

**SHAHEED MOHTARMA  
BENAZIR BHUTTO  
MEDICAL UNIVERSITY  
L A R K A N O**

**TENDER DOCUMENTS**



**M&R Work Construction of Compound Wall from New Staff Colony  
Side at the Proposed Compound of Girls Hostel @ CMC, Larkano.**

Issued to M/s. \_\_\_\_\_

Pay Order No:

Dated:

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**OFFICE OF THE EXECUTIVE ENGINEER, SMBBMU LARKANO**

Phone # 074-9410911, Fax: 074-475234

**SHAHEED MOHTRAMA BHUTTO MEDICAL UNIVERSITY,**  
**LARKANO**

Form B-1  
Project Wing

*Percentage rate tender and contract for works*

**GENERAL RULES & DIRECTIONS FOR GUIDANCE OF CONTRACTORS:**

1. All work proposed to be executed by contractor shall be notified in a form of invitation to tender from pre-qualified firms/ contractors(s).

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power-of-attorney authorizing him to do so.
3. Receipts for payments made on account of any work when executed by a firm, shall also be signed by all the partners, or in the event of the absence of any partner or all partners by a person holding power of attorney to do so.
4. Any person who submits a tender shall fill up the usual printed form, stating at what percentage above or below the rates specified in schedule "B" (memorandum showing items of work to be carried out), he is willing to undertake the work. Only one rate of such percentage, on all the schedule rates shall be farmed, Tenders, which propose any alternation in the work 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 contactors wish to tender for two or more works they shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written on the envelope.
5. The Project Director or his duly authorized Assistant shall open tenders in the presence of Contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amount of the several tenders in a comparative statement in suitable form.

In the event of tender being accepted, the contractors shall for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule-1 in the event of a being rejected, the Project Director shall arrange refund of the amount of the earnest money deposited by the Contractor making the tender, on his giving a in the event of a tender being accepted the Contractors shall for the purpose of receipt for the return of the money.

6. The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to his tender or the contract shall be valid and binding on the SMBB Medical University Larkana unless it is signed by the Registrar / Project Director.
8. The memorandum of work to be tendered for and the schedule of materials if any to be supplied by the SMBB Medical University, Larkana and their rates shall be filled in and completed by the office of the Project Director before the tender form is issued to an intending tender has not been so filled in and completed, he request the said to have this done before he completes and delivers his tender.
9. All work shall be measured not by stander measure and according to the rules and customs of the Public Works/ Department SMBBMU, Larkana without reference to any local custom.
10. Under no circumstances shall Contractor be entitled to claim enhanced rates for any items in this contract.  
Provided that any variation in the cost of Government Controlled or monopolized items will be adjusted to the extent of actual variation in the cost of such items in accordance with the condition of the contract.

## TENDER FOR WORK

*In figures as well as in  
Words*

I / we hereby tender for the execution, for Shaheed Mohtarma Benazir Bhutto Medical University, Larkana

(hereinbefore and herein after referred to as "SMBBMU") of the work specified in the underwritten memorandum within the time specified in the under Schedule-B(memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in para I Clause-I hereof and in Clause-12 of the annexed conditions of contract and agree that when materials for the work are provided by the SMBB Medical University, Larkana such material and the rates to be paid for them shall be as provided in Schedule-A.

### MEMORANDUM

- |  |   |
|--|---|
| a) If several sub work<br>Are included they<br>Should be detailed in<br>A separate list.   | a) General Descriptions.  |
| b) Estimated Cost  | b) Estimated Cost <b>1.997 Million</b>  |
| c) The amount of<br>Earnest money to be<br>Deposited shall be in<br>Accordance with the<br>Provisions of paras<br>P.W.D. Manual.   | c) 2% of the bid price  |
| d) The deposit at all be<br>In accordance with<br>Paras 515 and 521 of the P.W.D. Manual.  | d) Security Deposit 5%<br>(including earnest money)                                 |
| e) This percentage<br>Where on security<br>Deposit is taken will<br>Vary from 5 percent to<br>10 percent's according<br>To the requirements of<br>The case where security deposit<br>Is taken see note to<br>Clause-I of conditions<br>Contract. | e) Percentage, if any, to be deducted<br>from Bills.<br>(Rupees Percent) <b>Rs.</b> |
| f) Give schedule where<br>Necessary showing<br>Dates by which the<br>Various items are to<br>Be complete   | <b>06 Months.</b>   |

Should this tender be accepted I/ We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto as far as applicable the sums of money mentioned in the said conditions.

*Signature of Contractor  
Before submission of  
Tender.*

(Witnesses)  
Address)  
(Occupation)

*Signature of the witness  
of Contractor's signature.*

*Signature of the Officer*

the above tender is hereby accepted by me on behalf of Shaheed Mohtarma Benazir Bhutto Medical University, Larkana (SMBBMU).

**Executive Engineer  
(Or his duly authorized Assistant)**

Dated: The ..... 20  
.....Day of .....

## CONDITIONS OF CONTRACTS

### *Security deposit:*

Clause-I: the person/ persons whose tender may be accepted (hereinafter called the Contractor shall (a) (within one day for a Contract of Rs. 1,000 or less, or two days for a contract of more than Rs. 1,000 upto Rs 2,000 and so on up to a I am it of ten days, for a contract of Rs. 10,000 or more of the receipt by him of the notification of the acceptance of his tender) deposit with the project Director in cash or Shaheed Mohtarma Benazir Bhutto Medical University, Larkana (SMBBMU) securities endorses to the Project Director (if deposited for more than 12 Months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender) or (b) (permit Shaheed Mohtarma Benazir Bhutto Medical University, Larkana (SMBBMU) at the time of making any payment to him for work done under the contract to deduct such sum as well (which the earnest deposited by him) amount to 05 % Percent of all money so payable, such deductions to be held by Shaheed Mohtarma Benazir Bhutto Medical University, Larkana(SMBBMU) by way of security deposit) Provided always that in the event of the contractor depositing a Lump sum by way on security deposit as contemplated at (A) above then and in such case if the sum of deposited shall not amount to Percent of the total estimated cost of the work it shall be lawful for Shaheed Mohtarma Benazir Bhutto Medical University, Larkana (SMBBMU) as the time of making any payment to the contractor for work done under the contract to make up the full amount of percent. By deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to Shaheed Mohtarma Benazir Bhutto Medical University, Larkana (SMBBMU) under the terms of his contract may be deducted from, or paid by the scale of a sufficient part of his security may be due or may become due by Shaheed Mohtarma Benazir Bhutto Medical University, Larkana(SMBBMU) to the Contractor on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction of scale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or Shaheed Mohtarma Benazir Bhutto Medical University, Larkana (SMBBMU) securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The depositor, be inverted into interest-bearing securities provided that the depositor has expressly desired his in writing.

If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amount 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. The Project Director shall however, exercise his discretion to refund security deposit to the contractor either after three months form the date of completion of work or later along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

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

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

Note:- the quantity of the work to be done Within a particular time to be specified above Fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contractor after taking into consideration the circumstances of each case.

The following proportions will usually be found suitable  
In ¼ ½ ¾ of the time.

Reasonable progress of earth work ..... 1/6 1/2  
¾ of the Do ... do ..of masonry work ..... 1/10 8/10  
do in the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount of one percent, or such smaller amount as the Project Director (whose decision in writing shall be final may decide of the said estimated cost of the whole work for every day that the due quantity of work remain incomplete, provided always that total amount of compensation to be paid under

***Action when whole Security deposit is forfeited.***

Clause-3:- In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installments) or in the case of abandonment of the work owing to the serious illness or death of contractor or any other cause, the Project Director on behalf of the (SMBBMU) shall have power to adopt any of the following courses, as he may deem best suited to the interests of ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana.***

To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Project Director shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana.***

To employ labour paid by the ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana.***

- a) And to supply Materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to correctness or which cost and price the certificate of the Incharge Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as of it had been carried out by the contractor under the terms of his contract, and in the case the certificate of the Incharge Engineer as to the value of the work done shall be final conclusive against the contractor.
- b) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of the hands, and to give it to another contractor to complete it in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole or the amount of which excess expenses the k had been Executed by him (as to the amount of which excess expenses the certificate in writing of the Incharge Engineer shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money to him by ***Shaheed Mohtarma Benazir Bhutto Medical University, Larkana (SMBBMU).***
- c) Under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.



In the event of any of the of the above courses being adopted by the Incharge Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any materials or entered into any engagements, or made any advances on account of

or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover to be paid any sum for any work therefore actually contract unless and until y performed by him under this contract unless and until the Incharge Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

***Action when the progress  
Of any particular portion  
Of the work is  
Unsatisfactory***

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

***Contractor Remains  
able to pay  
compensation if action  
not taken under  
Clause-3 and 4***

Clause-5:- in any case in which any of the powers conferred upon the Incharge Engineer by Clause-S and 4 thereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waive or any of the conditions hereof shall not constitute a waive or any of the conditions hereof and such powers shall notwithstanding by the contractor.

***Power to take possession  
of or require removal of or  
sell contractors plant.***

.....  
***This will be the same percentage as that in the tender at (e)***  
The amount of this percentage (not exceeding 10 percent) will be fixed in every case to suit requirements, e.g. if it is fixed as 8 percent of the estimated cost of the work then 3 percent should be deducted from every payment, if the percentage is fixed 10 percent and the security deposit only amount to 6 percent should be deducted and so on for which under any clause or clauses hereof in declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Incharge Engineer taking action under sub clause (a) or (c) of Clause 3, he may if he so desires, take possession of all or any tools plants, 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 rate, to certified by the Incharge Engineer in consultation with the consultants whose certificate thereof shall be final. In the alternative the

Incharge Engineer may, after giving notice in writing to the contractor or his clerk of the work foreman or other authorized agent require him to remove such tools, plant materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Incharge Engineer may remove them at the contractor's expenses or sell them by action or private sale on account of the contractor and at his risk and costs in all respects, the certificate of the Incharge Engineer in consultation with the consultants as to the expenses of any such removal and the amount of the proceeds of any expenses of the such be final and conclusive against the contractor.

***Extension of time:***

Clause 6:- if the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Project Director within 30 days from the date on which the ground for asking for extension arose and in any case before date of completion of the work, and are Project Director may, if an opinion there are reasonable grounds for granting an extension grant such extension as he deems necessary or proper. The decision of the Project Director 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 *Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana.*

Or its authorized officers, the Project Director 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 deem 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 order 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 and all clauses of the contract shall continue to be operative during the extended period.

Clauses-7:- on completion of the work the contractor shall to furnished on the recommendation of the consultants with a certificate by the Incharge Engineer/Sub ordinate Incharge (hereinafter called the Engineer Incharge) of such completion, but on 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 cleaned of the dirt from all woodwork doors, windows wells, floors, or other parts of any building in or upon which thee work has been executed, or of which he may have had possession for the purpose of executing the work nor until I the work shall have been checked by the Engineer Incharge or the measurements have been taken by The contractor has received the approval of the consultants. The said measurements being biding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning on date fixed for the completion of the work Engineer in charge, may at the expense of the contractor remove such scaffolding, surplus material and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred, but shall no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

***Payment of intermediate Certificate to be regarded As advances.***

Clause-8 No payment shall be made for any work, estimated to cost less than rupees five hundred till after the whole of the work shall have been completed and certificate of completion given but in the case of works estimated to cost more than rupees five hundred, the contractor, shall on submitting bill therefore, as provided in clause-10 be entitled to receive payment proportionate to the part of the work then approved by the consultants and passed by the Engineer in charge whose certificate of 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 payments for work actually done and completed, and shall not preclude the Engineer in charge and the consultants from requiring any bad unsound, imperfect or un skill full work to removed or taken away and re-constructed or re-erected not shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect is any other way the power of the Engineer in charge as to the final settlement and adjustment of the accounts or otherwise, or in any way very or affect the contract the final bill shall be submitted by the contractor within one month of the date

fixed for the completion of the work otherwise Engineer in charge's total amount payable for the work shall be final and binding on all parties.

***Payment at reduced rates on account of item of work not accepted as completed to be at the discretion of the Engineer In-Charge***

Clause-9 the rates for several items of works estimated to cost more than Rs. 1,000 agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications in cases where the items of work are not

accepted as completed the Engineer in charge may make payment on account of such items at such reduced rates as he

may consider reasonable in consultation with the consultants in the preparation of final or on account bills.

***Bills to Submitted Monthly***

Clause 10:- A bill shall be submitted by the contractor as frequently as the progress of the work may justify for all the work executed and not including in any previous bill and the consultants shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim as far as admissible, adjust, if possible before the expiry of ten days from the presentation of the bill and the measurements under this clause shall be made in the presence of the contractor or his authorized agent, whose countersignature to the measurement list will be sufficient warrant and the consultants may prepare a bill from such list which shall be bidding on the contractor in all respects.

***Bills to be on printed forms***

Clause 11:- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer in Charge the charges to be made in the bills shall always be entered at the rates specified in the tender on 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.

***Store Supplied by SMBBMU***

***Not Applicable*** Clause 12:- if the specification or estimate the work provides for the use of any special description of materials to be supplied from the store of the ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana***, if it is required that the contractor shall use certain stores to provide by the Engineer in changer (shall material and stores and the prices to charged therefore as hereinafter mentioned being so far as practicable for the convenience of

the contractor but not so “as practicable for control the meaning of effect of his contract specified in the schedule of memorandum hereto annexed) the contractor shall be supplied with such material and stores as may be 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 of supplied shall be set off or deducted from any sums due, or thereafter to become due to the

contractor under the contract, or otherwise, or if security deposit is held in ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana***. Securities the same or a sufficient portion thereof shall in the case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana***. And shall

on no account the be removed from the site of work, and shall all times be open to inspection by the Engineer in charge. Any such materials unused and in perfectly good condition at the time of completion on determination of the contract shall be returned to the ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana***. Store, if the Engineer in charge so required by a notice to return any such materials except with the consent of the Engineer in Charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him, or any, wastage in or damage to any such material.

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

Clause 13:- the contractor shall execute the whole and every part of the work in the most substantial and workman like Manner and both as regards materials and all other matters in Strict accordance with the specifications lodged in the office Of the Project Director and initiated by the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Engineer in charge and lodged in his office and to which the contractor shall be entitled to have access 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 copied of the specifications, and of all such designs, drawings and instructions as aforesaid.

***Alternation in specification And designs invalidate not Be contractor***

Clause 14:- The Engineer in charge 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 Engineer in charge and such additional work which to the

contractor may be directed to do in the manner above specified subject to the limit laid down in clause 38 below as part of the work shall be carried out by the contractor on same conditions in all respects on which he agree to do the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Engineer in charge as to such proportion the additional work for which

no rate is specified in its contract, then such class of work shall be paid for a percent below/above the rate shown for such work in the schedule of rates and if such last mentioned class of work is not entered in the schedule of rates and if such last then the contractor shall order to carry out the work inform the Engineer in charge of the rate which it is his intension to charge for close of work, and if the Engineer in charge is satisfied that the rate quoted is within the rate

worked out by him that rate, but if the Engineer in charge does not agree to this rate he shall by notice, in writing carry out such be at liberty to cancel his order to carry out such class consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regards there to before the rates shall have been determined as lastly hereinbefore mentioned then in such case he shall only be expenditure incurred by him prior to the date of the

Determination of the rate as aforesaid according to such rate of rates as shall be fixed by the Engineer in charge. In the event of a dispute, the decision of the Project Director will be final.

***No Claim to any payment  
Or Compensation for  
alternation in or  
restriction of work***

Clause 15:- if at any time after the execution of the contract documents the Engineer in charge shall for any reason whatsoever not required the whole or any part of the work specified in the tender to be carried out to all or carried out any the contractor, he shall give notice in writing of the fact to the contractor who shall there upon have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might be derived from the execution of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations, having been made in the original specifications, drawings designs and instructions which may involve any

***NIT of Unforeseen***

Curtailement of the work as originally contemplated. Where Materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work; the contractor shall be paid for in excess of requirements and are approved quality.

***And Compensation  
in case of bad***

Clause 16:- under no circumstances whatever shall the Contractor be entitled to any compensation from ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkano*** any account unless the contractor shall have submitted a claim in writing to the Engineer in charge within one month of the cause of such claim occurring.

***Be open to on***

Clause 17:- if at any time before the security deposit is refunded to the contractor it shall appear to the Engineer in charge or his subordinate in charge or the consultants of the work, that any work has been executed with unsound imperfect of unskilled workmanship or with material of inferior quality, or that any material or unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, shall be lawful for Engineer in charge to intimate this fact in writing to material or articles complained of may have been in-adherently passed, certified and paid for the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so and provide other proper and suitable materials or articles so and provide other proper and suitable materials or articles at his own proper period to be specified by the Engineer in charge in the writing intimation aforesaid, the contractor shall

Pay compensation at the rate of one percent.

of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer in charge rectify or remove, and re-execute the work or remove and replace the materials or articles complained the contractor, should the Engineer in charge consider that any such interior work or materials as described above may be accepted or made use of it shall be within his description to accept the same at such reduced rates as he may fix therefore.

Clause 18:- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer in charge or his subordinates and the consultants and the Contractor shall at all times during the usual working hours, and at all other times at charge or his subordinate, or the consultants to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the 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.

Clause 19:- The contractor shall give not less than five days

Notice in writing to the Engineer in charge or his subordinate ~~Incharge or the works, and the consultants before covering up or otherwise placing beyond the reach or measurement any work in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer in~~

charge or his subordinate in charge or his subordinate in charge of the work and the consultants and if any work shall be covered up or place beyond the reach of measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in a default there of no payment or for the materials with which the same was executed.

***Contractor to be reliable  
For damage done, and for  
imperfection for three months  
after certificates.***

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

***Contractor Supply plants,  
Ladders, scaffoldings, etc.***

Clause 21:- The contractor shall supply at his own cost all material (except such special material if any, as May, in accordance, with the contract, be supplied from the ***Shaheed Mohtarma Benazir Bhutto Medical University, (SMBBMU) Larkana.*** plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted from and whether included in the specification, or other documents, forming part of the contract of referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer in charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to any 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 Engineer in charge at the expenses of the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or a sufficient portion thereof, the contractor shall provide all necessary fencing and lights

required to protect the public from accident, and also be bound to bear the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such, suit action proceedings to any such for compromising any claim by my such person.

***Measures for prevention of fire***

Clause 22:- The contractor shall not set fire to any standing Jungle, trees, bush-wood or grass without a written permit from the Incharge Engineer. When such permit is given, and also in all cases when destroying cut or dug up trees, bush-wood grass etc. by fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

***Liability of contractor for Any damage done in or Outside work area***

Clause 23; Compensating for all damage done intentionally or on unintentionally by contractor's labour whether in or beyond the limits of ***Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana*** property including any damage, caused by the spreading of fire mentioned in Clause-22 shall be estimated by the engineer in charge or such other officers as he may appoint and the estimates of the engineer in charge subject to the decision of the project director on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages in the manner prescribed in Clause-1 or deducted by the engineer in charge from any sums that may be due or become due from ***Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU),Larkana*** to the contractor under this contract or otherwise. The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precaution to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

***Employment or  
female***

Clause 24; the employment of female laborers on work in the neighborhood students hostels should be avoided as far as possible

***Work on Sunday***

Clause 25; No work shall be done on a Sunday without the sanction in writing of the Engineer in charge.

***Work not to be sublet***

Clause ; 26 The contract shall not be assigned or sublet without the written approval of the Engineer in charge. And if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any proceedings to be adjudicated on insolvent or make any composition with his creditors, or attempt so to do, the Engineer in charge may be notice in writing rescind the contract. The shall keep full, and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Engineer in charge by notice in writing, produce them for inspection by him or by any officer appointed by him in chat behalf. Also if any bribe, gratuity, gift, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given. Promised or offered by the contractor or any Or his servants or agents to any public officer or person in the employ of **Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana** 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 accounts or fails to produce them as afforested the Engineer in charge may be notice in writing rescind the contract. In the event of a contract being rescind the security deposit or the disposal of **Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana** and the same consequence shall ensure as if the contract had been rescind under Clause-3 hereof and in addition the contractor shall not be entitled to recover be paid for any work therefore actually performed under the contract.

***Contract may be rescinded  
and security deposit  
forfeited for subletting it  
without approval or for  
bribing a public officer or if  
contractor become  
insolvent.***

***Sum payable by way of  
Compensation to be***

Clause-27 ; All sums payable by a contractor by way of compensation under any of these conditions shall be

***Considered as reasonable***

***Compensation without***

***Reference to actual loss***

considered as reasonable compensation to be applied to the use of *Shaheed Benazir Bhutto Medical University, (SMBBMU)Larkana* without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

***Charge in constitution of Firm to be notified.***

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

***Work to be under Direction of Project***

Clause-29; All works to be executed under contract shall be executed under the direction and subject to the approval in all respects to the project director 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 out.

***Decision of Project Director to be Final.***

Clause-30; Except where otherwise specified in the contract and subject to the powers delegated to him by *Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana* under the code rules then in force, the decisions of the project director. For the time being/shall be final, conclusive and binding on all parties to the contract upon all question relating to the meaning of the specification, drawing, design and instruction 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 whatever in any way arising out of, or relating to the contract, design, drawing, specification estimates, instructions, orders or these conditions or otherwise concerning the work, or the execution, or failure to execute the same, whether/arising during the progress of the work, or after the completion or abandonment thereof.

***Stores of European or American manufacture to be obtained from Shaheed Mohtarma Benazir Bhutto Medical University, Larkana***

Clause-31; The contractor shall obtain from the SMBBMU Larkana stores, all stores and articles of European or American manufacture which may be required for the work or any part thereof of in making

## SCHEDULE (A)

Schedule showing (approximately) the materials to Supplied from the SMBBMU stores for work contracted to executed and the rates of which they are to be changed for:

Particulars	Rate at Which the materials will be charged to the Contractor	Place of Delivery
	Unit      Rs.      Rs.	

# Not Applicable

Note: the person or firm submitting the tender should see that the rates in the above schedule are filled Lip by the Engineer in charge on the issue at the from prior to the submission of tender.

**CONTRACTOR**

**EXECUTIVE ENGINEER  
SMBBMU LARKANO**

## **SCHEDULE “B”**

Memorandum showing Items of work to be carried out

Item No	Quantities but may be more less	Item of work	Tendered Rates		Unit	Total amount according to estimated quantities
			In figure	In figure		

Note: All work shall be carried out as per Public works Department Handbook and other specifications of the Division as directed.

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

Note: Rates quoted include clearance of site (prior to commencement of work and at this close) in all respects and held good for work under all conditions sites moisture weather etc.

(Signature of Contractor)

(Signature of Executive Engineer )

**SHAHEED MOHTARMA BENAZIR BHUTTO**  
**MEDICAL UNIVERSITY, LARKANO**

**SUMMARY SHEET**

**Bill of Quantities (BOQs)**

**Name of Work:** M&R Work Construction of Compound Wall from New Staff Colony Side at the Proposed Compound of Girls Hostel @ CMC, Larkano.

S.#	Description	Amount
(A)		
1	Civil Work Schedule Items	Rs:
2	<b>Difference of Metrical</b>	<b>Rs: 196,396</b>
<b>Total Amount Rs:</b>		

**Total Amount 1+2**

**Rupees in Words:**

<b>Bill Of Quantites</b>					
<b><u>M&amp;R Work Construction of Compound Wall From New Staff Colony Side at The Proposed Compound of Girls Hostel @ CMC, Larkana .</u></b>					
<b>Estimate on the basis of Sindh Government Composite Schedule of Rates 2012</b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>Part-I (Civil Works) Schedule Items</b>					
1	Excavation in foundation of building bridges and other structure including dagbelling, dressing, refilling around structure with excavated earth watering and ramming lead upto 5ft (18b-P,4)	2000.0	% OCft	3,176.25	6,353
2	Stone soling: Dry rammed brick or stone ballast 1-1/2" to 2" Guage (2-P,14)	531.25	% Cft	3,327.50	17,677
3	Cement concrete brick or stone ballast 1-1/2" to 2" guage 1:4:8 (4b-P,15)	531.25	% Cft	9,416.28	50,024
4	Fabrication of mild steel reinforcement for concrete including cutting bending laying in position ,making joints and fastenings including cost of binding wire (also including removal of rust from bars.) (8,p16)	47.32	P.Cwt	5,001.70	236,699
5	R.C.C work in roof slab, beams, columns rafts,lintels and other structure members laid in site or presast ;laid in position complete in all respects .(1) Ratio (1:2:4) 90 lbs cement 2 cft sand 4cft shingle 1/8" to 1/4" gauge.(6ai-P,16)	1190.00	P.Cft	337.00	401,030
6	Pacca brick work in foundation and plinth in (4ie,P20)	1315.00	% Cft	11,948.36	157,121
7	Pacca brick work in ground floor in (S.3ie-P,20)	2676.00	% Cft	12,674.36	339,166
8	Cement Plaster 1:6 upto 12' height (b) 1/2" thick.(S.I No.13b,Page-51)	4750.0	% Sft	2,206.60	104,814
9	Cement Plaster 1:4 upto 12' height (a) 3/8" thick.(S.I No.11-a,Page-51)	4750.0	% Sft	2,197.52	104,382
10	Preparing the surface and painting with weather coat i/c rubbing the surface with brick/sand paper filling the voids with chalk/plaster of paris and then painting weather coat of approved make in 02 Coats (38-p61)				-
	1st coat	4750.00	% Sft	1,328.25	63,092
	2nd & subsequent coat	4750.00	% Sft	619.85	29,443
<b>Total Amount Part-I</b>					<b>1,509,800</b>
----- % Above / Below					
<b>Total Cost Civil Work Schedule Items</b>					

<b>Bill Of Quantites</b>							
<b><u>M&amp;R Work Construction of Compound Wall From New Staff Colony Side at The Proposed Compound of Girls Hostel @ CMC, Larkana .</u></b>							
<b>Item</b>	<b>Description</b>	<b>Measurement</b>		<b>Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
	<b>Part-II Civil Work Non Schedule Items</b>						
1	Providing & Fixing Concertina barbed razor wire fencing to the compound wall complete in all respect (The roll having standard weight of 7kg / 200 gms and Making & fixing in position Y- shaped posts for barbed wire fencing with 2" x 2" 1 ½" thick angle iron having 1 ½"ft length of each section and making cuts/holders for fixing of G.I barbed wire the rate includes the cost of all carriage welding embedded in bricks masonry or RCC columns & filling with cement sand mortar & painting with red oxide painting etc complete in all respect. (N.S.I)						
	Spacing Col to Col Angle Iron	1	500	500.00	Rft		
				<b>500.00</b>	<b>Rft</b>		-
	<b>Sub-Total Part- II</b>						-