

*B.G.S*

*W.M.A*

*Asstt. Engineer  
Construction Works*

12	Providing G.I. pipe $\frac{1}{2}$ " dia (M.R)	30.0	100.00	Prft	3000.00
13	Providing and fixing G.I Pipe specials clamps etc including fixing cutting and fitting complete with and i/c the cost of breaking through walls and roof making good etc, painting two coats after checking the pipe etc with white paint with pigment to match the colour of the building and testing with water to pressure head of 200 feet and handling 1"dia (M.R)	457.0	140.00	Prft	63980.00
14	-----do----- $\frac{1}{4}$ " dia (M.R)	500.0	100.00	Prft	5000.00
15	P/F handle valves (CHINA) 1"dia (M.R)	02 Nos	1500.00	Each	3000.00
16	-----do----- $\frac{1}{4}$ " dia (M.R)	02 Nos	100.00	Each	2000.00
17	-----do----- $\frac{1}{2}$ " dia (M.R)	01 No	600.00	Each	1200.00
					123180.00

Note: No premium will be allowed on Item No. 12 to 17. (Sanitary Work)

*E. J.*  
Assistant Engineer  
Tangra University Construction Works  
Jawashoro.

*D. U. L.*  
A.E.  
D. U. L. - E.A.N.  
JAMSHORO.

FACE SHEET

NAME OF WORK: CONSTRUCTION OF NEW TOILET BLOCK AND OVERHEAD TANK FOR INSTITUTE OF WOMEN DEVELOPMENT STUDIES.

*The tender contains 9 pages issued to M/S Bashir Alvi & Abu*  
*Contractor on 1-10-12*

*DIVISIONAL ACCOUNTANT*

SUMMARY OF COSTTOILET BLOCK

Cost of Schedule item

Rs.162115.00

Add 37 % below /Above  
Premium

Rs. 59983.00

Cost of Non Schedule Item

Rs. 3000.00

Diff: Cost of Material

Rs.57588.00

Total Rs. 282686.00

OVER HEAD WATER TANK

Cost of Schedule item

Rs.63217.00

Add 12 % below /Above  
Premium

Rs. 7586.00

Cost of Non Schedule Item

Rs. 25000.00

Diff: Cost of Material

Rs.20257.00

Total Rs. 116060.00

G.Total -

B.F.

CONTRACTOR

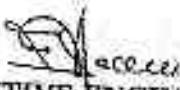
398746/-

*for up to 10/12/2012*  
*Abdul*  
*Alvi*  
*CONTRACTOR*  
*398746/-*  
*10/12/2012*

## ADDITIONAL TERMS AND CONDITIONS

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

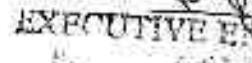
  
CONTRACTOR

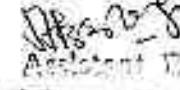
  
EXECUTIVE ENGINEER

## SCHEDULE "B"

SUBJECT: CONSTRUCTION OF NEW TOILET BLOCK AND OVERHEAD TANK FOR  
INSTITUTE OF WOMEN DEVELOPMENT STUDIES.

<i>Sl.</i>	<i>t. t.e.m.s</i>	<i>Qty</i>	<i>Rate</i>	<i>Unit</i>	<i>Amount</i>
1	Excavation in rock, dressed to designed section, grades and profiles, excavated material disposed off within 100 ft. lift upto 5 ft P-2/6	303.0	3146.00	%Cft	953.00
2	Dismantling Brick Work P-11/11	8.0	123.40	%Cft	10.00
3	Dismantling cement concrete plain 1: 3; 6 P-11/19(b)	10.0	1306.80	%Sft	13.1.00
4	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering (1:4:8) P-18/5(a))	76.0	4319.70	%Cft	3283.00
5	Pacca brick work in foundation and plinth in Cement sand mortar 1:6 P-25/4(e)	256.0	3865.15	%Cft	9895.00
6	R.C.C work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects P-19/6	132.0	114.00	P.Cft	15048.00
7	Pacca brick work in ground floor in Cement sand mortar 1:6 P-25/5(e)	362.0	4246.30	%Cft	15371.00
8	Cement plaster 1:6 upto 20' height 3/8" Thick P-58/13	1246.0	499.68	%Sft	6226.00
9	Cement plaster 1:5 upto 20' height 3/8" Thick P-58/12	1246.0	521.13	%Sft	6493.00
10	First class deoddar wood wrought framed and fixed in place including chowkhats holdfasts, tower bolts, chocks cleats, handles , cord with hooks and cost of nails and screws etc. paneled or paneled and glazed or fully glazed 1-1/2" thick P-72/54	66.0	280.48	P.Sft	18512.00
11	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering (1:3:6) P-18/5(a))	28.0	5001.70	%Cft	1400.00
12	P/Laying floors of approved coloured glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2 P-49/25	119.0	10443.84	%Sft	12428.00
13	Glazed tile dado 1/4" thick laid in pigment over 1:2 cement sand mortar 3/4" thick including finishing P-50/38	276.0	10719.12	%Sft	29585.00
14	Primary coat of Chalk under Distempering	1246.0	58.85	%Sft	733.00
15	Distempering 2 coats P-60/24(b)	125.0	204.22	%Sft	255.00
16	Distempering 3 coats P-60/24(c)	1246.0	263.51	%Sft	3283.00
17	Painting Doors, Windows 3 coats P-76/64	131.0	788.79	%Sft	1033.00
18	P/F approved quality mortise lock	1 No.	909.79	Each	910.00
19	Plain G.I sheet iron spouts fixed in place i/c painting P- 42/25	2 Nos.	142.10	Each	284.00
20	P/L 2" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels 2" thick P-47/16	125.0	1396.67	%Sft	1746.00


**EXECUTIVE ENGINEER**  
 CIVIL WORKS  
 6. 4. 2013  
 100% WORKS

  
**Assistant Engineer**  
 15/03/2013

21	P/L G.I. Pipe 3/4" Dia		60.0	34.40	P.Rft	2064.00
22	P/L G.I. Pipe 1/2" Dia	P-11/1	50.0	25.20	P.Rft	1260.00
23	P/F squatting type white glazed of flushing cistern with internal fitting & flush pipe with bend and making requisite number of holes in wall plinth & floor for pipe connection & making good in Cement Concrete 1:2:4. W.C pan of not less than 23" clear opening between flushing times and 3 gallon flushing tank with 4" dia earthen ware trap and plastic tumble	P-1/1 B (ii)				5
24	P/F European type white glazed earthen ware wash down W.C pan complete with and i/c cost of white / black plastic seat (Best qty) and lid with C.P brass hinges buffers 3 gallons white glazed earthen ware low level flushing cistern with siphon fitting 1-1/2" dia white porcelain enameled flush bend 3/4" dia & cutting & making requisite number of holes in walls plinth and floor for pipe connection and making good in cement concrete 1:2:4 (Foreign quality)	P-2/5	1 No.	2069.10	Each	2070.00
25	P/F 22" x 16" lavatory basin in white glazed earthen ware complete with and i/c the cost of W.I or G.I cantilever brackets 6" brick into walls painted within two coats after a premium coat of red lead point a pan of 4" dia chrome plated pillar traps 1 1/2" dia rubber plug and chrome plated pillar traps 1 1/2" dia rubber plug and chrome brass waste of approved pillars 1 1/4" dia marble iron CP brass union making traps malleable iron or brass required meter of holes in waves plinth and floor for pipe connections and making good in CC 1:2:4 (standard pattern).	P-3/8	1 No.	2594.90	Each	2595.00
26	Add extra labor for P/F of earthen ware pedestal white or colored glazed (Standard pattern)	P-3/9	1 No.	1288.65	Each	1288.00
27	P/F in position nylon connections complete with 1/4" dia brass stop cock with pair of brass nuts and lining joints to nylon connection	P-6/23	1 No.	416.55	Each	416.00
28	P/F 6" x 2" or 6" x 3" C.I floor trap of the approved self cleaning design with a C.I screwed down greeting with or without a vent arm complete with and i/c making requisite number of holes in walls plinth and floor for pipe connections and making good in C.C 1:2:4	P-5/20	3 Nos.	77.85	Each	233.00
29	P/F Swan Type Pillar Cock	P-16/18(b)	3 Nos.	244.35	Each	733.00
30	P/F Mirror	P-7/4(b)	1 No.	295.90	Each	295.00
31	P/F Towel Rod	P-7/1(i)	1 No.	800.80	Each	800.00
32	Providing asbestos pipe with collar (Dadex or equivalent) i/c digging the trenches to required depth and fixing to position and jointing with rubber rings including testing to a water pressure head of 200 feet. 4"dia		30.0	62.75	P.Rft	1882.00

33	Providing chambers 15" x 9" (inside dimensions) x 24" deep for house meters with 6" thick C.C 1:3:6 block set-on 1:6 cement mortar 6" thick C.C 1:4:8 in foundation $\frac{1}{2}$ " thick cement plaster 1:3 C:M to all inside wall surface and to top 1" thick C.C 1:2:4 flooring complete with hinged cast iron cover and frame 15" x 9" (inside) clear opening wt 1" Qr) etc. fixed in C.C 1:2:4 i/c curing excavation back filling & disposal of earth etc complete	P-17/2	2 Nos.	923.15	Each	1846.00
34	Providing R.C.C pipe with collars class 'B' and digging the trenches to required depth and fixing in position i/c cutting fitting and jointing with maxphalt composition & cement mortar 1:1 and testing with water pressure to a head of 4 feet above the top of the highest pipe & refilling with excavated staff 6" dia P-21/2	24.0	72.40	Each	1737.00	
35	S/F bib cock of Superior Quality $\frac{1}{2}$ " dia	P-15/15	2 Nos.	252.00	Each	504.00
36	P/F handle Valve (CHINA) $\frac{1}{4}$ " dia P-14/7(ii)	1 No.	102.95	Each	103.00	
37	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastenings including cost of binding wire (also includes removal of rust from bars Tar Steel) P-20/7	5.89	2772.55	P.Cwt	16330.00	
38	P/F Exhaust Fan (M.R)	1 No.	3000	Each	3000.00	
39	Difference Cost of Cement	81.0	205.0	P.Bag	16605.00	
40	Difference Cost of Bricks	8343	3800.0	%0No	31703.00	
41	Difference Cost of Steel	0.29	32000.0	P.Tun	9280.00	

Note: No premium will be allowed on Item No.38 to 41.

EXECUTING ENGINEER  
PROJECT COORDINATOR  
S. U. ENGINEERING LTD.  
JAMMU - 180001

10/15/1994  
81625 U.

E.J.A.

## SCHEDULE "B"

**SUBJECT: CONSTRUCTION OF OVERHEAD WATER TANK AT INSTITUTE OF WOMEN DEVELOPMENT STUDIES.**

<b>Sr.</b>	<b>I t e m s</b>	<b>Qty</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01	Pacca brick work (on 3 <sup>rd</sup> floor) in C.M. (1:5) P-26/6-II+5-d	45.0	5207.70	%sqft	2343.00
02	RCC work in roof slab, beams columns rafts. Lintels and other structural members lain in situ or precast lain in position completed in all respects	183.0	114.0	Perft	20862.00
03	Fabrication of mild steel reinforcement for cement concrete including cutting bending laying in position making joints and fastenings including cost of binding wire (also includes removal of rust from bars Tar Steel) P-20/7	8.98	2772.55	Pcwt	24897.00
04	Cement Plaster 1:4 upto 20' height 3/8" thick	678.0	536.14	%sqft	3635.00
05	Applying floating coat of Hi Bond (Universal) as a bond coat or as an adhesive link between old & fresh concrete or plaster as directed by E.I.	678.0	470.38	%sqft	3189.00
06	Providing G.I pipes specials clamps etc including fixing cutting and fitting complete with and i/c the cost of breaking through walls and roof making good etc, painting two coats after checking the pipe etc with white paint with pigment to match the colour of the blinding and testing with water to a pressure head of 200 feet and handling 1/4" dia	140.0	34.40	Prft	4816.00
07	P/F handle Valve (CHINA) 1/4" dia P-14/7-II	02 Nos	102.95	Each	206.00
08	Providing G.I pipes specials clamps etc including fixing cutting and fitting complete with and i/c the cost of breaking through walls and roof making good etc, painting two coats after checking the pipe etc with white paint with pigment to match the colour of the blinding and testing with water to a pressure head of 200 feet and handling 1/4" dia	60.0	25.20	Prft	1512.00
09	Providing and fixing handle valve (CHINA) 1/2"dia	01 No	75.45	Each	75.00
10	P/F Ball Valve Rod 1/4" dia	01 No	139.90	Each	140.00
11	Making the connection with the existing G.I pipe upto 2" dia i/c cutting the pipe & P/F necessary fitting	01 No	150.50	Each	150.00
12	Providing G.I pipes specials clamps etc including fixing cutting and fitting complete with and i/c the cost of breaking through walls and roof making good etc, painting two coats after checking the pipe etc with white paint with pigment to match the colour of the blinding and testing with water to a pressure head of 200 feet and handling 1-1/2" dia P-11/1-V	6.0	68.55	Prfl	41J.00
13	P/F Handle valve 1-1/2" dia P-14/7-V	01 No	300.95	Each	301.00
14	Distempering 2 coats P-60/24-b	333.0	204.22	%sqft	680.00
15	P/F piston water pump (1 H.P) (M.R)	01 No	25000.00	Each	25000.00
16	Difference Cost of Cement	29.0	205.0	P.Bag	5945.00
17	Difference Cost of Bricks	61.0	3800.0	%0No	232.00
18	Difference Cost of Steel	0.44	32000.0	P. Ton	14080.00
					<b>Rs. 63217.00</b>

Note: No premium will be allowed on Item No. 15 to 18.

FACE SHEET

**NAME OF WORK:** COLOUR WORK OF SOCIOLOGY DEPARTMENT AT UNIVERSITY OF SINDH, JAMSHORO

The tender contains 3 pages issued to M/S Bashir Alvi & Alvi,  
Contractor on 1-X-17

## DIVISIONAL ACC

#### SUMMARY OF COST

### Cost of Schedule item

Rs.153603.00

Add 20 % below / Above Premium

R5 30721.00

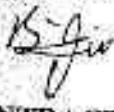
Total Rs. 184324/-

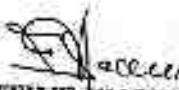
**CONTRACTOR**

4.10.12

## ADDITIONAL TERMS AND CONDITIONS

1. The contractor will have to fill tender form carefully by filling all the entries properly, in-complete tender form will not be accepted.
2. Signature of contractor must be stamped properly.
3. The Executive Engineer reserve the right to change any item specification during execution of the work which will be acceptable.
4. The contractor will have to follow the instruction of Assistant Engineer as well as of Executive Engineer at site.
5. The contractor will have to do the work as per specification and in case of any complication he will have to follow the instructions of Executive Engineer.
6. The contractor will have to arrange site order book at site of work with technical person.
7. The contractor will have to accept the decision of Tender Opining Committee and in case of any cry he will to submit it before Tender Opining Committee at the time of opening tenders after that no claim of contractor will be entertained.
8. The contractor is bound with at least 30% changes in specification design etc during execution of work. He will have to get all the instruction in written from concerned person for changes.
9. The contractor will have to prepare his running bill by his own staff on pad of company and submit to Assistant Engineer. The payment within 15 days from the date of receipt will be released.
10. The contractor will have to accept correction /changes in bills which will be made by Assistant Engineer/Executive Engineer.
11. The contractor will have to arrange his own security system for his materiel at site.
12. Opening tenders committee reserve the right reject any tender without assigning the reason.
13. All the material of approved quality will be used. Sample of all the material, fixtures will be got approved in advances.
14. Water will be provided by University and 2% water charges will be deducted, in case the University fails to provide the water, the contractor will have to arrange the water from his own sources for which no deduction will be made on account of water charges.
15. The contractor will strictly bound with the quantity and items of B.O.Q. and in case of excess no payment will be made till the contractor obtain orders of Executive Engineer in written.
16. The contractor will have to complete work within contract cost and ~~nothing~~ <sup>Agent</sup> nothing will be paid beyond the contract cost.
17. The contractor will have to pay cost stamps duty 0.30% of contract cost.
18. The contractor will quote his own rates for Non Schedule Items and no premium will be allowed on same items.
19. Agreement will be signed at the time of issuing Work Order.
20. The Difference of Cost of Material has been included in Schedule 'B' on the rates provided by Standing Rates Committee. The contractor will bound to accept the difference of cost of Material as per orders of Standing Rates Committee. No premium will be allowed on difference cost of Material.

  
CONTRACTOR

  
EXECUTIVE ENGINEER

## SCHEDULE "B"

3

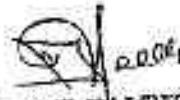
**SUBJECT: COLOUR WORK OF SOCIOLOGY DEPARTMENT AT UNIVERSITY OF SINDH, JAMSHORO.**

<b>Sr.</b>	<b>Description</b>	<b>Unit c m s</b>	<b>Qty.</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
01	Scraping ordinary distemper	P-15/54-b	23300.0	108.90	%sft	25374.0
02	Distempering 3 coats	P-60/24-c	21850.0	263.51	%sft	57577.00
03	Distempering 2 coats	P-60/24-b	10070.0	204.22	%sft	20564.00
04	Painting doors and windows any type	P-76/4-c	6350.0	788.29	%sft	50088.00
						<b>Rs.153603.00</b>

  
Assistant Engineer

**ASSISTANT ENGINEER**

Jamshoro

  
Executive Engineer  
PROJ. NO. 111  
E. U. ENGINEERING WORKS  
JAMSHORO.

  
6.9  
D



**UNIVERSITY OF SINDH**  
JAMSHORO SINDH, PAKISTAN



Engr. Qamar ul-Hassan Memon  
EXECUTIVE ENGINEER

No.SU/LW/E&E-II/Z-8  
Date: 19/10/2012

*The Manager(Assessment),  
S.P.P.R.A.,  
Block-8, Sindh Secretariat No.4-A,  
Court Road, Karachi  
Tel #: 021-9205356*

Subject: **BID EVALUATION REPORT.**

Dear sir,

Please find enclosed herewith Bid Evaluation Report of Repair works of University of Sindh, Jamshoro for publication on your Website.

1. Repair & Renovation of New S.U. Thatta Campus.
2. Construction of new Toilet Block & Overhear Water Tank at Institute of Women Development Studies, University of Sindh.
3. Color work of Department of Sociology, University of Sindh.

Thanks.

Yours faithfully,

Executive Engineer —  
S.U. Engineering Wing

Mn  
3067  
N/I/1



**UNIVERSITY OF SINDH**  
**JAMSHORO SINDH, PAKISTAN**



Mr. Ahmad Alibhai  
PROJECT DIRECTOR

No. 5159-W/92  
Date: 05-X-2012  
**665**

**EVALUATION REPORT**

Administrative approval for three Works at (F/A) were accorded by the Worthy Vice Chancellor. Tenders were invited through Sindh University Website as well as SPPRA Website and opened on 04-10-2012 before the following Committee members except Chairman Department of Sociology, University of Sindh:

1.	The Project Director	Chairman
2.	Prof. Dr. Sarfraz Ahmed Solangi Focal Person S.U. Thatta Campus	Member
3.	The Chief Accountant Representative the Director Finance	Member
4.	The Incharge Director: Institute of Women Development Studies	Member
5.	The Executive Engineer	Secretary/Member
6.	The Divisional Accountant	Member

The position of contractors participated in the works are as under:

1.	Name of Work:	Repair & Renovation of New S.U. Thatta Campus
	Approved Cost:	Rs.5,53,375.00

S. No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Al-Qurban	33% Civil 10% Sanitary	Rs.577990.00	
2	M/s Bashir Ahmed Abro	30% Civil At par Sanitary	Rs.552911.00	1 <sup>st</sup> lowest
3	M/s Liaquat	36% Civil 20% Sanitary	Rs.586138.00	

**Name of Work:**

Construction of new Toilet Block & Overhead Water Tank at Institute of Women Development Studies, University of Sindh.

**Approved Cost:**

Rs.3,99,000.00

S.No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Bashir Ahmed Abro	37% Civil 12% Sanitary	Rs.398746.00	1 <sup>st</sup> lowest
2	M/s Liaquat	40% Civil 15% Sanitary	Rs.407506.00	
3	M/s Ali Hyder	42% Civil 16% Sanitary	Rs.410380.00	

**Name of Work:**

Color work of Department of Sociology  
University of Sindh

**Approved Cost:**

Rs.1,84,350.00

S.No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Al-Qurban	23% above	Rs.188932.00	
2	M/s Ali Hyder	26% above	Rs.193540.00	
3	M/s Bashir Ahmed Abro	20% above	Rs.184324.00	1 <sup>st</sup> lowest

Final position of lowest bidders are as under:

(Rs.)

Name of Work & Name of Contractor	Approved Cost	Sche. Items	Premium	Non Schedule	Difference Of Material	Net Contract Cost with Premium	Saving from Approved Cost
Repair / Renovation of Thatta Camps M/s Bashir Ahmed Abro	Rs.553375.00	Civil 227828.00 Sanitary 10685.00	Civil 30% above 68348/- Sanitary at par	201430/-	44620/-	552911/-	464/-
Construction of New Toilet Block & O/H Water Tank at Institute of Women Development Studies M/s Bashir Ahmed Abro	Rs.399000.00	Civil 162115.00 Sanitary 63217.00	Civil 37% 59983/- Sanitary 12% 7586/-	28000/-	77815/-	198716/-	254/-
Color work of Department of Sociology University of Sindh M/s Bashir Ahmed Abro	Rs.184350.00	153603.00	20% above 30721/-	---	---	181324/-	26/-
	Rs.1136725.00	617448.00	166638/-	229430/-	122465/-	1135981/-	744/-

The authority may consider to approve the contract cost of Rs. 113598/- so that work may be taken in hand and work orders may be issued.

Engr: Qamar-ul-Hassan Memon  
EXECUTIVE ENGINEER

Engr: Ahmed Ali Abbasi  
PROJECT DIRECTOR

DIRECTOR FINANCE

VICE-CHANCELLOR

Dr. M. Iqbal  
Vice-Chancellor  
University of  
Sindh  
Jamshoro

16/10/12  
E462  
Dear Dr. Vice-Chancellor

~~Buildings~~ have been checked.  
~~Not~~ ~~Approved~~ ~~Burhan~~  
8/10/2012

Submitted for approval of  
Side line 'A' above which is aggregate  
amount of - 1st lower - tenders for three  
works as under:

- i) Repair and Renovation of New S.V. Hall  
Campus Rs. 552911/- to be financed  
from self finance funds till receipt of  
funds from Sindh Govt and return to  
that fund;
- ii) Construction of new Toilet Block and Overhead  
Water tank at District Institute of Women Dev  
Rs. 398746/-
- iii) Colour works of Deptt of Sociology Rs. 184324/-

As recommended  
and verified by  
the DF

mm. mmmm

11/10/2012

DF

6/10/2012

Vice Chancellor

B  
Mon.  
16/10/2012

12/XII  
11/12

9/12/2012

P.D

12/10/2012

12/10/2012

OB

P.C. check  
MM.

Imran Akhlaque

**From:** "pd.suew" <pd.suew@yahoo.com>  
**To:** "tenderspprasisindh" <tenders@pprasisindh.gov.pk>; <info@pprasisindh.gov.pk>  
**Sent:** Friday, October 19, 2012 11:45 AM  
**Attach:** Evaluation Report Repair works of Thata Campus Women Develop studies Sociology 5.10.2012.doc  
**Subject:** Bid Evaluation Report of Repair works of Sindh University  
Attention Mr. Jamshed Aalam Memon

Dear sir,

Please find attached Bid Evaluation of works of University of Sindh for publication on your website.

Thanks.

PROJECT DIRECTOR  
UNIVERSITY OF SINDH

SPRIS  
Sindh Project Resource Information System  
30/10/2012  
19/10/2012

Mm-



# **UNIVERSITY OF SINDH**

JAMSHORO SINDH, PAKISTAN



Engr. Ahmed Ali Abbasi  
PROJECT DIRECTOR

No.SU/EW/PD/665  
Date:05-10-2012

## **EVALUATION REPORT**

Administrative approval for three Works at (F/A) were accorded by the Worthy Vice Chancellor. Tenders were invited through Sindh University Website as well as SPPRA Website and opened on 04-10-2012 before the following Committee members except Chairman, Department of Sociology, University of Sindh:

- |    |   |                  |
|----|---|------------------|
| 1. | The Project Director  | Chairman         |
| 2. | Prof. Dr. Sarfraz Ahmed Solangi<br>Focal Person<br>S.U. Thatta Campus | Member           |
| 3. | The Chief Accountant<br>Representative the Director Finance           | Member           |
| 4. | The Incharge Director,<br>Institute of Women Development Studies      | Member           |
| 5. | The Executive Engineer  | Secretary/Member |
| 6. | The Divisional Accountant   | Member           |

The position of contractors participated in the works are as under:

1. Name of Work: Repair & Renovation of New S.U. Thatta Campus.  
 Approved Cost: Rs.5,53,375.00

S.No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Al-Qurban	33% Civil 10% Sanitary	Rs.577990.00	
2	M/s Bashir Ahmed Abro	30% Civil At par Sanitary	Rs.552911.00	1 <sup>st</sup> lowest
3	M/s Liaquat	36% Civil 20% Sanitary	Rs.586138.00	

2. Name of Work: Construction of new Toilet Block & Overhead Water Tank at Institute of Women Development Studies, University of Sindh.

Approved Cost: Rs.3,99,000.00

S.No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Bashir Ahmed Abro	37% Civil 12% Sanitary	Rs.398746.00	1 <sup>st</sup> lowest
2	M/s Liaquat	40% Civil 15% Sanitary	Rs.407506.00	
3	M/s Ali Hyder	42% Civil 16% Sanitary	Rs.410380.00	

3. Name of Work: Color work of Department of Sociology, University of Sindh

Approved Cost: Rs.1,84,350.00

S.No.	Name of Contractor	Quoted Rate	Quoted Amount	Remarks
1	M/s Al-Qurban	23% above	Rs.188932.00	
2	M/s Ali Hyder	26% above	Rs.193540.00	
3	M/s Bashir Ahmed Abro	20% above	Rs.184324.00	1 <sup>st</sup> lowest

Final position of lowest bidders are as under: (Rs.)

S.#	Name of Work & Name of Contractor	Approved Cost	Sehc. Items	Premium	Non Schedule	Difference Of Material	Net Contract Cost with Premium	Saving From Approved Cost
1	Repair / Renovation of Thatta Camps M/s Bashir Ahmed Abro	Rs.553375.00	Civil 227828.00 Sanitary 10685.00	Civil 30% above 68348/- Sanitary at par	201430/-	44620/-	552911/-	464/-
2	Construction of new Toilet Block & O/H Water Tank at Institute of Women Development Studies M/s Bashir Ahmed Abro	Rs.399000.00	Civil 162115.00 Sanitary 63217.00	Civil 37% 59983/- Sanitary 12% 7586/-	28000/-	77845/-	398746/-	254/-
3	Color work of Department of Sociology, University of Sindh M/s. Bashir Ahmed Abro	Rs.184350.00	153603.00	20% above 30721/-	—	—	184324/-	26/-
		<b>Rs.1136725.00</b>	<b>617448.00</b>	<b>166638/-</b>	<b>229430/-</b>	<b>122465/-</b>	<b>1135981/-</b>	<b>744/-</b>

The authority may consider to approve the contract cost of Rs.1135981/- so that

work may be taken in hand and work orders may be issued.

-Sd-

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

-Sd-

**Engr: Ahmed Ali Abbasi  
PROJECT DIRECTOR**

-Sd-

**DIRECTOR FINANCE**

Approved

-Sd-

**VICE CHANCELLOR**