MEHRAN UNIVERSITY OF ENGINEERING AND TECHNOLOGY, JAMSHORO.

ISO-9001 : 2000 CERTIFIED



Purchase of Sports Material For The Annual Demand (2015-16) of Directorate of Sports



MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY,

ISO 2001:2008 CERTIFIED

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No. & Dated: DD(Proc.)/MUET/JAM/-272, 12-11-2015

NOTICE INVITING TENDERS

All the interested Contractors / firms / parties / Suppliers, Manufacturers, Sole Distributors & Sole agents meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of procurement of works and Services and registration with Pakistan Engineering Council as the case may be and are not black listed in any procuring agency or authority, are invited to participate in sealed percentage / item rate tender for the following work:

S. #	Name of Work	Tender Fee	Earnest Money	Completion Period	Date of Purchase	Date of Submission of Bids	Purchase From
1	Purchase of Sports Material For The Annual Demand (2015-16) of Directorate of Sports	3,000.00	2%	01 Month	16-11-2015 To 01-12-2015	02-12-2015	Deputy Director (Procurement)
2	Supply / Fixing / Installation of Electric Chandelier In Central Library & Online Information Centre, MUET, Jamshoro.	3,000.00	2%	01 Month	16-11-2015 To 01-12-2015	02-12-2015	Executive Engineer (Works)
3	Provision of Data & Voice Network System of Basic Science & Related Studies (BS&RS) and Mechanical Engineering Department.	3,000.00	2%	03 Months	16-11-2015 To 01-12-2015	02-12-2015	Executive Engineer (Works)

The terms and conditions are given as under:-

The tender documents can be had for S.No. 1 from the office of Deputy Director (Procurement) and for S.No.2 to 3 from office of the Executive Engineer (Works) or can be downloaded from SPPRA website i.e. www.pprasindh.gov.pk and University website www.muet.edu.pk/tenders-notices on the payment noted above (non-refundable) on any working day except the day of opening of tenders. The sealed tender on prescribed proforma alongwith 2% earnest money of total bid in the form of Pay Order in favour of the Deputy Director (Procurement) for S.No. 1 by 02-12-2015 upto 11.00 (A.M) and same will be opened on the same day @ 11.30 A.M and Executive Engineer (Works) for S.No. 2 to 3 by 02-12-2015 upto 11.30 (A.M) and same will be opened on the same day @ 12.00 Noon in respective office, in presence of the Contractors / Suppliers / representatives, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted / opened on the next working day at the same time & venue. Any Conditional or un-accompanied of the earnest money, tender will not be considered in the competition.

The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25" of said Rules.

Deputy Director (Procurement),

Mehran University of Engg. & Tech. Jamshoro, Phone No. 022-2109010 Fax: 022-2771403 Email: nadeem.soomro@admin.muet.edu.pk

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Part One INSTRUCTIONS TO BIDDERS.

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Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Procuring agency has received /applied for loan/grant/federal/provincial/local government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project /schemes specified in the bidding data and it is intended that part of the proceeds of this loan/grant/funds/ will be applied to eligible payments under the contract for which these bidding documents are issued.
- 1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules, 2009 and its Bidding Documents except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
- 2.4 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2009 and its Bidding Documents ,and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The bidding documents include:
 - (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications
 - (g) Bid Form and Price Schedules
 - (h) Bid Security Form
 - (i) Contract Form
 - (i) Performance Security Form
 - (k) Manufacturer's Authorization Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agencywill respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by a interested Bidder, may modify the bidding documents by amendment.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

13. Documents Establishing Bidder's Eligibility and Oualification

- 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring agency; and

- (c) an item-by-item commentary on the Procuring agency's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for thirty (30) days beyond the validity of the bid; or
 - (b) irrevocable encashable on-demand Bank call-deposit.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

- 15.7 The bid security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 32;

 \mathbf{or}

- (ii) to furnish performance security in accordance with ITB Clause 33.
- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.
- 16.2 In exceptional circumstances, the Procuring agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17. Format and Signing of Bid

- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring agency at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
- 19.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

- 21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.
- 21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring agency

- 22.1 The Procuring agency will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Procuring agency will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Procuring agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

- 24.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 24.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

- 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.
 - 25.2 The Procuring agency's evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
 - 25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:
 - (a) incidental costs
 - (b) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (d) the cost of components, mandatory spare parts, and service;
 - (e) the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid;
 - (f) the projected operating and maintenance costs during the life of the equipment;
 - (g) the performance and productivity of the equipment offered; and/or
 - (h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.
 - 25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:
 - (a) Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.
- (b) Delivery schedule.
 - (i) The Procuring agency requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery "adjustment" will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

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(iii) The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be

adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.

- (c) Deviation in payment schedule.
 - (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment schedule offered by the selected Bidder.

or

(ii) The SCC stipulates the payment schedule offered by the Procuring agency. If a bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.

(d) Cost of spare parts.

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- (iii) The Procuring agency will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) Spare parts and after sales service facilities in the Procuring agency's country.

The cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.

(g) Performance and productivity of the equipment.

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.

or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- (h) Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.

The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

Alternative

25.4 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.

Evaluated price of the goods 60 to 90 Cost of common list spare parts 0 to 20 Technical features, and maintenance and operating costs 0 to 20 Availability of service and spare parts 0 to 20 Standardization 0 to 20 Total 100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid

26. Contacting the Procuring agency

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Postqualification

- 27.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring agency deems necessary and appropriate.
- 27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's

bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

28. Award Criteria

- 28.1 Subject to ITB Clause 30, the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Procuring agency's Right to Vary Quantities at Time of Award
- 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 30. Procuring agency's Right to Accept any Bid and to Reject any or All Bids
- 30.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.
- 31. Notification of Award
- 31.1 Prior to the expiration of the period of bid validity, the Procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

- 32.1 At the same time as the Procuring agency notifies the successful Bidder that its bid has been accepted, the Procuring agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring agency.

33. Performance Security

- 33.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

- 34.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SPPRA, in accordance with the SPP Act, 2009 and Rules made there under:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

Part One - Section II.

General Conditions of Contract

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General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
 - (h) "The Procuring agency's country" is the country named in SCC.
 - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
 - (j) "The Project Site," where applicable, means the place or places named in SCC.
 - (k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and `further elaborated in the SCC.
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. STANDARDS

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

- 5.1 The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.
- 5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

6. Patent Rights

6.1 The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

7. Performance Security

- 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1 The Procuring agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring agency.
- 8.4 The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring agency.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
 - (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Procuring

agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency of payment is Pak. Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Procuring agency's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Procuring agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

21. Subcontracts

- 21.1 The Supplier shall notify the Procuring agency in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) if the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

- "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- 24.2 In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the

Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

27. Termination for Convenience

- 27.1 The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

- 28.1 The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

29. Governing Language

29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.

Invitation for Bids

Date of Issuance: 02nd December, 2015

IFB No: DD(Proc.)/MUETJAM/-272, 12-11-2015

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- 1. The Mehran University of Engineering & Technology, Jamshoro has received an allocation from the Public Fund in Pak rupees / Foreign Currency towards the cost of procurement of goods. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Procurement of Goods.
- 2. The Mehran University of Engineering & Technology, Jamshoro now invites sealed bids from eligible bidders for the Purchase of Sports Material For The Annual Demand (2015-16) of Directorate of Sports at MUET Jamshoro..
- 3. Interested eligible bidders may obtain further information from and inspect the bidding documents from Deputy Director(Procurement), M.U.E.T, Jamshoro. Ptcl # 022-2772250(Ext: 7516).
- 4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a nonrefundable fee of Rs. 3000/-
- 5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Sindh Public Procurement Ordinance and its Rules made thereunder which also conform to the requirements of the World Bank Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan, Part One.
- 6. Tender/s Document will be issued from 16th November, 2015 to 01st December, 2015. Bids must be delivered to the above office on or before 11:00 (am) on 02nd December, 2015 and must be accompanied by a security of 2% of the total Quoted amount.
- 7. Bids will be opened in the presence of bidders' representatives who choose to attend at 11:30am on 02nd December, 2015 at the offices of Deputy Director (Procurement), MUET Jamshoro.
- 8. The bidders are requested to give their best and final prices as no negotiations are expected.

BIDDING DATA

a) Name & Address of the procuring agency.	:]	Mehran University of Engg: & Technology, Jamshoro.
b) Brief Description of Works	:	Purchase of Sports Material For The Annual Demand (2015-16) of Directorate of Sports at MUET Jamshoro.
c) Estimated Cost		:
d) Amount of Bid Security	:	2%
e) Period of Bid Validity	:	9 0 days.
f) Amount of Bid Security	:	
g) Percentage if any, to be deducted from bill	:	8%
h) Deadline of submission of Bids along with time	:	02 nd December 2015 upto 11:00 (A.M) Bidders do not have the option of submitting their bids electronically. Unsealed bids will not be entertained / received.
I) Venue, Date & Time of Bid opening	:	Office of the Deputy Director(Procurement), 02 nd December 2015 upto 11:30 (A.M)
j) Time for Completion from written order of commence	:	Delivery Should be made within One Month after the award of Contract
k) Liquidity damages	:	(0.05% of Estimated cost or Bid cost)
l) Stamp duty	:	0.3% or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.
m) Deposit Receipt No : Date : Amount :		

BID DATA SHEET

Introduction

ITB 1.1	Mehran University of Engg: & Technology, Jamshoro
ITB 1.1	Loan or credit or Project allocation number.
	Loan or credit or Project allocation amount.
ITB 1.1	Procurement of Goods:
ITB 1.1	Procurement of Equipment for Body Fitness Centre and other Accessories for
11 D 1.1	Sport Complex (Gymnasium) at MUET Jamshoro
ITB 4.1	Mehran University of Engg: & Technology, Jamshoro
ITB 6.1	Deputy Director(Procurement), M.U.E.T, Jamshoro.
Address	Ptcl # 022-2772250 (Ext:7516).
ITB 8.1	English

Bid Price and Currency		
ITB 11.2	The price quoted shall be Pakistani Rupee.	
ITB 11.5	The price shall be fixed,	

Preparation and Submission of Bids						
ITB 13.3 (d)	Qualification requirements.					
	The Bidder/s should have Minimum Five years of experience in the supply of similar type of Goods. The Bidder/s should be the tax payer and registered with GST.					
ITB 14.3 (b)	Spare parts required for Not Applicable					
ITB 15.1	Amount of bid security: 2% of the total bid quoted.					
ITB 16.1	The bid should be valid for 90 days					
ITB 17.1	Number of copies.					
ITB 18.2 (a)	Deputy Director(Procurement), MUET Jamshoro					
ITB 18.2 (b)	IFB Procurement of Goods.					
ITB 19.1	Deadline for bid submission:-02 nd December, 2015 upto 11:00 A.M Bids received after the due date and time will not be entertained.					
ITB 22.1	Time, date, and place for bid opening. 11:30am, 02 nd December, 2015 in the office Deputy Director(Procurement)					

Bid Evaluation

ITB 25.3	The MUET will accept lowest evaluated bid as per Rule 48 & 49 of SPPRA Rules, 2010.
ITB 25.4 (a) ITB 25.4 (b)	Incomplete and conditional quotations will be rejected forthwith. No cutting / overwriting in the offered prices will be accepted.

Option (i)	adjustment expressed as a percentage, or
Option (ii)	adjustment expressed in an amount in the currency of bid evaluation, or
Option (iii)	adjustment expressed as a percentage
ITB 25.4 (c) (ii)	Deviation in payment schedule. Annual interest rate.
ITB 25.4 (d)	Cost of spare parts.
ITB 25.4 (e)	Spare parts and after sales service facilities in the Procuring agency's country.
ITB 25.4 (f)	Operating and maintenance costs. Factors for calculation of the life cycle cost: (i) number of years for life cycle; (ii) operating costs; (iii)maintenance costs; and (iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. or Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents.
ITB 25.4 (g)	Performance and productivity of equipment.
ITB 25.4 (h)	Details on the evaluation method or reference to the Technical Specifications.
ITB 25.4 Alternative	Specify the evaluation factors.

Contract Award		
ITB 29.1	Percentage for quantity increase or decrease. (15) percent.	

Section III. Special Conditions of Contract

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Special Conditions of Contract

- 1. Definitions (GCC Clause 1)
 - GCC 1.1 (g)—The Procuring agency is: Mehran University of Engineering & Technology
 - GCC 1.1 (h)—The Procuring agency's country is: Pakistan
 - GCC 1.1 (i)—The Supplier is:
- 2. Country of Origin (GCC Clause 3) As per B.O.Q.
- 3. Performance Security (GCC Clause 7)
 - GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: 5% GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.
- **4.** Inspections and Tests (GCC Clause 8) Items shown in the BOQ shall be supplied strictly in accordance with approved quality, brand and measurement.

In case of unsatisfactory supplies / services in any manner including quality & quantity and time line, the bid security / earnest money will be forfeited and contract will be partially / fully cancelled which may lead to blacklisting of firm.

- **5. Packing (GCC Clause 9)** Standard packing or as described in specification
- **6. Delivery and Documents (GCC Clause 10)**

Delivery schedule. Delivery should be made within **one Month** if the contract is awarded. Else Penalty will be charged as per Rules

The Supplier shall mail the following documents to the Procuring agency at the time delivery:

- (i) Copy/s of the Bill / GST invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Manufacturer's or Supplier's warranty certificate: (if Applicable);
- (iii) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report, (if Applicable);
- 7. Insurance (GCC Clause 11) NA
- 8. Incidental Services (GCC Clause 13): NA
- 9. Spare Parts (GCC Clause 14): NA
- 10. Warranty (GCC Clause 15) As per BOQ
- 11. Payment (GCC Clause 16)

Payment for Goods supplied: Payment shall be made in Pak. Rupees in the following manner:

- (i) Advance Payment: NA.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency.

Payment of local currency portion shall be made in Pakistani Rupee within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.

- (iv) 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.
- (v) Part payment on part supply may be allowed.

12. Prices (GCC Clause 17) NA

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction: 0.05% of Estimated Cost or Bid Cost.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

- 15. Governing Language (GCC Clause 29) GCC 29.1—The Governing Language shall be: English
- 16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991

The Bonded Labour System (Abolition) Act of 1992

The Factories Act 1934

17. Notices (GCC Clause 31)

GCC 31.1—Procuring agency's address for notice	e purposes: Mehran University of Engg:	& Tech
—Supplier's address for notice purposes:	<u> </u>	

Contractor Sign with stamp

Deputy Director (Procurement),

Section IV. Schedule of Requirements

Purchase of Sports Material For The Annual Demand (2015-16) of Directorate of Sports Mehran University of Engineering & Technology, Jamshoro

S. #	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1	Shuttle Cock (Geo plus) Feather, Std Size	200	Dzn		
2	Shuttle Cock (Hi-Qua), Blue, Std Size	50	Dzn		
3	Rackets Badminton(Hi-Qua), Regular, Std Size	200	Nos.		
4	Racket Badminton (Yonex) Almunium, Std Size	36	Nos.		
5	Table Tennis Racket (Champion), Wood grip for Match Quality.	200	Nos.		
6	Table Tennis Ball (Double Circle), 40 mm	200	Dzn		
7	Table Tennis Table (Double Fish) for Match Std	06	Nos.		
8	Helmits (Masuari), Fiber, Std	02	Nos.		
9	Batting Gloves (CA), for Match Quality Std	04	Pairs		
10	Batting Pads (CA), for Match Quality Std	04	Pairs		
11	Keeping Gloves Cricket (CA), Leather, Match Quality Std	01	Pair		
12	Stumps (Tooth), Wooden Std	04	Pairs		
13	Hard Ball for cricket (CA) for Match Quality	05	Dzn		
14	Bat (English Willow), Std (CA)	04	Nos.		
15	Keeping Pads (CA), Heavy foam, Std	01	Nos.		
16	Foot Ball (Mehtab) for Match Quality, Std	25	Nos.		
17	Foot Ball Net Nylon (Shaheen Net), Std Size	02	Nos.		
18	Net Ball Net, Std Size	02	Pairs		
19	Net Ball (Jagha), Full Leather, Std	12	Nos.		
20	Basket Ball (Molten), Thailand, Std	24	Nos.		
21	Volley Ball Net (Shaheen Net), Std Size	06	Nos.		

22	Volley Ball Smash (Double Star), Std	18	Nos.	
23	Hockey Shin Guard (Ever Green), Molded, Std	18	Nos.	
24	Hockey Ball (Grace), Std	12	Nos.	
25	Air Pumps (High Grade), Std	15	Nos.	
26	Tape Red & White (Osaka), Japan, Std	50	Dzn	
27	Carraim Board (Wooden Size Std), 42" Double Ply Std	12	Nos.	
28	Table Tennis Racket (Butterfly) Match Quality, Std	30	Nos.	
29	Tennis Bat K.N.B (Kan Handle), Wooden Std	300	Nos.	
30	Tennis Ball (Shield), for Match Quality Std	250	Dzn	
31	Squash Rackets (Dunlop), Gray fight Shaft, Std	08	Nos.	
32	Squash Ball (Dunlop), Yellow Double Dot, for Match Quality, Std	06	Nos.	
33	Chess Board Glass (Chess), Taiwan Equivalent, Std	12	Nos.	
34	Track Suits (Slazanger Brand), Imported Cloth, Std	140	Nos.	
35	Cricket Kit (CA), Soft Cloth, Standard	20	Nos.	
36	Athletic Kit (Adidas), Mach Cloth, Std	25	Nos.	
37	Basket ball kit (Adidas), Mach Cloth, Std	16	Nos.	
38	Foot ball kit (Adidas), Soft Cloth, Std	20	Nos.	
39	Hockey Kit (Adidas), Soft Cloth, Std	20	Nos.	
40	Shirt (Rehman), Standard	140	Nos.	
41	Neckar (Adidas), Mach Cloth, Std	140	Nos.	

Contractor Sign with stamp

Deputy Director(Procurement),

Bid Declaration Form

1. Name of Intereste	ed Firm :		
2. CNIC# :			
		ch Copy of CNIC)	
3. NTN# :			
	(Please attac	ch Copy of NTN Certificate)	
4. GST#			
	(Please attac	ch Copy of GST Certificate)	· ·
(Inwords)			<u></u>
5. Value of Earnest	Money Rs	DD/PO#	
		Bank	
6. Contact Person:			
7. Postal Address:			
O. F '1 A 11			
8. Email Address : _			
9. Telephone: PTCI (Compulsory)	J	Cell Phone	

<u>Declaration</u>: I certify that, to the best of my knowledge and belief, all of the information on and attached is true, correct, complete and made in good faith. I understand that false or fraudulent information on or attached to this form may be grounds for not entertaining my bid, or for cancellation after bid acceptance, and may be punishable by fine or imprisonment according to law of Pakistan. I understand that any information I voluntarily provide on or attached to this bid may be investigated. Moreover, I hereby declare the all the terms and conditions of the biding document are accepted.

Contractor

Sign with stamp

ISO-9001 : 2000 CERTIFIED



TENDER DOCUMENT

FOR

Supply / Fixing / Installation of Electric Chandelier In Central Library & Online Information Centre, MUET, Jamshoro.



MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY.

ISO 2001:2008 CERTIFIED

JAMSHORO - 76062, SINDH, PAKISTAN Phone / Fax No. +92 22 2771403 Email: nadeem.soomro@admin.muet.edu.pk

No. & Dated: DD(Proc.)/MUET/JAM/-272, 12-11-2015

NOTICE INVITING TENDERS

All the interested Contractors / firms / parties / Suppliers, Manufacturers, Sole Distributors & Sole agents meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of procurement of works and Services and registration with Pakistan Engineering Council as the case may be and are not black listed in any procuring agency or authority, are invited to participate in sealed percentage / item rate tender for the following work:

S. #	Name of Work	Tender Fee	Earnest Money	Completion Period	Date of Purchase	Date of Submission of Bids	Purchase From
1	Purchase of Sports Material For The Annual Demand (2015-16) of Directorate of Sports	3,000.00	2%	01 Month	16-11-2015 To 01-12-2015	02-12-2015	Deputy Director (Procurement)
2	Supply / Fixing / Installation of Electric Chandelier In Central Library & Online Information Centre, MUET, Jamshoro.	3,000.00	2%	01 Month	16-11-2015 To 01-12-2015	02-12-2015	Executive Engineer (Works)
3	Provision of Data & Voice Network System of Basic Science & Related Studies (BS&RS) and Mechanical Engineering Department.	3,000.00	2%	03 Months	16-11-2015 To 01-12-2015	02-12-2015	Executive Engineer (Works)

The terms and conditions are given as under:-

The tender documents can be had for S.No. 1 from the office of Deputy Director (Procurement) and for S.No.2 to 3 from office of the Executive Engineer (Works) or can be downloaded from SPPRA website i.e. www.pprasindh.gov.pk and University website www.muet.edu.pk/tenders-notices on the payment noted above (non-refundable) on any working day except the day of opening of tenders. The sealed tender on prescribed proforma alongwith 2% earnest money of total bid in the form of Pay Order in favour of the Deputy Director (Procurement) for S.No. 1 by 02-12-2015 upto 11.00 (A.M) and same will be opened on the same day @ 11.30 A.M and Executive Engineer (Works) for S.No. 2 to 3 by 02-12-2015 upto 11.30 (A.M) and same will be opened on the same day @ 12.00 Noon in respective office, in presence of the Contractors / Suppliers / representatives, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted / opened on the

next working day at the same time & venue. Any Conditional or un-accompanied of the earnest money, tender will not be considered in the competition.

The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25" of said Rules.

Deputy Director (Procurement),

Mehran University of Engg. & Tech. Jamshoro, Phone No. 022-2109010 Fax: 022-2771403 Email: nadeem.soomro@admin.muet.edu.pk

General Provisions

1.1 Definitions

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

- A. **"Employer"** means the Mehran University solely represented by the Vice Chancellor of Mehran University.
- B. **"Contractor"** means the persons or, firm or company, whose tender has been accepted by the Employer and includes Contractors representative, successors and permitted assignees.
- C. **"Executive Engineer (Works)"** means the assistant of Project Director (M-III) appointed by the Employer.
- D. "Works" means all the works and things to be executed, supplied or done in accordance with the contract.

1.1.1 The Contract

- 1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.1.2 "Contract Agreement" means the contract agreement referred to in Sub- Clause 1.6 [Contract Agreement].
- 1.1.1.3 "Letter of Acceptance" means the letter of formal acceptance, signed by the Procuring Agency, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
- 1.1.1.4 "Letter of Tender" means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Procuring Agency for the Works.

- 1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
- 1.1.1.6 "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Agency in accordance with the Contract.
- 1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
- 1.1.1.8 "Tender" means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.
- 1.1.1.9 "Bill of Quantities", "Day work Schedule" and "Schedule of Payment Currencies" mean the documents so named (if any) which are comprised in the Schedules.
- 1.1.1.10 "Contract Data" means the pages completed by the Procuring Agency entitled contract data which constitute Part A of the Particular Conditions.

1.1.2 Parties and Persons

- 1.1.2.1 "Party" means the Employer or the Contractor, as the context requires.
- 1.1.2.2 "Procuring Agency" means the person named as employer in the Contract Data and the legal successors in title to this person.
- 1.1.2.3 "Contractor" means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).
- 1.1.2.4 "Engineer" means the person appointed by the Procuring Agency to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].
- 1.1.2.5 "Contractor's Representative" means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.
- 1.1.2.6 "Procuring Agency's Personnel" means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Procuring Agency; and

any other personnel notified to the Contractor, by the Employer or the Engineer, as Procuring Agency's Personnel.

- 1.1.2.7 "Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.
- 1.1.2.8 "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
- 1.1.2.9 "DB" means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board].
- 1.1.2.10 "FIDIC" means the Federation International des Ingénieurs-Conseils, the international federation of consulting engineers.
- 1.1.2.11 "Bank" means the financing institution (if any) named in the Contract Data.
- 1.1.2.12 "Borrower" means the person (if any) named as the borrower in the Contract Data.

1.1.3 Dates, Tests, Periods and Completion

- 1.1.3.1 "Base Date" means the date 15days /10 days prior to the latest date for submission and completion of the Tender.
- 1.1.3.2 "Commencement Date" means the date notified under Sub-Clause 8.1 [Commencement of Works].
- 1.1.3.3 "Time for Completion" means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract

Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.

- 1.1.3.4 "Tests on Completion" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.
- 1.1.3.5 "Taking-Over Certificate" means a certificate issued under Clause 10 [Procuring Agency's Taking Over].
- 1.1.3.6 "Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after

the Works or a Section (as the case may be) are taken over by the Procuring Agency.

- 1.1.3.7 "Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].
- 1.1.3.8 "Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
- 1.1.3.9 "day" means a calendar day and "year" means 365 days.

1.1.4 Money and Payments

- 1.1.4.1 "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- 1.1.4.2 "Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.
- 1.1.4.3 "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.4.4 "Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].
- 1.1.4.5 "Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].
- 1.1.4.6 "Foreign Currency" means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
- 1.1.4.7 "Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.
- 1.1.4.8 "Local Currency" means the currency of the Country.
- 1.1.4.9 "Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].
- 1.1.4.10 "Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

- 1.1.4.11 "Retention Money" means the accumulated retention moneys which the Procuring Agency retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].
- 1.1.4.12 "Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

1.1.5 Works and Goods

- 1.1.5.1 "Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Agency's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- 1.1.5.2 "Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
- 1.1.5.3 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
- 1.1.5.4 "Permanent Works" means the permanent works to be executed by the Contractor under the Contract.
- 1.1.5.5 "Plant" means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Agency and relating to the construction or operation of the Works.
- 1.1.5.6 "Section" means a part of the Works specified in the Contract Data as a Section (if any).
- 1.1.5.7 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- 1.1.5.8 "Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 Other Definitions

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

- 1.1.6.2 "Country" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
- 1.1.6.3 "Procuring Agency's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.
- 1.1.6.4 "Force Majeure" is defined in Clause 19 [Force Majeure].
- 1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].
- 1.1.6.7 "Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- 1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.
- 1.1.6.9 "Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

1.2 Interpretation In the Contract, except where the context requires otherwise:

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

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

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

1.3 Communications

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

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

1.4 Law and Language

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

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

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

1.5 Priority of Documents

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

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions Part A,
- (e) the Particular Conditions Part B,

- (f) these General Conditions,
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

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

PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

- 1.1.1.4 "Form of Bid" is synonymous with "Letter of Tender".
- 1.1.1.5 "Bid" is synonymous with "Tender".
- 1.1.1.10 "Bidding" is synonymous with "contract". *The following paragraph is added:*
- 1.1.1.11"Programme" means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.
- 1.12.2 "Employer" is synonymous with "Procuring Agency" 1.1.2.9 "DB" is synonymous with "Committee". 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.
- 1.1.3.7 "Defects notification Period" is synonymous with "Defects liability Period".
- 1.15 **Inspections and Audit by the Bank** Deleted *Procuring Agency can retain this clause with or without changes, in case of contracts under Project, Bank and donor's programme.* **Not Applicable.**

3.1 Engineer's Duties and Authority.

The following paragraph is added after duties:

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

4.3 Contractor's Representative

The following text is to be added after last line:

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

6.10 Records of Contractor's Personnel and Equipment

The following paragraph is added:

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

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

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

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

8.11 Prolonged Suspension

Replace 84 days by 120 days.

8.3 Programme

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

13.1 Right to vary

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

13.3 Variation procedure

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

13.8 Adjustment for changes in cost

Not applicable

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

14.1 The Contract Price

Sub-para (d) is deleted.

14.2 Advance Payment

See Special Conditions.

Mobilization Advance/Advance Payment

See Special Conditions.

14.5 Plants and Materials intended for Works

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

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

- may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the specifications for the permanent works;
- (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
- (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
- (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

BIDDING DATA

Contract/Bidding Data

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

Instructions to Bidders

Clause Reference

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

Jamshoro.

Name of the Project and Summary of the works: Supply / Fixing / Installation of Electric Chandelier

In Central Library & Online Information Centre,

MUET, Jamshoro.

2.1 Name of the Funding Agency/Funding Source; ----- Recurring Side

2.1 Amount and Type of Financing/Scheme Cost and Allocated Funds:

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

10.1 Bid language: English

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

11.1 (b) Financial and Technical Proposal (Single Stage-Two Envelope Procedure)

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

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

14.1 Period of Bid Validity: 90 days.

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

- 17.1 Venue, time, and date of the pre-Bid meeting: N/A.
- 18.4 Number of copies of the bid to be completed and returned: N/A.
- 19.2 (a) Procuring Agency's address for the purpose of bid submission: Office of the Executive Engineer (Works),
 MUET, Jamshoro.
- (b) Name and Identification Number of the Contract: Supply / Fixing / Installation of Electric Chandelier

In Central Library & Online Information Centre,

MUET, Jamshoro.

- 20.1 (a) Deadline for submission of bids: **02-12-2015** @ **11:30** A.M.
- (b) Venue, time, and date of bid opening: Office of the Executive Engineer (Works), MUET, Jamshoro @ 12:00 (Noon), 02-12-2015.
- 32.1 Standard form and amount of Performance Security 5% acceptable to the procuring agency: Bank Guarantee/ Approved Insurance Companies.
- 32.3 Stamp duty

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

FORM OF BID AND APPENDICES TO BID

FORM OF BID

1.1.1	Bid Reference No. Supply / Fixing / Installation of Electric Chandelier In Central Library & Online Information Centre, MUET, Jamshoro.
То:	
1.	Having examined the bidding documents including Instructions to Bidders, Bidding Data, and
	Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. for the execution of the above-named work, we/I,
	the undersigned, offer to execute and complete the work and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs.
	(Rupees) or such other sum as
	may be ascertained in accordance with the said conditions.
2.	We/I understand that all the Appendices attached hereto form part of this bid.
3.	As security for due performance of the undertakings and obligations of this bid, we/I submit herewith a bid security in the amount of Rupees (Rs) drawn in your favour or made payable to procuring agency and valid for a period of days beginning from the date, bid is opened.
4.	We/I undertake, if our bid is accepted, to commence the works and to complete the whole of the works comprised in the contract within the time stated in Appendix-A to Bid.
5.	We/I agree to abide by this bid for the period of days from the date fixed for opening the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6.	Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7.	We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.
We ui	nderstand that you are not bound to accept the lowest or any bid you may receive.
9.	We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract

and severally for the execution of the Contract and the composition or the constitution

10.

We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly

		day of	
	of Bidder in Block Capita (Seal)	,	
Witness:			
Signature:			
Name:			
Address:			

SPECIAL STIPULATIONS Clause Conditions of Contract

	1	1	,
1.	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency.	3.1	Up to 5% of the contract price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	5% of contract price.
3.	Time for Furnishing Program	8.3	Within 07 days from the date of receipt of Letter of Acceptance.
4.	Time for Commencement	8.1	Within 07 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement.
5.	Time for Completion (works & sections)	8.2 & 10.2	30 days from the date of receipt of Engineer's Notice to Commence.
6.	Amount of Liquidity Damages/Delay Damages/Penalties	8.7	0.05% Damages per day; but total amount will not be more than 10% of contract Price.
7.	Defects Liability Period	11.1	90 days from the effective date of Taking Over Certificate.
8.	Percentage of Retention Money	14.2	2% of the amount of Interim/Running Payment Certificate.
9.	Limit of Retention Money	14.2	10% of Contract Price stated in the Letter of Acceptance.
10.	Minimum amount of Interim/Running Payment Certificates	14.2	Rs N/A.
11.	Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.	14.7	30 days.
12.	Mobilization Advance. (N.A)	14.2	10% of Contract Price stated in the Letter of Acceptance.
13.	Action when whole of the security deposit is forfeited:.	Clause- 1.	In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installment) I or in the case of abandonment of the work owing to the serious illness or death of the Contractor or any other case, the Executive Engineer (Works), on behalf of the Mehran University of Engineering, & Technology, Jamshoro, shall have power to adopt any of the following courses, as he may deem best suited to the interests of University. (a) To rescind the contract (of which
			rescission notice in writing to the contractor under the hand of the Executive Engineer

for any loss sustained by him-by reason having purchased or procured any mater entered into any engagements, or ma advance on account of or with a view execution of the work or the performance contract. And in case the contract is rescinded under the provision aforesa	ed from der the security f, or a s being Works), ensation
Contractor shall not be entitled to recove paid any sum for any work therefore performed by him under this contract unl until the Executive Engineer (Works) sha certified in writing the performance of suc and the amount payable in respect thereof shall only be entitled to be paid the am certified.	of his rials, or de any to the e of the hall be id, the er or be actually ess and all have ch work, and he ount so
Action when the progress of any particular position of the work is unsatisfactory: Clause-2 If the progress of any particular portion work is unsatisfactory. Executive E (Works) on recommendation of Engineer not withstanding that the general progress	of the

			work is in accordance with the conditions, be entitled to take action under clause 1 (b) after giving the Contractor 10 days notice in writing. The Contractor will have no claim for compensation; for any loss sustained by him owing to such no claim for compensation, for any loss sustained by him owing to such action.
15	Contractor remains liable to pay compensation if action not taken under clause 3 and 4. power to take possession of or required removal of or sell contractor's plant	Clause-3	In any case in which any of the power conferred upon the Executive Engineer (Works) by clause 1 and 2 hereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and -such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause or clauses hereof he is declared liable to any compensation amounting if the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer (Works) taking action under sub-clause (a) or (c) of clause 1, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, of the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rate, or in the case of contract not being applicable, at current market rates, to be certified by the Executive Engineer (Works) whose certificate thereof shall be final. In the alternative, the Executive Engineer (Works) may, after giving notice in writing to the Contractor or his clerk of the work foreman or other authorized agent, required him to remove such tools, plant materials, or stores from the premises within a time to be specified in such notice, and in the event of the Contractor is failing to comply with any such requisition, the Executive Engineer (Works) may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Executive Engineer (Works) as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.
16	Extension Of Time	Clause-4	If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer (Works) within 30 days from the date of which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of

17	Final Certificate	Clause-5	completion of the work and the Executive Engineer (Works) may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Executive Engineer (Works) in this matter shall be final. Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the University or its authorized officers, the Executive Engineer (Works) may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper. 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 the 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. On completion of the work the Contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleaned the site of work in and around the structures / works completed and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer or where the measurements have been taken by his subordinate until they have received the approval of the Executive Engineer (Works), the said measurements being binding and conclusive against the Contractor If the Contractor shall fail to comply w
			completed and dispose of the same as he thinks

18	Payment Of Intermediate Certificate To Be Regarded As Advance	Clause-6	No payment shall be made for any work, estimated to cost less than rupees ten thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of work estimated to cost more than rupees ten thousands, the Contractor shall on submitting bill therefore, as provided in Clause-10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer and Executive Engineer (Works), whose certificate such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payment for work actually done and completed, and shall not preclude the Engineer and Executive Engineer (Works) from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Executive Engineer (Works) as to the final settlement and adjustment of the accounts or otherwise, or in any way very or effect the contract. The final bill shall be submitted y the Contractor within one month of the date fixed for the completion of the work
19	payment at reduced rates of account of item of work not accepted as completed to be at the discretion of the Executive Engineer (Works)	Caluse-7	otherwise Engineers certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties. The rates for several items of works estimated to cost more than 1,000.00, agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer may certify payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.
20	Bills to be submitted monthly	Clause-8	A bill shall be submitted by the Contractor as frequently the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the; requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 21 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Executive Engineer

			(Works) may prepare a bill from such list which shall be binding on tilted Contractor in all respects. In case the Contractor or his authorized agent is not present at the site of work at the time fixed for recording measurements, or being present, does not counter sign the measurement list, the measurements recorded by the Engineer or his authorized subordinate shall be treated by the Engineer or his authorized subordinate shall be treated as correct and binding on the Contractor unless the Contractor within seven days of date of recording such measurements submit to the Executive Engineer (Works) a detailed letter pointing out the errors or omissions in the record measurements. In case of such disagreement, the Executive Engineer (Works) shall held or cause to be hold the site investigations and give his decision. The decision of the Executive Engineer (Works) shall be final.
21	Bills To Be Printed On Forms	Clause-9	The Contractor shall submit all bills on his own primed forms. The bills shall be submitted to the Engineer in triplicate who will then scrutinize these bills and forward two copies to the Executive Engineer (Works) and retain one copy in their office. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.
22	Store Supplied By University	Clause-10	If the specification or estimate of the work provides for the use of an' special description of materials to be supplied from the store of the University or if it is required that the Contractor shall use certain stores to be provided by the Executive Engineer (Works) such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the Contractor but not so as any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed, required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied shall be sent off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract, otherwise, or from the security deposits, or the proceed of sale thereof, if the security deposit as held in Government securities the same or a sufficient portion hereof shall in that case be sold for the absolute property of University and shall on no account remove from the site of the work, and shall at all times be open to inspection by the Executive Engineer (Works). Any such materials unused and perfectly good condition at the time of completion or

			determination of the contracts shall be returned to the University Stores, if the Executive Engineer (Works) so requires by a notice in writing under his hand, but the Contractor shall not be entitled to return any such materials except with the consent of the Executive Engineer (Works) and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for, any, wastage in or damage to any such materials.
23	Works to be executed in accordance with specifications. Drawings. Orders etc.	Clause-11	The Contractor shall execute the whole and every part of the work in he most substantial and workmanlike manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer (Works) and initialed by the parties, the said specification being a part of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Executive Engineer (Works) and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs drawings and instructions as aforesaid
24	Alterations in specifications and design. Not to invalidate contracts	Clause-12	The Executive Engineer (Works) on the recommendation of Engineer shall have power to make any alterations in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out of the work, in accordance with any instructions in this connection which may be given to him in writing by the Executive Engineer (Works) and such alterations shall, not invalidate the contract; and any altered or additional work which the Contractor may be directed to do in the mentioned above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as re specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Executive Engineer (Works) as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in its contract, then such class of work shall be paid for at () percent below/above the rates shown for such

25	No Claim To Any Payment Or Compensation For Alteration In Or Restriction Of Work	Clause-13	work in the Government of Sind Schedule of rates 2004, as amended from time to time and if such last mentioned class of work is not entered in the Government of Sind Schedule of Rates 1980 as of the date of receipt by him of the order to carry out the work, inform the Executive Engineer (Works) through the Consultants of the rate which it is his intention to charge for such class of work, and if the Executive Engineer (Works) and the Consultants are satisfied with the rate analysis, then he shall allow him that rate, but if the Owner does not agree to this rate, he shall be notified in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been detonated as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Owner. In the event of a dispute, the decision of the Executive Engineer (Works) will be final, conclusive and binding. If at any time after the execution of the contract documents the Executive Engineer (Works) shall for any reason whatsoever in the tender to be carried out at all or carried out in part by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment of 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 alterations, having been made in the original specifications, drawings, designs, and instruction, which may involve any curtailment of the wor
26	Time Limit For Unforeseen Claims	Clause-14	Under no circumstances whatsoever shall the contractor be entitled to any compensation from Authority on any account unless the Contractor shall have submitted a claim in writing to the

			Executive Engineer (Works) within one month of the cause of such claim occurring. The Contractor shall give full details of such claim, indicating the part of the work is the subject matter of such claim, the reasons giving rise to the said claim and submit as far as possible, documentary evidence in support of the reasons and the calculations for such claim. The claim shall not be considered as valid or payable unless it has been scrutinized & accepted by the Engineer and Executive Engineer (Works) & will become payable only to the extent upto which it has been accepted by the Executive Engineer (Works).
27	Action And Compensation In Case Of Bad Work	Clause-15	If at any time before the security deposit is refunded to the Contractor, it shall appear to the Executive Engineer (Works) or his subordinate-incharge of the work, that any work lies been executed with unsound, imperfect of unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution office work are unsound, or of quality inferior to that contracted for, or are otherwise not in accordance with the contract, shall be lawful for the Executive Engineer (Works) to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of any 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, 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 Executive Engineer (Works) in the writing intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent, 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 Executive Engineer (Works) may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be as the risk and expense in all respects of the Contractor. Should the Executive Engineer (Works) consider that any such inferior work or materials as described above may be accepted or made use of it shall be within the discretion to accept the same at such reduced rates as he may fix thereof.
28	Work To Be Open To Inspection Contractor Or Responsible Agent To Be	Clause-16	All works under or in course of execution or executed in pursuance of the contract shall at all
	Present		times be open to the inspection and supervision of the Engineer and Executive Engineer (Works) or his subordinates, and the Contractor shall all

			times during the usual working hours, and at all
			other times at which reasonable notice of the intention of the Engineer and Executive Engineer (Works) or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.
29	Notice To Be Given Before Work Is Covered Up	Clause-17	The Contractor shall give not less than five days notice in writing to the Engineer and Executive Engineer (Works) or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of check, inspection & measurement any work in order that the same may be verified, checked, inspected and measured, and correct dimensions thereof taken before the same is so covered up or planned beyond the reach of verification check, inspection & measurement, and shall not cover up or place beyond the reach of verification, check, inspection and measurement any work without the consent in writing of the Engineer and Executive Engineer (Works) or his subordinate-incharge of the work, and if any work shall be covered up or placed beyond the reach of verification, check, inspection & measurement any work without the consent in writing of the Executive Engineer (Works) or his subordinates incharge of the work, and if any work shall be covered up or placed beyond the reach of verification, check inspection & measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
30	Contractor Liable For Damage Done And For Imperfections For Three Months After Certificate	Clause-18	If the Contractor or his workmen, or servants shall break, deface, destroy any part of a building in which they may be working, or any building, road, fence, enclosure or overhead or underground service lines of water supply, sewerage, electricity, telephone, gas etc. or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any part thereof in being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Executive Engineer (Works), the Contractor shall make good the same his own expense, or in default the Executive

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

			when destroying cut or dug up trees, brushwood, grass etc., by fire; the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property. The Contractor shall make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labour employed in connection with the execution of the works as also for the use of his labour employed in connection with the execution of the works as also for use on the works itself. However, in case the Contractor is not able to make his own arrangements for water, the same could at the discretion of the Executive Engineer (Works) be supplied by the owner in which case the recovery against the water charges at 2% of the cost of these items of work on which the water is used in the construction shall be made from the bills of the Contractor.
33	Liability Of Contractor For Any Damage Done In Or Outside Work Area	Clause-21	Compensation for all damage done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of University property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Executive Engineer (Works) or such other officer as he may appoint and the estimates of the Executive Engineer (Works) 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 Executive Engineer (Works) from any sums that may be due or become due from University of the Contractor under this contract or otherwise.
			The Contractor shall bear the expenses of defending any action or other legal proceedings that maybe brought by any person, party or authority for injury sustained "by him owing to neglect of precaution to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.
34	Employment Of Female Labour	Clause-22	The employment of female labours on works in the neighborhood of soldiers' barracks should be avoided as for as possible.
35	Work On Sunday	Clause-23	No work shall be done on a Sunday or a public holiday without the prior sanction in writing of the Executive Engineer (Works).
36	Work not be sublet. Contractor may be rescinded & security deposit forfeited for subletting it without approval"	Clause-24	The Contractor shall not be assigned or sub-let without the written approval of the Executive Engineer (Works). And if the Contractor shall assign or sublet his contract, or attempt to do, or become insolvent or make any composition with his creditors or attempt to do, the Executive

			Engineer (Works) may, by notice in writing rescind the contract.
			The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Executive Engineer (Works) by notice in writing, produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gifts, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of University in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep account or fails to produce them as aforesaid, the Executive Engineer (Works) may give notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of University and the same consequences shall ensure as if the contract had been rescind under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
37	Sum Payable By Way Of Compensation To Be Considered As Reasonable Compensation Without Reference To Actual Loss	Clause-25	All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.
38	Changes In The Constitution Of Firm To Be Notified	Clause-26	In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Executive Engineer (Works) for his information.
39	Work To Be Under Direction Of Engineer, Consultant And Executive Engineer (Works)	Clause-27	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer and Executive Engineer (Works) for the time being, who shall be entitled to direct at what point or points and in what-manner they are to be commenced, and from time to time carried on.
40	Decision Of Director (W&S) To Be Final	Clause-28	Except where otherwise specified in the contract and subject to The powers delegated to him by authority under the Code rules then in force, the decision of the Executive Engineer (Works) shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, drawings, and instructions hereinbefore mentioned and as to

			the quality of workmanship, or materials used on the work, or as to any other question claim, right, matter or the thing whatsoever in any way arising out of, or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions, or otherwise considering the works, or the execution, or failure to execute the same, whether arising, during the progress or the work, or after the completion on abandonment thereof.
41	Lump Sum In Estimates	Clause-29	When the estimate on which a tender is based includes one or more items with lump sum rates or lump sum amount the Contractor shall be entitled to payment in respect of such items on the rates entered in this contract with the detailed specifications and the analysis of the rates on which the contract price is calculated. Where part of the work is done or the specifications are altered the Contractor will submit his own rate and payment shall be controlled in the same way as if the item of work was done outside the current Government Schedule of Rates applicable in the case in accordance with the procedure laid down in Clause 14. Provided always that in case of the percent Rate tenders, no premium as quoted for the main tender as also that quoted in clause 14 (which will be the same premium as for the main tender) shall be payable for any items of work including the lump sum items or market rates which are outside the Current Government Schedule of Rates.
42	Action Where No Specification	Clause-30	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 Sind P.W.D. specifications and in the event of there being no Sind P.W.D. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Executive Engineer (Works). The payment for such items of work shall be made in accordance with the procedure laid down in Clause 14 for items of work outside the Current Government Schedule of Rates.
43	Definition Of Work	Clause-31	The expression "Works" or "Work" where used in these conditions shall, unless there be something in the subject of context repugnant to such construction be construct 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.
44	Contractors Percentage Whether Applied To	Clause-32	The percentage referred to in the tender shall be deducted from/added to the gross amount of the

	Net Or Gross Amount Of Bill		bill before deduction the value of any stock issued.
45	Refund Of Quarry Fees And Royalties	Clause-33	All quarry fees; royalist, octroi, dues, ground rents, local and Government taxes and Rates etc. relating directly or indirectly to the execution of the works under this contract shall be paid by the contractor as a final charge and no refund on this account shall be allowed by the University.
46	Compensation under the workmen's compensation act.	Clause-34	The Contractor shall be responsible for and shall pay any compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) as amended upto date for injuries caused to the workmen. If such compensation is paid by University as principal under sub-section (1) of section 12 of the said Act on behalf of the Contractor; it shall be recoverable by University from the Contractor under sub-section (2) of the said section such, compensation shall be recovered in the manner laid down in Clause above. The contractor shall also discharge all other liabilities in relation to the current Government or local legislation with respect to the Labour Laws and other Fringe benefits like Health and Insurance cover. Old Age Benefits etc. for all his labour including the administrative and supervisory staff.
47	Claim For Quantities As Per Scope Of Work Shown On Drawings	Clause- 35A	The quantities of different items of work shown in the schedule B attached to this tender, are only approximate The actual quantities of different items as done at Site will be controlled by the detailed drawings and the actual requirements at site of work. No claim whatsoever will be entertained on account of excess or reduction in the scope of work as shown on the drawings.
48	do	Clause- 35B	Where due to the change of specification or scope or work or due to additions in size and quantum of the work the total cost of the work increases upto 30% at the cost as shown in the MEMORANDUM (Excluding those case there the total cost the increased due to any claim of the contractor or the escalation in the rates/cost subject to its sanction) the Contractor shall be bound to car y out the same at the same rates and under the same conditions as for the same at the same rates and under the same conditions as for the main tender. In case where the total cost is likely to increase beyond 30% of the amount shown in the MEMORANDUM it will be optional for the Contractor to decline to take up the additional work provided always that no work shall be left in incomplete or in unfinished shape irrespective of the total Cost of the work. Where, however, the Contractor agrees to take up the additional work, there shall be no financial limit to it and that the entire work shall be done at the same rates and under the same terms and

			conditions as the main tender.
49	Employment Of Feminine Labour	Clause-36	The Contractor shall employ any feminine; convict or other labour of a particular kind of class if ordered in writing to do so by the Executive Engineer (Works).
50	Claim For Compensation For Delay In The Execution Of Work	Clause-37	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.
51		Clause-38	No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments or on the land or the approach road etc. The rates are inclusive of hard or cracked soil, excavation mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.
52	Entering Upon Or Commencing Any Portion Of Work	Clasue-39	The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Executive Engineer (Works) or of his subordinate- incharge of the work. Failing such authority the contractor shall have not claim to ask for measurements of or payment for work.
53	Minimum age of persons employed. The employment of donkeys or other animals	Clasue-40	 (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 thread should be of tape (Nawar). (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed or the work. (iv) The Contractor shall not employ any labour who has any contagious disease or is a habitual narcotic user or is as sick and unfit for manual labour as to create a hazard for his health or life. (v) The Executive Engineer (Works) or his subordinate is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any delay caused in the completion of the work by such removal. Any Contractor who does not accept these conditions shall not be allowed to tender for conditions.
			conditions shall not be allowed to tender for works and his name shall be removed from the

			list of Contractors.
54	Pakistan Timber To Be Used	Clause-41	As for as possible Pakistan Timbers shall be used and where for any reason this is not practicable preference shall be given to imported timber of approved origin and quality.
55	Certificate For Concessionary Freight Of Charges From The Railway	Clause-42	If any materials are required to be conveyed by rail, the Contractors will be granted certificates by the Executive Engineer (Works) to the effect that the materials are required for University works thereby enabling them to have the benefit as allowed under the rules from the railway. In case, however, such a concession is withdrawn by the railway at any time', no claim shall be made against University on this account.
56	Recovery Of Dues From Contractor As Arrears Of As Land Revenue	Clause-43	Any sum due to the University by the Contractor shall be liable for recovery as arrears of Land Revenue.
57	Partnership Of M.L.As Is Forbidden	Clause-44	The Contractor shall certify that no member of Legislative Assembly is in partnership with him and that University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly or Parliament is a partner in the Contract.
58	Payment Of Taxes	Clasue-45	The contractor firmly holds himself responsible to get himself registered under Income Tax and Sales Tax Rules and to pay these and all other Government and local taxes due to him from time to time in accordance with the Government instructions.
59	Interest Or Share Of University Servant In The Work	Clause-46	The Contractor shall certify that no University Servant, Government servants or a servant of a Corporate Body directly controlled by the Government has directly or indirectly any share or interest in this work.
60		Clause-47	The Contractor will not be allowed to withdraw his tender and ask For the return of earnest money before expiry of the period of three months, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.
61		Clause-48	The security deposit lodged by a Contractor (in cash or recovered in installments from his bills) shall be refund to him after the expiry of three months from the date on which the work is

			completed, provided no defects are occurred.
62		Clause-49	The Contractor shall employ at his cost at the site of work for effective planning, supervision and control of the work, adequate, full time Director engineering staff and trained and experience licensed electricians and mechanics of respective trade in addition to the usual team of following scales: Work costing upto Rs. 15.0 lacs A Diploma holder. Work costing over Rs. 15.0 Lacs A Professional Engineer Registered with Pakistan Engineering Council. Such persons work on the job shall be deemed to the authorized agents at site of the Contractor and shall receive all orders & instructions of the Executive Engineer (Works), Engineer and Consultants or their authorized representatives and shall also be responsible to maintain a workorder book and other registers at Site and shall forth with take actions to carry out the orders and instructions.
63		Clause-50	If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objections of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is hereinbefore provide for as has been so decided, every such matter including whether its decisions has been otherwise provided for and or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person or a board with the mutual consent of the Executive Engineer (Works) and the Contractor and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be payable or recoverable in respect of the matter so referred.
64	Force Majeure	Clause-51	The parties shall not be considered to be at default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of force Majeure. Each part will advise the other party by written notice within 30 days of the occurrence of any such case force Majeure employed therein shall mean acts of the Public enemy wars (whether declared or not) hostilities, revolutions, civil disturbances, epidemics, fires, floods, earth quakes, weather causes of similarly nature which render the performance of this agreement unfeasible and inspite of the exercise is unable to overcome.

CLAUSE - 52

Environmental Health & Safety/ Construction Safety

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

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

The following rules apply to construction sites:

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

CONTRACTOR.

• Report all incidents and near misses to your supervisor and the Office of Safety.

Know what to do in an emergency. There isn't time to review procedures when an emergency situation occurs. If you are unsure, ask your supervisor before you begin the job.

ENGINEER.

Witness.	Witness
1	1
2	2

BILL OF QUANTITIES

MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY, JAMSHORO

SCHEDULE - B

SUBJECT: Supply / Fixing / Installation of Electric Chandelier In Central Library & Online Information Centre, MUET, Jamshoro.

S. #	ITEM	QTY	UNIT	RATE	AMOUNT		
1	Supplying/ fixing/ installation of the Electric Chandelier Crystal Brass Arm Big 25 feet long and diameter of 12'-6" (width varies from bottom of Chandelier i.e. size 12'-6" to the top near ceiling about 25'-00" feet K-9 Crystals L.E.D 100 Bulbs. Complete in all respects as per instructions of Engineer Incharge.		P.Job				
	TOTAL =						

CONTRACTOR

EXECUTIVE ENGINEER (WORKS)

MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY, JAMSHORO





TENDER DOCUMENT

PROVISION OF DATA & VOICE NETWORK SYSTEM OF BASIC SCIENCE & RELATED STUDIES (BS&RS) AND MECHANICAL ENGINEERING DEPARTMENT

FROM DEPUTY DIRECTOR (PROC.)



MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY,

ISO 2001:2008 CERTIFIED

JAMSHORO - 76062, SINDH, PAKISTAN Phone / Fax No. +92 22 2771403

Email: nadeem.soomro@admin.muet.edu.pk

No. & Dated: DD(Proc.)/MUET/JAM/-272, 12-11-2015

NOTICE INVITING TENDERS

All the interested Contractors / firms / parties / Suppliers, Manufacturers, Sole Distributors & Sole agents meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of procurement of works and Services and registration with Pakistan Engineering Council as the case may be and are not black listed in any procuring agency or authority, are invited to participate in sealed percentage / item rate tender for the following work:

S. #	Name of Work	Tender Fee	Earnest Money	Completion Period	Date of Purchase	Date of Submission of Bids	Purchase From
1	Purchase of Sports Material For The Annual Demand (2015-16) of Directorate of Sports	3,000.00	2%	01 Month	16-11-2015 To 01-12-2015	02-12-2015	Deputy Director (Procurement)
2	Supply / Fixing / Installation of Electric Chandelier In Central Library & Online Information Centre, MUET, Jamshoro.	3,000.00	2%	01 Month	16-11-2015 To 01-12-2015	02-12-2015	Executive Engineer (Works)
3	Provision of Data & Voice Network System of Basic Science & Related Studies (BS&RS) and Mechanical Engineering Department.	3,000.00	2%	03 Months	16-11-2015 To 01-12-2015	02-12-2015	Executive Engineer (Works)

The terms and conditions are given as under:-

The tender documents can be had for S.No. 1 from the office of Deputy Director (Procurement) and for S.No.2 to 3 from office of the Executive Engineer (Works) or can be downloaded from SPPRA website i.e. www.pprasindh.gov.pk and University website www.muet.edu.pk/tenders-notices on the payment noted above (non-refundable) on any working day except the day of opening of tenders. The sealed tender on prescribed proforma alongwith 2% earnest money of total bid in the form of Pay Order in favour of the Deputy Director (Procurement) for S.No. 1 by 02-12-2015 upto 11.00 (A.M) and same will be opened on the same day @ 11.30 A.M and Executive Engineer (Works) for S.No. 2 to 3 by 02-12-2015 upto 11.30 (A.M) and same will be opened on the same day @ 12.00 Noon in respective office, in presence of the Contractors / Suppliers / representatives, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted / opened on the next working day at the same time & venue. Any Conditional or un-accompanied of the earnest money, tender will not be considered in the competition.

The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25" of said Rules.

Deputy Director (Procurement),

Mehran University of Engg. & Tech. Jamshoro, Phone No. 022-2109010 Fax: 022-2771403 Email: nadeem.soomro@admin.muet.edu.pk

Instructions to Bidders/ Procuring Agencies.

General Rules and Directions for the Guidance of Contractors.

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are included as Conditions of Contract and *Contract Data*.

The *Instructions to Bidders* will not be part of the Contract and will cease to have effect once the contract is signed.

1. All work proposed to be executed by contract shall be notified in a form of Notice Inviting Tender (NIT)/Invitation for Bid (IFB) hoisted on website of Authority and Procuring Agency and also in printed media where ever required as per rules.

NIT must state the description of the work, dates, time and place of issuing, submission, opening of bids, completion time, cost of bidding document and bid security either in lump sum or percentage of Estimated Cost/Bid Cost. The interested bidder must have valid NTN also.

- 2. Content of Bidding Documents must include but not limited to: Conditions of contract, Contract Data, specifications or its reference, Bill of Quantities containing description of items with scheduled/item rates with premium to be filled in form of percentage above/ below or on item rates to be quoted, Form of Agreement and drawings.
- **3. Fixed Price Contracts:** The Bid prices and rates are fixed during currency of contract and under no circumstance shall any contractor be entitled to claim enhanced rates for any item in this contract.
- **4.** The Procuring Agency shall have right of rejecting all or any of the tenders as per provisions of SPP Rules 2010.
- 5. Conditional Offer: Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below on the rates specified in Bill of Quantities for items of work to be carried out: he is willing to undertake the work and also quote the rates for those items which are based on market rates. Only one rate of such percentage, on all the Scheduled Rates shall be framed. Tenders, which propose any alternative in the works specified in the said form of invitation to tender or in the time 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 contractor wish to tender for two or more works, they shall submit a separate tender for each.

The envelope containing the tender documents shall refer the name and number of the work.

6. All works shall be measured by standard instruments according to the rules.

- **7.** Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- **8.** Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- 9. Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, registration with PEC (where applicable), turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- **10.** Bid without bid security of required amount and prescribed form shall be rejected.
- **11.** Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis;
 - (A) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
 - (B) In case of item rates, .If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
 - (C) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents).

a) Name & Address of the : Mehran University of Engg: & Technology,

Procuring agency. Jamshoro.

b) Brief Description of Works : PROVISION OF DATA & VOICE NETWORK SYSTEM OF

BASIC SCIENCE & RELATED STUDIES (BS&RS) AND

MECHANICAL ENGINEERING DEPARTMENT.

c) Estimated Cost : Rs. 1,396,947.68

d) Amount of Bid Security : 2%

e) Period of Bid Validity : 90 days.

f) Amount of Bid Security : 10% (2% at the time of Bid Submission

and 8% deductible from the running bills).

g) Percentage if any, to be

deducted from bill : 8%

h) Deadline of submission of Bids along with time: 02-12-2015 upto 11.30 (A.M)

I) Venue, Date & Time of Bid opening: Office of Executive Engineer (Works), 02-12-2015

at 12.00 (Noon)

j) Time for Completion from written order of commence: 03 (three) Months.

k) Liquidity damages : ----- (05% of Estimated cost or Bid cost)

1) Stamp duty

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

m) Deposit Receipt No: Date: Amount:

Conditions of Contract

Clause – 1: Commencement & Completion Dates of work. The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Engineer-in-charge or of in subordinate-in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the wok, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

Clause – 2:Liquidated Damages. The contractor shall pay liquidated damages to the Agency at the rate per day stated in the bidding data for each day that the completion date is later than the Intended completion date; the amount of liquidated damage paid by the contractor to the Agency shall not exceed 10 per cent of the contract price. Agency may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

Clause – 3: Termination of the Contract.

- (A) Procuring Agency/Executive Engineer may terminate the contract if either of the following conditions exits:-
 - (i) Contractor causes a breach of any clause of the Contract;
 - (ii) The progress of any particular portion of the work is unsatisfactory and notice of 10 days has expired;
 - (iii) In the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause.
 - (iv) Contractor can also request for termination of contract if a payment certified by the Engineer is not paid to the contractor within 60 days of the date of the submission of the bill;
- **(B)** The Executive Engineer/Procuring Agency has power to adopt any of the following courses as may deem fit:-
 - (i) to forfeit the security deposit available except conditions mentioned at A
 - (iii) and (iv) above:
 - (ii) to finalize the work by measuring the work done by the contractor.
- (C) In the event of any of the above courses being adopted by the Executive Engineer/Procuring Agency, the contractor shall have:-
 - (i) 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,
 - (ii) However, the contractor can claim for the work done at site duly certified by the executive engineer in writing regarding the performance of such work and has not been paid.

Procuring Agency/Engineer may invite fresh bids for remaining work.

Clause 4: Possession of the site and claims for compensation for delay. The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be changed or period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. The Procuring Agency either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; 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 the 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 –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Executive Engineer and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

Clause – 7: Payments.

(A) Interim/Running Bill. A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all work executed and not included in any previous bill at least once in a month and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as for as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill, at any time depute a subordinate to measure up the said work in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient to warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer /Procuring Agency shall pass/certify the amount to be paid to the contractor, which he considers due and payable in respect thereof, subject to deduction of security deposit, advance payment if any made to him and taxes. All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the Engineer-in-charge from recoveries from final bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period.

(B) The Final Bill. A 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 – 8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

Clause – 9: Issuance of Variation and Repeat Orders.

- (A) Agency may issue a Variation Order for procurement of works, physical services from the original contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (B) Contractor shall not perform a variation until the Procuring Agency has authorized the variation in writing subject to the limit not exceeding the contract cost by of 15% on the same conditions in all respects on which he agreed to do them in the work, and at the same rates, as are specified in the tender for the main work. The contractor has no right to claim for compensation by reason of alterations or curtailment of the work.
- (C) In case the nature of the work in the variation does not correspond with items in the Bill of Quantities, the quotation by the contractor is to be in the form of new rates for the relevant items 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, and then only he shall allow him that rate after approval from higher authority.
- **(D)** The time for the completion of the work shall be extended in the proportion that the additional work bear to the original contact work.
- (E) In case of quantities of work executed result the Initial Contract Price to be exceeded by more than 15%, and then Engineer can adjust the rates for those quantities causing excess the cost of contract beyond 15% after approval of Superintending Engineer / higher authority..
- **(F) Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

Clause-10: Quality Control.

- (A) Identifying Defects: If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Engineer-incharge or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.
- **(B)** Correction of Defects: 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. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

(C) Uncorrected Defects:

- (i) In the case of any such failure, the Engineer-in-charge shall give the contractor at least 14 days notice of his intention to use a third party to correct a defect. He may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.
- (ii) If the Engineer considers that rectification/correction of a defect is not essential and it 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 therefore.

Clause – 11:

- (A) Inspection of Operations. The Engineer and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access.
- (B) Dates for Inspection and Testing. The Engineer shall give the contractor reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, then he 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 authorized agent shall be considered to have the same force an effect as if they had been given to the contractor himself.

Clause – 12: Examination of work before covering up.

- (A) No part of the works shall be covered up or put out of view/beyond the reach without giving notice of not less than five days to the Engineer whenever any such part of the works or foundations is or are ready or about to be ready for examination and the Engineer shall, without delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such part of the works or of examining such foundations;
- (B) If any work is covered up or placed beyond the reach of measurement without such notice having been given, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.

Clause – 13: Risks. The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. if any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Engineer may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the Engineer.

Clause-14: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Executive Engineer. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the

safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

Clause-15:Sub-contracting. The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

Clause – 16: Disputes. All disputes arising in connection with the present contract, and which cannot be amicably settled between the parties, , the decision of the Superintending Engineer of the circle/officer/one grade higher to awarding authority shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs drawings, and instructions, hereinbefore mentioned and as to the quality of workmanship, or materials used on the work or as to any other questions, claim, right, matter, or thing whatsoever in any way arising out of, or relating to the contract design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution, of failure to execute the same, whether arising, during the progress of the work, or after the completion or abandonment thereof.

Clause –17: Site Clearance. 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 neither such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed all temporary structures and materials brought at site either for use or for operation facilities including cleaning debris and dirt at the site. If the contractor fails to comply with the requirements of this clause then Engineer-in-charge, may at the expense of the contractor remove and dispose of the same as he thinks fit and shall deduct the amount of all expenses so incurred from the contractor's retention money. The contractor shall have no claim in respect of any surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause -18: Financial Assistance /Advance Payment.

(A) Mobilization advance is not allowed.

(B) Secured Advance against materials brought at site.

- (i) Secured Advance may be permitted only against imperishable materials/quantities anticipated to be consumed / utilized on the work within a period of three months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract. The sum payable for such materials on site shall not exceed 75% of the market price of materials;
- (ii) Recovery of Secured Advance paid to the contractor under the above provisions shall be affected from the monthly payments on actual consumption basis, but not later than period more than three months (even if unutilized).

Clause –19: Recovery as arrears of Land Revenue. Any sum due to the Government by the contractor shall be liable for recovery as arrears of Land Revenue.

Clause –20: Refund of Security Deposit/Retention Money. On completion of the whole of the works (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), the defects notice period has also passed and the Engineer has certified that all defects notified to the contractor before the end of this period have been corrected, the security deposit lodged by a contractor (in cash or recovered in installments from his bills) shall be refunded to him after the expiry of three months from the date on which the work is completed.

A	cco	unts	Offi	icer

Contractor

Executive Engineer (Works)/Procuring Agency

BILL OF QUANTITIES

PROVISION OF DATA & VOICE NETWORK SYSTEM OF BASIC SCIENCE & RELATED STUDIES (BS&RS) AND MECHANICAL ENGINEERING DEPARTMENT, MUET, JAMSHORO.

GENERAL ABSTRACT

S.#	Description	Amount
1.	PART-A: BASIC SCIENCE & RELATED STUDIES	
2.	PART- B: MECHANICAL ENGINEERING DEPARTMENT	
	TOTAL AMOUNT (PKR)	

SPECIAL CONDITION: All structured cabling installations has a maintenance contract would be under Six month agreement with MUET.

Contractor

BILL OF QUANTITIES

PROVISION OF DATA & VOICE NETWORK SYSTEM FOR BASIC SCIENCE & RELATED STUDIES (BS&RS), MUET, JAMSHORO.

ABSTRACT

PART-A, DATA & VOICE NETWORK SYSTEM FOR BS&RS:

S.#	-	Description	Amount
1.	Section 1:	DATA NETWORK SYSTEM	
2.	Section 2:	VOICE NETWORK SYSTEM	
		TOTAL AMOUNT (PKR)	

Contractor

BILL OF QUANTITIES

PROVISION OF DATA & VOICE NETWORK SYSTEM OF BASIC SCIENCE & RELATED STUDIES (BS&RS), MUET, JAMSHORO.

Section 1: Data Network System:

S.#	Item Description	QTY	UNIT	Rate	Amount in (Rs.)
Pass	ive Components.				
1.	Providing/ Fixing, Installing Pure Copper Cat-06 (Running ft) 4 Pair	3,500.00	P.Rft.		
2.	Providing/ Fixing, Installing Duct- Line (Medium Size 25x40 or Equivalent).	700.00	P.Rft.		
3.	Providing/ Fixing, Installing 09U size Cabinets.	01	Each		
4.	Providing/ Fixing, Installing 15U size Cabinets.	01	Each		
5.	Providing/ Fixing, Installing 3 meters Patch Cords of Pure Copper Cat-06, 4 Pair Cable.	90	Each		
6.	Providing/ Fixing, Installing 2 meters Patch Cords of Pure Copper Cat-06, 4 Pair Cable.	90	Each		
7.	Providing/ Fixing, Installing Base IO Cat-06 with Face Plate/ Box.	90	Each		
8.	Providing/Fixing, Installing 24 Ports Patch panels.	05	Each		
9.	Standard Passive PoE Splitter's	02	Each		

S.#	Item Description	QTY	UNIT	Rate	Amount in (Rs.)
Activo	e Components.				, ,
10.	Providing Smart-managed Layer 2 switch with 24, 10/100/1000 and 4 SFP 100/1000 ports (HP OR Equivalent) Most preferably Layer 2 Web Managed Device with minimum switching capacity of 52 Gbps and throughout up to 38.6 Mpps. (HP 1820-24G Switch).	03	Each		
11.	Providing Smart-managed Layer 2 switch with 48, 10/100/1000 and 4 SFP 100/1000 ports (HP OR Equivalent) Most preferably Layer 2 Web Managed Device with minimum switching capacity of 104 Gbps and throughout up to 77.3 Mpps. (HP 1820-24G Switch).	01	Each		
12.	Providing N-Series Wifi Router (Linksys OR Equivalent), Most preferably Web Managed Device with Max. link rate of 1300 Mpps. (Linksys EA6400).	01	Each		
13.	Assuming that earth Grounding work with 10 ft. Copper rod & solid copper ground plate is already available.				
		Tot	al Cost of	Section-1 (Rs.)	

Contractor

Section 2: Voice Network System:

S.#	Item Description	QTY	UNIT	Rate	Amount in (Rs.)					
1.	Providing/ fixing & installation of 20-Pair SSA (Self Supported Ariel) filled 0.4/0.5 mm Copper indoor cable with standard warranty.	120.00	P.Meter							
2.	Providing/ fixing & installation of 1 inch PPR Pipe of Master/ Master Rolex or Equivalent.	250.00	P.RFt.							
4.	Providing/ fixing & installation 50 pairs Voice Distribution Box with copper voice strips at building side (Basic Science) and MDF side (ICPC).	01	Each							
6.	Providing/ fixing & installation 3M or Equivalent Base I/O Cat-05.	10	Each							
7.	Providing/ fixing & installation 3M or Equivalent Box with Face Plate.	10	Each							
8.	Providing/ fixing & installation 3M or Equivalent UTP, Cat-05 four pair cable with standard warranty.	1,500.00	P.Rft.							
9.	Providing/ fixing, installation Duct line size 25x16 mm.	1,200.00	P.Rft.							
10.	Providing/ fixing, installation Duct line size 60x60.	20.00	P.Rft.							
11.	Shifting of existing copper cable 20 pairs from ODF Box into new voice distribution box at Basic Science Department.	01	Each							
		Total Cost of Section-2 (Rs.)								

Contractor

BILL OF QUANTITIES

PROVISION OF DATA & VOICE NETWORK SYSTEM FOR MECHANICAL ENGINEERING DEPARTMENT, MUET, JAMSHORO.

ABSTRACT

PART-B, DATA & VOICE NETWORK SYSTEM FOR MECH. ENGG. DEPTT:

S.#		Description	Amount
1.	Section 1:	DATA NETWORK SYSTEM	
2.	Section 2:	VOICE NETWORK SYSTEM	
		TOTAL AMOUNT (PKR)	

Contractor

BILL OF QUANTITIES

PROVISION OF DATA & VOICE NETWORK SYSTEM FOR MECHANICAL ENGINEERING DEPARTMENT, MUET, JAMSHORO.

Section 1: Data Network System:

S.#	Item Description	QTY	UNIT	Rate	Amount in (Rs.)	
Pass	Passive Components.					
1.	Providing/ Fixing, Installing Pure Copper Cat-06 (Running ft) 4 Pair Cable.	3,500.00	P.Rft.			
2.	Providing/ Fixing, Installing Duct- Line (Medium Size 25x40 or Equivalent).	700.00	P.Rft.			
3.	Providing/ Fixing, Installing 15U size Cabinets.	01	Each			
4.	Providing/ Fixing, Installing 3 meters Patch Cords of Pure Copper Cat-06, 4 Pair Cable.	91	Each			
5.	Providing/ Fixing, Installing 2 meters Patch Cords of Pure Copper Cat-06, 4 Pair Cable.	91	Each			
6.	Providing/ Fixing, Installing Base IO Cat-06 with Face Plate/ Box.	91	Each			
7.	Providing/Fixing, Installing 24 Ports Patch panels.	04	Each			
8.	Standard Passive PoE Splitter's	02	Each			

S.#	Item Description	QTY	UNIT	Rate	Amount in (Rs.)	
Acti	Active Components.					
9.	Providing Smart-managed Layer 2 switch with 24, 10/100/1000 and 4 SFP 100/1000 ports (HP OR Equivalent) Most preferably Layer 2 Web Managed Device with minimum switching capacity of 52 Gbps and throughout up to 38.6 Mpps. (HP 1820-24G Switch).	01	Each			
10.	Providing Smart-managed Layer 2 switch with 48, 10/100/1000 and 4 SFP 100/1000 ports (HP OR Equivalent) Most preferably Layer 2 Web Managed Device with minimum switching capacity of 104 Gbps and throughout up to 77.3 Mpps. (HP 1820-24G Switch).	01	Each			
11.	Providing Campus LAN Access Switches (HP Or Equivalent) (48) RJ-44 autosensing 10/100/100 ports and 4 dual-personality ports, Most preferably Layer 2 Managed Device with minimum switching capacity of 96 Gbps and throughout up to 71.4 million pps (2510-48G Switch)	01	Each			
12.	Providing N-Series Wifi Router (Linksys OR Equivalent), Most preferably Web Managed Device with Max. link rate of 1300 Mpps. (Linksys EA6400).	01	Each			
13.	Assuming that earth Grounding work with 10 ft. Copper rod & solid copper ground plate is already available.					
	Total Cost of Section-1 (Rs.)					

Contractor

Section 2: Voice Network System:

S.#	Item Description	QTY	UNIT	Rate	Amount in (Rs.)
1.	Providing/ fixing & installation 3M or Equivalent Base I/O Cat-05.	11	Each		
2.	Providing/ fixing & installation 3M or Equivalent Box with Face Plate.	11	Each		
4.	Providing/ fixing & installation 3M or Equivalent UTP, Cat-05 four pair cable with standard warranty.	1,500.00	P.Rft.		
6.	Providing/ fixing, installation Duct line size 25x16 mm.	1,200.00	P.Rft.		
Total Cost of Section-2 (Rs.)					

Contractor