



Bid Evaluation Report

No.SU/EW/EE/

Dated:- 03-2013

1. Name of Procuring Agency: University of Sindh, Jamshoro
2. Tender Reference No. SU/EW/EE/228 dated: 06-03-2013
3. Tender Description / Name of Work / Item: General Repair of Bungalow No. C-14
4. Method of Procurement: Singe Stage - One Envelope Procedure
5. Tender Published: SPPRA ID No.11339/2013 loaded on 08-03-2013
Print & Electronic Media (SPPRA ID No. & News Papers names with dated)
6. Total Bid documents Sold: Three Nos
7. Total Bids Received: Three Nos
8. Technical Bid Opening date: (if applicable) X *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): X
10. Bid(s) Rejected: X
11. Financial Bid Opening date: 26-03-2013

12. Bid Evaluation Report:

S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	M/S M. Hashim Kazi	Rs 357343/-	I	9.64%	The tender is accepted being the lowest one	
	M/S Al-Qurban	Rs 375202/-	II	15.12%		
	M/S Abdul Sattar Abbasi & Sons	Rs 383427/-	III	17.65%		

Signatures of the Members of the Committee.

Engr. Ahmed Ali Abbasi
PROJECT DIRECTOR

Mr. Abdul Aziz Rusanmani
CHIEF ACCOUNTANT

Engr. Shauqat Ali Talpur
EXECUTIVE ENGINEER
MUET, Jamshoro

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

Engr. Qamar-ul-Hassan Memon
EXECUTIVE ENGINEER

Mr. Syed Raza Hussain Shah
CHAIRMAN, S.U. COLONY

Mr. Munir A. Shaikh
DIRECTOR FINANCE
MUET, Jamshoro

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. UNIVERSITY OF SINDH
- 2) PROVINCIAL / LOCAL GOVT./ OTHER SAMI GOVERNMENT
- 3) TITLE OF CONTRACT General Repair Bungalow No.C-14
- 4) TENDER NUMBER SU/EW/EE/228 dated: 06-03-2013
- 5) BRIEF DESCRIPTION OF CONTRACT Same at Serial No.03
- 6) FORUM THAT APPROVED THE SCHEME UNIVERSITY OF SINDH
- 7) TENDER ESTIMATED VALUE Rs.325900.00
- 8) ENGINEER'S ESTIMATE Rs.325900.00
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 03 Months
- 10) TENDER OPENED ON (DATE & TIME) 26-03-2013 at 12:00 noon
- 11) NUMBER OF TENDER DOCUMENTS SOLD 03 Nos
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 03 Nos
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 03 Nos
- 14) BID EVALUATION REPORT Already sent letter No.EE/275 dated: 03-4-2013
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S M. Hashim Kazi
House No.C-66, GMB Colony,
Qasimabad, Hyderabad.
- 16) CONTRACT AWARD PRICE Rs.357343.00
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). at Serial No.01 he is 1st lowest

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT Yes

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

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

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

Yes	ID No.11339/2013 & uploaded 08 March 2013
No	

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

Yes	
No	✓

22) NATURE OF CONTRACT

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

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

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

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

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

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

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

Yes	✓
No	

39) DATE OF AWARD OF CONTRACT: 15-08-2013

Signature & Official Stamp of
Authorized Officer



Executive Engineer
Sindh University Construction Dept
LAKHAR

FOR OFFICE USE ONLY



UNIVERSITY OF SINDH

JAMSHORO SINDH, PAKISTAN



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

No.SU/EW/EE/ 443
Dated: 15-08-2013

M/S M. Hashim Kazi
Contractor,
House No. C-66, G.M.B Colony,
Qasimabad, Hyderabad,
Cell # 0300-9252010

SUBJECT: GENERAL REPAIR OF BUNGALOW NO. C-14

The rate of 38% above the schedule rates on (Schedule of 2004) as quoted by you on 26-03-2013 for the above mentioned work has been accepted by the University authority at the contract cost of Rs.357343.00

The Detail is as Under.

Quoted Contract Cost with 38% above on Schedule Items	Rs.338355.00
Diff: Cost of Material	Rs.18988.00
	Rs.357343.00

You are requested to start the work within 07 days from the receipt of this letter and complete the same during the period of 3 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 no deduction will be made on account of water charges.
- That the contractor will have to complete the work within contract and no excess amount will be paid.

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


Engr. Qamar-ul-Hassan Memon
EXECUTIVE ENGINEER-II
S.U.ENGINEERING WING

Copy F.W.Cs to:

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

FACE SHEET

WORK: REPAIR OF BUNGLOW NO.C.14 @ S.U. COLONY JAMSHORO.

The tender contains 19 pages issued to m/s M. Hashim Kazi

Contractor on 25.3.2013


25/3/13
DIVISIONAL ACCOUNTANT

SUMMARY OF COST

Cost of Schedule Item Rs. 2,40,837.00

Add 38 % above/below
Premium Rs. 91518.0

Different cost of material Rs. 18,988.00

Cost of non scheduled item Rs. 6000.0

Grand Total Rs. 357343.0

S. K. Palani
26.3.2013.

M. Hashim Kazi
CONTRACTOR

26/3

[Signature]

[Signature]

[Signature]
26.3.13.

[Signature]
26/3

General Repairing Work
NOC-14

S.U.-Press-Engg.

m/s Mr. Hashmi Kazi Contractor
UNIVERSITY OF SINDH

Form 4.

ENGINEERING DEPARTMENT

Contract Rs. 357343

Percentage Rate Tender and Contract for Works Rs. 1100/-

General Rules and Directions for the Guidance of Contractors

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

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

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

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

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

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

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

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



Handwritten signature or initials.

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 the payment to him for work done under the contract to deduct such sum as will (With the earnest money amounting 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 each case, if the sum so deposited shall not amount to † per cent of the total estimated cost of the work; it shall be lawful for the University at the time of making any payment to the contractor for work done under the contract to make up the full amount of per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the University under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom or from any sums which may be due or may become due to the University to the contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days there-after, make good in cash or the University securities or bonds as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest-bearing securities provided that the depositor has expressly desired this in writing.

Security deposit.

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 cancelled and legal steps taken against the contractor for recovery of the amounts.

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

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

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

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

Compensation for delay.

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

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

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

Extension of time.

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

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

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

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

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 therefor, 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 recon-

Payments of intermediate certificates to be regarded as advance

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

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

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

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

Time limit for unforeseen claims.

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

Action and compensation payable in case of bad work.

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

Where to be open to inspection.

Contractor or responsible agent to be present.

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

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

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

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

Changes in the constitution of firm to be notified.

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

Works to be under direction of Vice-Chancellor

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

Decision of Vice-Chancellor to be final.

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

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

Clause 32.- When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under 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.

Lump sums in estimate

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

Action where no specification

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

Definition of works.

Clause 35.- The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deduction of...

(11)

SCHEDULE A

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

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

ADDITIONAL TERMS & CONDITIONS

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


CONTRACTOR


EXECUTIVE ENGINEER

SCHEDULE "B"

15

REPAIR OF BUNGALOW NO.C-14 @ S.U. COLONY, JAMSHORO.

Sr.	Items	Qty	Rate	Unit	Amount
	Removing door with chowkat P-13/9(a)	3.0	82.28	Each	247.00
	Removing window with chowkat P-13/33(b)	2.0	59.90	Each	120.00
	Fixing window with chowkat P-70/44 (b)	1.0	73.87	Each	74.00
	Dismantling C.C. slab 1:2:4 P-11/19 (c)	31.0	1597.20	%cft	495.00
	Dismantling Stone Masonry P-10/3	5.0	435.60	%cft	22.00
	Placed brick work other than building i/c sticking of joints upto 20 feet height in C:M 1:5 P-26/7	27.0	4206.40	%cft	1136.00
	R.C.C work in roof slab, beams columns rafts, lintels and other structural members lain in situ or precast lain in position completed in all respects P-19/6	42.0	114.0	p.cft	4788.00
	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) P-20/7	2.06	2772.55	Pewt	5711.00
9	First class deodar wood wrought framed and fixed in place including chowkats 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	114.0	280.48	P.sft	31974.00
10	First class deodar wood wrought framed and fixed in place including chowkats holdfasts tower bolts chocks cleats handles cords with hooks and cost of nails and screws etc paneled or paneled and glazed or fully glazed 1-1/2" thick (Only Shutters) P-72/54	205.0	199.34	P.sft	40865.00
11	First class deodar wood wrought joinery work in wire gauze door and windows with 22 S.W.G Galvanized wire gauze 144 mesh per square inch iron fittings complete 1 1/2" thick deodar wood framing i/c wire gauze with ordinary hinges. P-67/14 (b)	56.0	155.97	P.sft	8734.00
12	First class deodar wood wrought joinery work in wire gauze door and windows with 22 S.W.G Galvanized wire gauze 144 mesh per square inch iron fittings complete. Galvanized wire gauze fixed to chowkats with 1/2" deodar slips and screws. P-67/14 (d)	283.0	61.33	P.sft	17356.00
13	P.F brass spring hinges to wire gauzed doors providing and fixing sliding bolt to doors. P-67/18	4.0	305.20	Each	1221.00
14	Glazing with pans (16 oz to 18 oz) using deodar wooden (1" class fillets and putty. P-71/45 (b)	9.0	52.42	P.sft	472.00
15	P.F G.I. frames / chowkhats of size 7"x2" or 4 1/2" x 3" for windows using 20 gauge G.I. sheet i/c welded hinges and fixing at site with necessary mold lasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage, tools and plants used in making and fixing. P-98/28	24.0	122.17	P.Rft	2932.00
16	P.F deodar Almirah 9" 12" depth i/c boxing with back shelves shutters brass fittings complete. P-66/23	20.0	414.98	P.sft	8299.00

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	1/2" thick double wood paneled work including carve work P-2/10	36.0	206.21	P.sft	7424.00
	19 European white glazed earthen ware wash brown W.L. pan complete with and i/c the cost of water & black plastic seal (heat quality) 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 charactered flush bend 1/2" dia and making requisite number of holes in walls, plinth & floor for pipe connection and making good in cement concrete 1:2:4 (foreign quality) P-2/5	1.0	2594.90	Each	2595.00
10	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 maxphall 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 stuff 6" dia P-21/2	49.0	72.40	P.Rft	3548.00
20	Providing chambers 15" x 9" (inside dimensions) x 24" deep for house meters with 4-12" thick burnt brick masonry 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" clear opening w/ 1" or etc fixed in cement concrete 1:2:4 including curing excavation back filling & disposal of earth etc complete P-17/2	2.0	923.15	Each	1846.00
21	Manufacturing and supplying R.C.C manhole covers cast of in 1:2:4 concrete ratio 3 inch deep at centre, reinforced with 3/8" dia tor steel bars at 1" C/C welded to 1/8" thick 2.5 inch deep M.S plate i/c curing, stacking and transportation with in 10 miles 30 inch P- 27/1	1.0	662.30	Each	662.00
22	Construction manhole or inspection chamber for the required dia of circular sewer and 3'-6" (1067 mm) depth with walls of B.B in cement mortar 1:3 cement plastered 1/2" thick in-side of walls and 1" (25 mm) thick over benching and channel including fixing C.I. manhole over with frame of 1.25 cwt (88.9kg) embedded in plain C.C 1:2:4 and fixing 1" 25mm dia M.S steps 6" (150mm) wide projecting 4" (105 mm) C.C duly painted etc complete as per specification and drawing number D.P/1 of public health Circle southern A.4" to 12" dia 2'x2'x3'-6"	1.0	R.R. 4500.00	Each	4500.00
23	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
24	Cement Plaster 1/2" Thick (1:6) P-58/13	1140.0	531.41	%sft	6058.00
25	Cement Plaster 3/8" Thick (1:5) P-58/12	1140.0	521.13	%sft	5941.00
26	Distemper 2 coats P-60/24	1570.0	204.22	%sft	3206.00
27	Scraping ordinary Distemper P-15/54 (b)	5800.0	108.90	%sft	6316.00
28	Distemper 3 coats P-60/24	5800.0	263.51	%sft	15284.00
29	Scraping White Washing P-15/5	5300.0	36.30	%sft	1924.00
30	Color Washing 3 coats P-60/25 (b)	5300.0	103.79	%sft	5500.00
31	Oil painting 2 coats P-76/4 (c)	1650.0	550.36	%sft	9080.00
32	Oil painting 2 coats P-76/4 (c)	540.0	788.79	%sft	4259.00

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	10' x 16' lavator Basin in white glazed earthen ware complete with and i/c the cost of W.L or G.I cantilever brackets 6" brick into walls painted within two coats after a premium coat of red lead paint a pair 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 3/4" dia marble iron CP brass union making traps malleable iron or brass requisite meter of holes in waves plinth and floor for pipe connections and making good in C.C 1:2:4 (standard pattern). P-3/8	1.0	1705.20	Each	1705.00
20	NE C.P Muslim Shower with crystal head etc complete P-16/21 (b)	1.0	715.00	Each	715.00
21	5 FT long bib cock of Superior Quality with copper head composition & cement (1:3) and testing with water pressure to a head of 4 feet above the top of the highest pipe & refilling with excavated stuff 6" dia. P-21/2	2.0	252.10	Each	504.00
22	Providing chambers 15" x 9" (inside dimensions) x 24" deep for house meters with 4-12" thick burnt brick masonry 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" clear opening wt 1" or etc fixed in cement concrete 1:2:4 including curing excavation back filling & disposal of earth etc complete P-17/2	2.0	923.15	Each	1846.00
23	Manufacturing and supplying R.C.C manhole covers cast of in 1:2:4 concrete ratio 3 inch deep at centre, reinforced with 3/8" dia tor steel bars at 4" C.C welded to 1/8" thick 2.5 inch deep M.S. plate i/c curing, stacking and transportation within 10 miles 30 inch P- 27/1	1.0	662.30	Each	662.00
24	Construction manhole or inspection chamber for the required dia of circular sewer and 3'-6" (1067 mm) depth with walls of B.B in cement mortar 1:3 cement plastered 1:3, 1/2" thick in side of walls and 1" (25 mm) thick over benching and channel including fixing C.I manhole over with frame of 1.75 cwt (88.9kg) embedded in plain C.C 1:2:4 and fixing 1" 25mm dia M.S. steps 6" (150mm) wide projecting 4" (305 mm) C.C duly painted etc complete as per specification and drawing number D.P/1 of public health Circle southern A.4" to 12" dia 2'x2'x3'-6"	1.0	R.R. 4500.00	Each	4500.00
25	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
26	Cement Plaster 1/2" Thick (1:6) P-58/13	1140.0	531.41	%sft	6058.00
27	Cement Plaster 3/8" Thick (1:5) P-58/12	1140.0	521.13	%sft	5941.00
28	Distemper 2 coats P-60/24	1570.0	204.22	%sft	3206.00
29	Scraping ordinary Distemper P-15/54 (b)	5800.0	108.90	%sft	6316.00
30	Distemper 3 coats P-60/24	5800.0	263.51	%sft	15284.00
31	Scraping White Washing P-15/5	5300.0	36.30	%sft	1924.00
32	Color Washing 3 coats P-60/25 (b)	5300.0	103.79	%sft	5500.00
33	Oil painting 2 coats P-76/4 (c)	1650.0	550.36	%sft	9080.00
34	Oil painting 2 coats P-76/4 (c)	540.0	788.79	%sft	4259.00

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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		

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

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 thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

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

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

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

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

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

Claim for quantities entered in the tender or estimate.

Employment of feminine etc. labour.

Claim for compensation for delay in starting of work.

Claim for compensation for delay in the execution of work.

Entering upon or commencing any portion of work.

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

Pakistan Timbers to be used.

Certificate for concessionary freight charges from the Railway.

Procedure for acceptance of tenders when tendered rates are same.

Recovery of dues from contractor as arrears of Land Revenue.

Partnership of M.L.A. is forbidden.

Payment of Sales Tax.

Interest of shares of University servant in the work.

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

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

Contractor to supply plant, ladders, 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 proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

Measure for prevention to fire.

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

When such permit is given and also in all cases when destroying cut 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, work not to be subject.

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

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

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

Contractor to supply plant, ladders, 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 proceedings to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

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

Measure for prevention to fire.

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

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

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

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

Clause 23.— Compensation for all damage done intentionally or unintentionally by contractor's labour whether in or beyond the limits of the University property including any damage caused by spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimates of the Engineer-in-charge subject to the decision of the Vice-Chancellor on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 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; work not to be subject.

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

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

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

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

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

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

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

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

Clause 5.— In any case in which any of the powers conferred upon the Executive Engineer by clauses 3 and 4 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the condition hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the 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

Action when whole of security deposit is forfeited.

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

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

Power to take possession of or require removal



UNIVERSITY OF SINDH
JAMSHORO SINDH, PAKISTAN



Engr: Qamar-ul-Hassan Memon
EXECUTIVE ENGINEER

No. SU/EW/EE/278
Dated: 3-04-2013

To, ✓

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,

I am enclosing herewith Bid Evaluation Report (in original) of General Repair of Bungalow No. C-14 (SPPRA ID No.11339/2013) for uploading on SPPRA Website.

Thanks

Yours faithfully,


Engr: Qamar-ul-Hassan Memon 8.4.13
EXECUTIVE ENGINEER
S.U. Engineering Wing.
Jamshoro.

EF2
SPPRA INWARD DIARY

No: 9471
Date: 5.4.13

- Copy F.W.Cs to:
1. The Secretary to Vice-Chancellor, University of Sindh, Jamshoro.
 2. The Director Finance, University of Sindh, Jamshoro.
 3. The Project Director, S.U. Engineering Wing, Jamshoro.

130
March

Bid Evaluation Report

No.SU/EW/EE/
Dated:- -03-2013

1. Name of Procuring Agency: University of Sindh, Jamshoro
2. Tender Reference No. SU/EW/EE/228 dated: 06-03-2013
3. Tender Description / Name of Work / Item: General Repair of Bungalow No. C-14
4. Method of Procurement: Singe Stage - One Envelope Procedure
5. Tender Published: SPPRA ID No.11339/2013 loaded on 08-03-2013
Print & Electronic Media (SPPRA ID No. & News Papers names with dated)
6. Total Bid documents Sold: Three Nos
7. Total Bids Received: Three Nos
8. Technical Bid Opening date: (if applicable) X *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): X
10. Bid(s) Rejected: X
11. Financial Bid Opening date: 26-03-2013

12. Bid Evaluation Report:

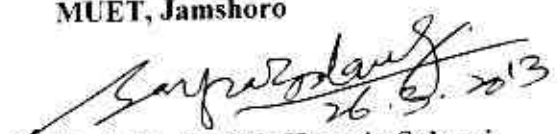
S.No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance / rejection	Remarks
0	1	2	3	4	5	6
1	M/S M. Hashim Kazi	Rs 357343/-	I	9.64%	The tender is accepted being the lowest one	
	M/S Al-Qurban	Rs 375204/-	II	15.12%		
	M/S Abdul Sattar Abbasi & Sons	Rs 383427/-	III	17.65%		

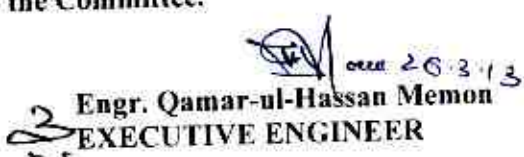
Signatures of the Members of the Committee.

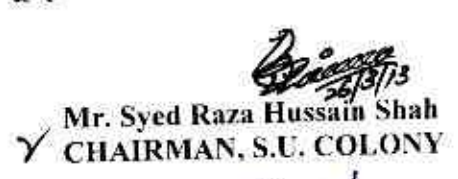

Engr. Ahmed Ali Abbasi
PROJECT DIRECTOR


Mr. Abdul Aziz Rissamani
CHIEF ACCOUNTANT


Engr. Shouqat Ali Talpur
EXECUTIVE ENGINEER
MUET, Jamshoro


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


Engr. Qamar-ul-Hassan Memon
EXECUTIVE ENGINEER


Mr. Syed Raza Hussain Shah
CHAIRMAN, S.U. COLONY

out of city
Mr. Munir A. Shaikh
DIRECTOR FINANCE
MUET, Jamshoro