

SHEEDED SINDH, PAKISTAN



## **Bid Evaluation Report**

Control of Proposition Agency	University	of Sindh, Jai	mshoro	
Herrico Kathaline (1995)	SU/EW/EF	/442 dated: 1	3-08-2013	
Assistant Mark Harris Barba	Work Hem. Ge	neral Repair	of Project Direc	tor Office, S.U.
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Memoral Process du	Singe Stage - Or			
Funder Priblishes	SPPRA S.No.170	95 loaded or	16-08-2013	
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Commission with the may time	(iii applicable)	X	(Provide detai <b>ls</b>	<b>in s</b> epa <b>rate</b> form)
to No of Ald achieves to make	erd (if applicable):	X		
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C. Emáncial Bid Operas. Taxo	<u>05-09-2013</u>			
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M/S Meesas. Construction Co.	<b>777.</b>		·		
M/S Bashir Alimed Abro	7/4/02	00 III.			
M/S Mazhar Enterprises	646531	* I	٠	The two constants	<u> </u>

Signatures of the Members of the Committee.

agr. Ahmed All Abbas
ROJECT DIRECTOR

Abdul Aziz Rusaniani/

Logr Shaikat Ali Talpar UNECUTIVE ENGINEES 1945 Jamshoro EXECUTIVE ENGINEER

ADVISOR ENGINEERING S.U. Engineering Wing

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

Work Dr. Sarfraz Hussain Solangi

## SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

#### CONTRACT EVALUATION FORM

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

1) NA	AME OF THE ORGANIZATION / DEPTT.	UNIVERSITY OF	SINDH			
2) PR	OVINCIAL / LOCAL GOVT / OTHER	SAMI GOVERNM	ENT			
3) TI	TLE OF CONTRACT	General Repair of Office of the Project Director, S.U. Engineering Wing.				
4) TE	ENDER NUMBER	SU/EW/EE/442 d	lated: 13-08-2013			
5) BR	RIEF DESCRIPTION OF CONTRACT	Same at Serial No.03				
6) FC	DRUM THAT APPROVED THE SCHEME	<u>UNIVERSITY C</u>	OF SINDH			
7) TE	ENDER ESTIMATED VALUE	Rs.697000.00	· .			
,	NGINEER'S ESTIMATE or civil works only)	Rs.697000.00				
9) ES	STIMATED COMPLETION PERIOD (AS PER C	CONTRACT) <u>02 Mo</u>	<u>nths</u>			
10) T	ENDER OPENED ON (DATE & TIME)	05-09-2013 at 02	:00 p.m.			
	IUMBER OF TENDER DOCUMENTS SOLD Attach list of buyers)	03 Nos				
12) N	NUMBER OF BIDS RECEIVED	<u>03 Nos</u>				
13) N	NUMBER OF BIDDERS PRESENT AT THE TIME	ME OF OPENING OF BID	S <u>03 Nos</u>			
•	BID EVALUATION REPORT Enclose a copy)	Already sent letter No.E	EE/471 dated: 10-9-2 <u>013</u>			
15) N	NAME AND ADDRESS OF THE SUCCESSFUL	BIDDER M/S Mazhar E Baloch Genera	<u>nterprises</u> I Store, Hussainabad, Hy			
16) C	CONTRACT AWARD PRICE	Rs.696531.00	·			
	RANKING OF SUCCESSFUL BIDDER IN EVAI i.e. 1st, 2nd, 3rd EVALUATION BID).	LUATION REPORT  at Serial No.3	he is 1 <sup>st</sup> lowest			
•						
! 18) N	METHOD OF PROCUREMENT USED : - (Tick of	one)	•			
a)	SINGLE STAGE – ONE ENVELOPE PROC	EDURE	Domestic/Local			
b)	SINGLE STAGE – TWO ENVELOPE PROC	EDURE	_ X			
c)	TWO STAGE BIDDING PROCEDURE		_ X			
d)	TWO STAGE – TWO ENVELOPE BIDDING	G PROCEDURE	_ X			
	PLEASE SPECIFY IF ANY OTHER METHOD C EMERGENCY, DIRECT CONTRACTING / NEC	OF PROCUREMENT WAS A GOTIATION ETC. WITH BR	ADOPTED i.e. RIEF REASONS:			

				Yes	x	No	X
21)	ADVERTISEMENT:		L		27.0	<u></u>	<u> </u>
)	SPPRA Website	Yes	1	No. 170 oaded 1		ust 2011	3
	(If yes, give date and SPPRA Identification No.)	No					
i)	News Papers (If yes, give names of newspapers and dates)	Yes					
		No		<b>√</b>			
22)	NATURE OF CONTRACT		[	Domesti Local	c/ 🗸	Int.	
21	WHETHER QUALIFICATION CRITERIA						
,	WAS INCLUDED IN BIDDING / TENDER DOCUM	ENTS?	Г			1	Τ- /
•	(If yes, enclose a copy)			Yes		No	<b>V</b>
	WHETHER BID EVALUATION CRITERIA						
	WAS INCLUDED IN BIDDING / TENDER DOCUM (If yes, enclose a copy)	ENTS?		Yes		No	✓
25)	WHETHER APPROVAL OF COMPETENT AUTHOMETHOD OTHER THAN OPEN COMPETITIVE BIT	RITY W. DDING?	AS O		ED FOI	1	3 A
•			ł	Yes		No	✓
26)	WAS BID SECURITY OBTAINED FROM ALL THE	BIDDE	RS?	Yes	<b>√</b>	No	
			l		<u> </u>		<b>.</b>
	WHETHER THE SUCCESSFUL BID WAS LOWEST		UATE	:D			
27)			1		1	No	
27)	BID / BEST EVALUATED BID (in case of Consultar	icies)		Yes	<u> </u>		
27)		icies)		Yes	<u> </u>		•
	BID / BEST EVALUATED BID (in case of Consultant WHETHER THE SUCCESSFUL BIDDER WAS TEC		LLY	Yes	<u> </u>		
	BID / BEST EVALUATED BID (in case of Consultant		LLY	Yes	<b>✓</b>	No	
28) 29)	BID / BEST EVALUATED BID (in case of Consultant WHETHER THE SUCCESSFUL BIDDER WAS TECCOMPLIANT?  WHETHER NAMES OF THE BIDDERS AND THEI	CHNICA	!	Yes	✓ WERE		DUT A
28) 29)	BID / BEST EVALUATED BID (in case of Consultant WHETHER THE SUCCESSFUL BIDDER WAS TEC	CHNICA	!	Yes			DUT A
28)  29)	BID / BEST EVALUATED BID (in case of Consultant WHETHER THE SUCCESSFUL BIDDER WAS TECCOMPLIANT?  WHETHER NAMES OF THE BIDDERS AND THEITHE TIME OF OPENING OF BIDS?	CHNICA R QUOT	TED P	Yes RICES	<b>√</b>	READ (	
28) 29)	BID / BEST EVALUATED BID (in case of Consultant WHETHER THE SUCCESSFUL BIDDER WAS TECCOMPLIANT?  WHETHER NAMES OF THE BIDDERS AND THEI	CHNICA R QUOT	TED P	Yes RICES	<b>√</b>	READ (	

-	31) ANY COMPLAINTS RECEIVED	Yes				
	(If yes, result thereof)	No	<b>/</b>			
	32) ANY DEVIATION FROM SPECIFICATIONS GIVE DOCUMENTS	N IN THI	E TENDER	NOTIC	CE/	
	(If yes, give details)	Yes				
		No	<b>√</b>			<u> </u>
	33) WAS THE EXTENSION MADE IN RESPONSE TIM	[ <u>E?</u>				
	(If yes, give reasons)	Yes			-	
	A 1) 7	No	<b>V</b>			
	34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)		· <del>-</del> -			
		Yes				
		No	_ <			
:	35) WAS IT ASSURED BY THE PROCURING AGENCY	THAT 1	THE SELEC	TED F	IRM IS I	NOT
	BLACK LISTED?		Yes	<b>✓</b>	No	T
<u>:</u>	36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL SUPPLIER'S PREMISES IN CONNECTION WITH THE ASCENTANCE PROPERTY OF T	HE PROC	TIREMENT	NG AG F? IF SO	ENCY 1 O, DETA	THE
	BE ASCERTAINED REGARDING FINANCING OF V (If yes, enclose a copy)	HE PROC VISIT, IF	CUREMENT ABROAD: Yes	Y IF SO	O, DETA	X
	BE ASCERTAINED REGARDING FINANCING OF V	HE PROC VISIT, IF	CUREMENT ABROAD: Yes	Y IF SO	O, DETA	X
	BE ASCERTAINED REGARDING FINANCING OF V (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MO	HE PROC VISIT, IF	CUREMENT ABROAD: Yes	Y IF SO	O, DETA	X
3	BE ASCERTAINED REGARDING FINANCING OF V (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MO THE CONTRACT (BANK GUARANTEE ETC.)?  38) SPECIAL CONDITIONS, IF ANY	HE PROC VISIT, IF	ABROAD: Yes TION ADVA	Y IF SO	No No PAYMEI	X
3	BE ASCERTAINED REGARDING FINANCING OF V (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MO THE CONTRACT (BANK GUARANTEE ETC.)?	HE PROC	ABROAD: Yes TION ADVA	Y IF SO	No No PAYMEI	X
3	BE ASCERTAINED REGARDING FINANCING OF V (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MO THE CONTRACT (BANK GUARANTEE ETC.)?  38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	HE PROC VISIT, IF BILIZAT Yes	ABROAD: Yes TION ADVA	Y IF SO	No No PAYMEI	X
3	BE ASCERTAINED REGARDING FINANCING OF V (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MO THE CONTRACT (BANK GUARANTEE ETC.)?  38) SPECIAL CONDITIONS, IF ANY	HE PROC VISIT, IF BILIZAT Yes	ABROAD: Yes TION ADVA	Y IF SO	No No PAYMEI	X
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3 3 3 3	BE ASCERTAINED REGARDING FINANCING OF V (If yes, enclose a copy)  37) WERE PROPER SAFEGUARDS PROVIDED ON MO THE CONTRACT (BANK GUARANTEE ETC.)?  38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	HE PROC VISIT, IF BILIZAT Yes	ABROAD: Yes TION ADVA	Y IF SO	No No PAYMEI	X
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BEFORE OF PROJECT DIRECTOR OFFICE, SOME NEERING

purpos issued in MAS Masher 236.

DIVISIONAL ACCOUNTANT

SUMMARY OF COST

Settedule tem (Civil & Plumbing) Rs.849731.00.

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a. Al Bon Schedule Rem

(4) Rs. foce/ 14

Total R4 696 521/2

S.U.-Press-Engg.

ENGINEERING DEPARTMENT

Percentage Rate Tender and Contract

### 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 carying 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 Engineer for the purpose of identification and shall also be open for inspect at the office of the Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, if my by each partner thereof, or in the event of the absence of any parties his behalf by a person holding a power-of-attorney authorizing hi

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

4. Any person who submits a tender shall fill up the usual pr what percentage above or below the rates specified in Schedule B (m. items of work to be carried out) he is willing to undertake the work. SPECIAL ADJESIVE percentage on all the Estimated rates/Scheduled rates shall be named. Te any alteration in the works specified in the said form of invitation to invitation allowed for carrying out the work, or which contain any other conditions will be liable to rejection, No printed form of tender shall include a tender for more than one work, but if 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 resistant Action the envelope. District Accounts Officer by deraha

- 5. The Executive Engineer or his duly authorised Assistant shall open tenders in th 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 stalement 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 filled is 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 customs
- 10. Under no circumstances shall any contractor be entitled to character takes The for any items in this contract. S.U. Engine and Jamshoro.

#### Conditions of Contract

\*Clause 1.- The person/persons whose tender may be accepted (hereinafter called the Atractors) shall (A) (within one day for a contract of Rs. 1,000 or less, or two days for a miract of more 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 of the receipt by him of the notification of the acceptance of lender)' deposit with the Executive Engineer in cash a sum sufficient with the amount the earnest money deposited by him with his tender to make up the full security deposit excified in the tender), or (B) (permit the University at the time of making any the payment want for work done under the contract to deduct such sum as will (With the earnest money apposited 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 aspositing a lump sum by way of security deposit as contemplated at (A) above, then and such case, if the sum so deposited shall not amount to I per cent of the total esherated cost of the work; it shall be lawful for the University at the time of making any payment the contractor for work done under the contract to make up the full amount of per cent 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, trom the interest arising therefrom or from any sums which may be due or may become one 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 there-after, make good in cash or the University securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest-bearing securities provided nat the depositor has expressly desired this in writing.

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

The security deposit lodged by a contractor shall be refunded after the expiry of six/weive 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 analysis deficiency.

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 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,

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 masonary work 1/10 4/10 8/10 do. do.

•

Compensation

Security deposit.

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

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

Clause 6.— If the contractor shall desire an extension of the time for completion of the ork on the ground of his having been unavoidably hindered in its execution or on any other around, he shall apply in writing to the Executive Engineer within 30 days from the date which he was hindered as aforesaid or on which the ground for asking for extension 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 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 the extending of the execution of the work for such period as he may think necessary or the execution of the work for such period as he may think necessary or the execution of the work on account the work of the wor

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 errod.

Clause 7 .- On completion of the work the contractor shall be furnished with a certricate 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 antil 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 woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession 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

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.

Clause 8 - No payment shall be made for any work, estimated to cost less than rupees ave 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 Engineerin-charge, whose certificate to such approval and passing of the sum so payable shall be anal conclusive against the contractor. All such intermediate payments shall be regarded at sayments 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-incharge as to the final settlement and adjustment of the accounts or otherwise, or in any way very 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.

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

Extension of time

Final certificate

Removal of Bundhis

Payments of Intermdiate certificates to be regarded as advance.

Eavmente at reduced

of work not accepted as

Marie Carlos Car

the rate which it is his intention to charge for such class of work, and if the Engineer-in-harge 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 he at liberty to cancel his order to carry out such class work, and arrange to carry it out in such manner as he may consider divisible, provided inways that if the contractor shall commence work or incur any expenditure in regard thereto case he shall only be entitled to be paid in respect of the work carried out or expenditure in such incurred by him prior to the date of determination of the rate as aforesaid according to such after the 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 fixed.

Clause 15.— If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsall the Anot 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 ment 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 pecifications, 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 cork before the receipt of the said notice to stop or curtail the work the contractor shall be said for such materials at the rates determined by the Engineer-in-charge provided they are got 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 claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

Time limit for unfore-

Clause 17.- If at any time before the security deposit is refunded to the contractor, is 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 of with materials 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 forth-with to rectify or remove and reconstruct the work so specified whole or in part, as the case may require, or it 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 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 hall 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 payble 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-incharge 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-incharge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Where to be open to inspection.

Contractor or responsible agent to be present.

Clause 19.— The contractors shall give not less than five 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-incharge 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 convered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Notice to be given before work is covered up.

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if the contractor does not keep accounts or fails to produce them as aftiresaid, the Engineerin-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 orm 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-Chanceller 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 here in before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever, in any way ausing 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 dehited 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 paris of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer in charge capable of measurement, the Engineer in charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineerin-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 I such work shall be carried out in accordance with the Division 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 RECUTIVE ENGINE

Clause 35.- The percentage referred to in the tender shall be deducted from adde 8.U. Engineering Wing, 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

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

materials,

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), Ingrein-

after called the said Act) for injuries caused to the workmen. If such compensations 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 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 Govern-

Lump sums in esti-

Action where no spec

Миники Фегсепtage whether applied to net or gross amounts of bill. Refund of quarry fees and royalties.

Compensation under the Workmen's Compen-

#### SCHEDULE A

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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.

THE PARTY SERVICE WINDS

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> Engr. Qamar-ul-Hassan Memon EXECUTIVE ENGINEER-II

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- \* The Director Enumee, University of Sindh, Jamshoro.
- The Advisor Engineering 5.11. Engineering Wing Jamshoro.
- \* The Project Director and Engineering Wing, Jamshoro.

# **Bid Evaluation Report**

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