



Sukkur IBA University

Merit – Quality - Excellence

Bids Submission Through EPADS (E-Pak Acquisition & Disposal System) Only
Manual bids will not be considered



**Tender documents for Repair and Maintenance of
Classes at IBA DMS Shikarpur TENDER
PROC/EPADS/04/24-25**

Sukkur IBA University

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Sukkur IBA University

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CORRIGENDUM

This refer to tender Proc/EPADS/04/24-25 with PID (H)121/2024 for following Works:

S. No.	Name of Works	Estimated Cost Rs. in Million	Tender Fee	Time for completion
01	Repair and Maintenance of Classes at IBA DMS Shikarpur	1.01	2000	3 Months
02	Extension of Mess Hall for the Students of SESP at IBACC Dadu	17.10	4000	12 Months
03	Rehabilitation & Extension of Haji Shah Nawaz Block at IBA Islamia Public H/S School Ghotki	15.0	4000	12 Months

Bid Security 2% offered rate of each work.

published in The News combined, Express Khi/Suk & Koshish on 9th October 2024.

The last date of bid submission through EPADS is extended till **4th November 2024 up to 13:30 pm**. Bid will be opened same day at 14:30 pm.

All other terms and Condition will remain same.

SUKKUR IBA UNIVERSITY

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1. Background

At Sukkur IBA University different civil works (detailed in BOQ) are required to be done, so a tender is called for execution of said work

2. General Terms and Conditions

The following General Terms and Conditions apply,

- 2.1.** The last date of submission of Bids through EPADS (E-Pak Acquisition & Disposal System) is **04th November 2024 at 3:00 Pm**
- 2.2.** Detail of manufacturing facilities.
- 2.3.** Structure /Organizational Chart.
- 2.4.** An affidavit to the effect that the firm has not been blacked listed by any Government /semi government organization.
- 2.5.** Sukkur IBA or its representative shall have the right to inspect the material at site, check its quality reports and confirm their conformity to the contract specification.
- 2.6.** The Bidder shall provide following information with respect to its Company Profile.
 - 2.6.1.** Registered Name of the Organization.
 - 2.6.2.** National Tax Number, Sindh Sales Tax Number.
 - 2.6.3.** Head Office address.
 - 2.6.4.** Management structure & organization Chart.
 - 2.6.5.** Name, Address with Telephone/ Telex and Fax numbers of the contract person.
- 2.7.** Financial status of the Bidders Organization with supporting documents and last two years' annual reports.
- 2.8.** Provide a certificate from your bank certifying your sound financial position and credit limits from the bank.
- 2.9.** List of clients and their acceptance of deliverables, showing separately the items provided and value thereof.
- 2.10.** Company incorporation Certificate and Company Profile.
- 2.11.** The Bidder shall furnish a comprehensive list of reference sites where the likewise tender work has completed already.
- 2.12.** Sukkur IBA, reserves the right to reject any or all Bids/ Offers without assigning any reason or cancel the process at any time.
- 2.13.** Sukkur IBA reserves the right to increase/ decrease the quantity of items / scope of the work. Bidder has no right to challenge the decision.

3. Proposal Submission Requirements



- 3.1. For this tender SPPRA's **Single stag-two envelope Procedure** as per clause 36 (b) for open competitive bidding is adopted. The bid prepared by the Bidder **through** EPADS (E-Pak Acquisition & Disposal System) shall comprise the following components:
 - 3.1.1 The "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL"; **through** EPADS (E-Pak Acquisition & Disposal System)
 - 3.1.2 Initially, only the "TECHNICAL PROPOSAL" shall be opened; **through** EPADS (E-Pak Acquisition & Disposal System)
 - 3.1.3 Then "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened **through** EPADS (E-Pak Acquisition & Disposal System);
 - 3.1.4 The procuring agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
 - 3.1.5 During the technical evaluation no amendments in the technical proposal shall be permitted;
 - 3.1.6 The financial proposals of bids shall be opened publicly at a time, date and venue announced after technical assessment and evaluation **through** EPADS (E-Pak Acquisition & Disposal System)
 - 3.1.7 After the evaluation and approval of the technical proposal the procuring agency, publicly open the financial proposals of the technically accepted bids only **through** EPADS (E-Pak Acquisition & Disposal System). The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

3.2. Technical Proposal

- 3.2.1. Technical proposal must include the complete solution proposed by the Bidder
- 3.2.2. If the specification sheets ask for any detail, those should be provided as attachment to the Technical Proposal.
- 3.2.3 Technical proposal comprises of manufacturing process, from cutting to molding, assembling and finishing detailing all the equipment to be used for the manufacture of items.
- 3.2.4 Description of material.
- 3.2.5. Completion schedule on Bar chart, Primavera or other software.
- 3.2.6 Technical proposal shall provide the details of company, complete factory details etc.
- 3.2.7. Minimum marks to qualify/Pass technical proposal is 70.
- 3.2.8. Financial Proposal of only those Bidders will be considered whose Technical Proposal qualify.



3.2.9. Bidders must possess the valid PEC license in such category in which the total bid cost falls, if not than his financial proposal will be rejected.

SUKKUR IBA UNIVERSITY				
Technical Evaluation Criteria				
Contractor's Name:				
S. No	Description	Max: Marks	Marks Obtained	Remarks
1	Name & Address of Firm / Company (along with organizational Structure)	10		
2	Status/ Standing of Firm (PEC- Cat)	15		
3	List of Technical Staff (their qualification and experience)	10		
4	List of Machinery and Equipment	10		
5	List of Works for Similar Nature (completed during last 5 years) (a) Add at least one similar nature of work having the minimum cost of 80% of the estimated cost of the work or, (b) at least two similar natures of work each having the minimum cost of 50% of the estimated cost of the work or,	10		
6	List of Works for Similar Nature (works in Hand)	10		
7	Bank Statement of Last three years (showing credit worthiness of the Firm/ Co)	5		
8	Completion/Satisfactory Reports/ certificates from Organizations/ departments (works done/completed earlier)	5		
9	Registration certificates (FBR / SRB)	15		
10	Income Tax Return of last 3 years Average annual Financial Turn-over not less than equivalent cost of the scheme/project during the last five years	10		
Total Marks		100		

3.3. Financial Proposal



3.3.1. Financial proposal will include the prices quoted for each item (including all taxes).

3.3.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost along with installation and assembling.

3.3.3. As items are for educational institution, Sukkur IBA University thereof expects significant educational and volume discounts from principal supplier.

Financial proposal of the bidders found technically non-responsive will be returned unopened.

3.3. 4. The Bidder shall furnish s earnest money equivalent to 2% of the total value of bid in the form of Bank Draft issued by a scheduled bank of Pakistan in favor of “**Sukkur IBA University**” along with financial proposal. No **Bid shall be entertained without earnest money**. Earnest money of the successful bidder will be released after defect liability & maintenance period.

4. Terms of Payment

Payment of contract price shall be made in the following manner:

4.1 Running payments will be made to contractor after satisfaction of quality, quantity as per the terms conditions and specification of the contact, then final payment.



1. FORM OF TENDER**Engr. Ubedullah Soomro****Project Director**Sukkur IBA University,
Nisar Ahmed Siddiqui Road,
Sukkur

Dear Sir,

- 1.1** Having inspected the SITE and checked all local conditions affecting the WORK, and having also examined all Tender Documents including the Drawings, Instructions for Tenderers, Conditions of CONTRACT, Special Conditions of CONTRACT, Specifications, Bill of Quantities, for the above named WORK, we the undersigned offer to execute and maintain the whole of the said WORK, in conformity with the said Tender Documents, for the price as mentioned below:

No	Description	Amount (Rs.)
1	Repair and Maintenance of Classes at IBA DMS Shikarpur	
	Total	

TOTAL (in figures) Rs. _____(in words) **Rupees** _____ **Only)**

As agreed upon under the CONTRACT or such other sums as may be ascertained in accordance with the said CONDITIONS of CONTRACT.

- 1.2** We accept the above-mentioned Tender Documents as valid and binding including parts not countersigned in full by us. This also includes all Appendices to the Form of Tender attached here to.
- 1.3** We confirm that we have satisfied ourselves about the SITE, climatic, traffic and all other conditions in Pakistan in general and the SITE of the PROJECT, and related works in particular, which influence, or may influence the work, and that we do not require any further clarification and additional information there to, and that we cannot raise any claim for not knowing them.
- 1.4** We undertake to carry out such alterations, additions or curtailments of the WORK as may from time to time be determined and ordered in writing, in accordance with the CONTRACT, and at the rates in the Bill of Quantities.
- 1.5** The rates and prices which we have entered in the Bill of Quantities and Schedule, and all information and data attached with our Tender are complete and without any hidden or technical and/or financial reservations or implications. They have been duly checked, and are correct in every aspect
- 1.6** The rates and prices which we have entered in the Bill of Quantities and Schedule, are firm and shall remain fixed for the entire duration of the CONTRACT, and are inclusive of custom duties, sales tax, local and federal taxes, Extra surcharge, insurance, port and octroi charges, royalties, except change in direct taxes.
- 1.7** We attached herewith a **Bid Bond** for **2%** of the contract in shape of Demand draft/ Pay order by scheduled Bank of Pakistan
We agree that should we withdraw the offer within the aforesaid period, and/or fail to sign the formal Agreement of CONTRACT, and/or fail to submit the Performance Bond; the OWNER shall be at liberty to appropriate at his absolute discretion such aforesaid Bid Bond.
- 1.8** A certificate attesting the signatures of our authorized representatives is enclosed.
- 1.9** We undertake, if our Tender is accepted, to commence the WORK at within **6(Six) Calendar days** of the date of issue by the OWNER of the Letter of Award, and to sign the Agreement for the CONTRACT within **10 (Ten) Calendar days** of the date of issue by the OWNER of the Letter of Award, and to complete the supply, installation and execution of the whole of the said WORK, in conformity with the said Tender Documents, within **6 (Six) calendar months** of the date of issue by the OWNER of the Letter of Award, or such extended time as may be allowed by the OWNER from time to



time under the CONTRACT.

- 1.10** If our Tender is accepted, we shall furnish a **Performance Bond** as per the format as in Appendix II to these CONDITIONS of CONTRACT, from a Scheduled Bank which shall be valid from the date of issue by the OWNER of the Letter of Award, till the expiry of the PERIOD of MAINTENANCE in accordance with the CONDITIONS of CONTRACT.
- 1.11** We agree to pay all costs towards the preparation of the Agreement for the CONTRACT.
- 1.12** We further agree to abide by this Tender for a period of **completion time** from the date of opening of this Tender, and we agree to be bound by this Tender for that period.
- 1.13** Until and unless the Agreement is signed, this Tender and the OWNER's written acceptance thereof shall constitute a binding CONTRACT between us.
- 1.14** We understand that the OWNER is not bound to accept the lowest or any Tender he may receive.
- 1.15** It is agreed that quoted rates include all taxes, i-e Income tax, SST prevailing and imposed by government now.

Dated this ____ day of _____, 2024,

Name (in block letters) _____

Signature

Designation _____

Address _____ Seal of the Tenderer

Duly authorized to sign the Tender on behalf of:

(Name of the Tenderer in Block Letters)

Address _____

Witness

Name (in block letters) _____

Designation _____

Address _____



Instructions to Bidders

2. General Rules and Directions for the Guidance of Contractors

2.1 Definitions and Interpretations:

In the CONTRACT (see the following for definition of the term "CONTRACT") the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

2.1.1 "GOVERNMENT" means the Government of Pakistan

2.1.2 "OWNER" means

Sukkur IBA University.

Nisar Ahmed Siddiqui Road, Sukkur

2.1.3 "CONTRACTOR" means the firm or company, group of companies, who's Tender has been accepted by the OWNER. The term CONTRACTOR, includes sponsor/representative of the company, firm/consortium their successors and his approved authorized representatives.

2.1.4 "WORK" means all supplies and performances, which are to be executed by the CONTRACTOR in accordance with the CONTRACT. Insofar as to be understood from the wording of the text, WORK also means the entirety of all or individual components which are to be completed and maintained until finally accepted within the scope of CONTRACT.

2.1.5 "CONTRACT" means the contractual agreement between the OWNER and CONTRACTOR for the execution of the WORK and includes the following documents:

- .1 The Agreement of CONTRACT;
- .2 The Form of Tender and its Appendices, filled in and signed by the CONTRACTOR;
- .3 The Instructions to Tenderer;
- .4 The Conditions of CONTRACT and Appendices to the Conditions of Contract;
- .5 The Specifications;
- .6 The Bill of Quantities priced by the CONTRACTOR;
- .7 The Tender Drawings;
- .8 The correspondence of the CLIENT and/or before finalization of the Tender;



- .9 The Special Correspondence with the CONTRACTOR, inclusive of the covering letter with the Tender;
- .10 The Final Drawings issued for construction;
- .11 The Shop Drawings prepared by the CONTRACTOR and approved for construction by the CLIENT and/or Client.
- .12 The Addendum/Corrigendum, related correspondence.

2.1.6"CONTRACT PRICE" means the price as in the Tender, inclusive of all additions or deletions foreseen in the CONTRACT, but without Liquidated Damages.

2.1.7"CONSTRUCTION PLANT" means all tools, machinery, equipment appliances or things of whatsoever nature, required for the execution, completion or maintenance of the WORK or Temporary WORKs (as hereinafter defined), but does not include materials or other things intended to form or forming part of the permanent structures.

2.1.8"TEMPORARY WORKS" means all temporary works of every kind, inclusive of the materials therefore, required in or about the execution, completion and maintenance of WORK until final acceptance. It also includes any material becoming part of the completed WORK, and any performances therewith, required and used only due to, or in consequence of, the construction methods, construction stages etc.

2.1.9"DRAWINGS" - The term "Drawings" wherever referred to in CONTRACT shall include in addition to those listed in the CONTRACT such additional scale and full size detail drawings as will be furnished by the CLIENT and/or from time to time as WORK progresses to amplify drawings listed.

2.1.10 "BILL OF QUANTITIES" - The term Bill of Quantities shall mean that part of the CONTRACT documents under Section 5 outlining the quantities of the various items of WORK to be performed under the various sections of the Specifications, and the respective per unit prices for these items of work, quoted for by the Tendered.

2.1.11 "APPROVAL" - The term "Approval" or "approved" shall be interpreted to mean "written approval".

2.1.12 "EQUAL","EQUIVALENT","SATISFACTORY", etc. When the terms "or equal", "approved", "acceptable", "satisfactory", "proper" or other general qualifying terms are used in CONTRACT, it shall be understood that reference is made to ruling and judgment of CLIENT and/or The term



"equivalent" where used in this Specifications, in general sense shall not mean "similar", but on the contrary, "conforming to, of like kind, quality and function". Proprietary items and trade names are used for the purpose of establishing a standard of "kind, quality and function", and "equivalent" items, articles, things or materials will be approved, if held to be "equivalent" by CLIENT.

"SITE" - The **"SITE"** shall mean the **"DMS Shikarpur, Sukkur IBA University,**

Where the WORK is to be executed.

"SITE" also means land on, under, in or through which the WORK are to be executed or carried out, as well as all land or buildings provided by the OWNER for the purpose of the CONTRACT, and furthermore, all terrain as may be expressly designated in the CONTRACT as forming part of the SITE.

2.1.13 **"Rupees"** means Pakistani Currency Rupees. It is the currency basis of the CONTRACT.

2.1.14 **"MONTH"** means thirty (30) calendar days.

2.1.15 **"DAY"** means calendar day.

2.1.16 Words used only in the singular, also include the plural, and vice versa where required by context.

2.2 General:

Only Contractors pre-qualified for the work are allowed to submit a Tender.

2.3 Confidentiality:

The Tenderer, whether or not he submits a Tender shall treat the details of the Documents as strictly confidential.

2.4 Tender in Accordance with Documents:

The Tender shall be made in accordance with the Tender Documents and the requirements stipulated therein. Any proposed alternate or alternatives for the execution of work will be considered only if it meets the minimum stated requirements for, and is at least equivalent to, its counterpart shown on Drawings and/or Specifications. All costs for the preparation and submitting of the proposed alternates and/or alternatives will be borne by the Tenderer and the Tenderer will not be reimbursed for anything connected with alternate and its submittal.



2.5 List of Tender Documents:

Each Tenderer shall receive **1 (one)** complete set of the Tender Documents, as in Clause 2.1.13 herein.

2.6 Accuracy of Tender Documents:

The Tenderers should carefully examine the Conditions of CONTRACT, the Specifications, the individual Bill of Quantities and the Drawings and all relevant parts of the Tender Documents. The OWNER does not guarantee the accuracy of the Tender Documents or any part of them or any statement made or information given therein, or of the estimated quantities given in the Bill of Quantities, or of any other information supplied by or on behalf of the OWNER in respect of the Work.

2.7 Inspection of SITE:

The Tenderer should visit and inspect the SITE on his own responsibility and at his own expenses, to obtain all the information, which may be necessary for the purpose of anticipating all conditions that may prevail during the course of construction. The Tenderer must satisfy himself as to the nature and extent of existing structure, facilities and other operations in the vicinity of the proposed Work, the nature of the existing roads or other means of transportation, the access to, and the egress from, the SITE and the Work. The OWNER shall not entertain any representations or claims at any time which result out of the Tenderer's not having information which could have been obtained prior to submittal of his Tender.

2.8 Utilities at SITE:

The Tenderer must enquire and satisfy himself as to the sources of supply, the sufficiency of the means of obtaining and transporting at his cost all plant, materials, labour, etc., and other things, required for or in connection with the Work. He must consider all other matters and possible contingencies affecting the execution, completion and maintenance of the Work.

2.9 Neglect to obtain information:

Any neglect or failure on the part of the Tenderer to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution, completion and maintenance of the Work, the rates, total amounts and the CONTRACT shall not relieve the Tenderer whose Tender is accepted, from any risks or liabilities or from the responsibility of completing, handing over and maintaining the Work, including during the Period of Maintenance, all as defined in the CONTRACT.

2.11 Clarification and Queries:

If the Tenderer wishes to seek clarification of meaning of any Specifications, Drawings, or other data, he may, at the same time address his enquiry in writing to the CLIENT/ such questions shall be received before the date announced for this purpose. All explanations and amendments respectively, given by the CLIENT and/or shall be sent at the same time to all Firms invited to submit tender.



2.12 Difficult Design or Specifications

If, in CONTRACTOR's opinion, any WORK is shown on Drawings or called for in Specifications in such a manner as to make it impossible for him to produce a first-class piece of WORK, he shall refer such facts in writing to CLIENT so that they may issue revisions/modifications, as he considers necessary.

2.13 Fullness of Rates:

The rates and prices set down by the Tenderer against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under and shall cover profit and all obligations of every kind whatsoever which under the CONTRACT are to be borne by the CONTRACTOR.

2.14 Form of Entry into Tender Documents:

Tenders must be prepared only on the Documents supplied herewith.

2.14.1 Language

All entries are to be made in English and clearly in ink.

2.14.2 Tenderer's Name, Signatures and Stamps

All covers of the bound Tender Documents shall be marked with Tenderer's name and signed, with full signature of the authorized person(s). All pages and Drawings of the Tender Documents as well as erasures and/or corrections, if any, are to be initialized by the same representative(s). The Tenderer or his authorized representatives shall sign in full, stamp and date each page of the Tender Documents and in the spaces for the purpose, as well as all separate documents and drawings which shall be in English and form as supplement to Tender. through EPADS (E-Pak Acquisition & Disposal System

2.15 Alterations or Comments:

No alteration unless authorized in writing by CLIENT may be made in any of the Tender Documents. Any technical or other comments which are desired to be made, shall not be placed on any of the Tender Documents, but shall take the Form of a separate statement, as brief as possible and referenced to items, Clauses and pages of the Tender Documents.

2.16 Completeness of Tender:

Tenders must be complete, in all respects, including but not limited of the following:



2.16.1 The Bill of Quantities must be fully priced in all items, and totaled as required **through** EPADS (E-Pak Acquisition & Disposal System)

2.16.2 All Schedules and Appendices of the Tender Documents must be properly filled in, completed and signed as required **through** EPADS (E-Pak Acquisition & Disposal System)

2.16.3 All drawings, descriptions, time schedules and data to be supplied additionally by the Tenderer must be in English **through** EPADS (E-Pak Acquisition & Disposal System **2.17 Additional Submissions:**

The Tenderers must supply with their Tenders **through** EPADS (E-Pak Acquisition & Disposal System)

2.17.1 Contractual Reservations

Compilation of contractual reservations, if any, in technical and/or financial respect.

2.17.2 Information of Suppliers

Information brochures of the considered suppliers, along with descriptions, specifications, certificates, sketches or drawings on their respective supply items.

2.17.3 Standards for Materials

Information on any standards and codes, equivalent but other than those prescribed in the CONTRACT for the supply of materials or for the execution of the construction Work.

2.17.4 Time Schedule

Bidder must furnish a Completion Time schedule on specific software format (Primavera, etc) along with the bid submitted.

2.17.5 Special Sequences and Methods

Description and justification of any method or sequence for the manufacture or fabrication of any part of Work along with a binding statement that all additional suppliers and performances required in connection with such special methods or sequences have been included in the respective rates filled by the Tenderer in the Bill of Quantities.

2.18 Bid Bond:

Each Tender must be accompanied with a **Bid Bond for 2% of contract in shape of DD/Pay order by any scheduled Bank in favor of Sukkur IBA University.**



The bid envelope shall be sealed in an envelope. The inner and outer envelopes shall be addressed to the Procuring agency at the address given in the BDS, and carry the statement “DO NOT OPEN BEFORE TENDER OPENING TIME”

The envelope must be clearly marked with the words Bid Security with tender notice number and item name (participated for) and the name of the bidder’s firm.

If the outer envelope is not sealed and marked as required, the Procuring agency shall assume no responsibility for the bid’s misplacement or premature opening.

The Bid Bond of un-successful Tenderers shall be returned:

1. After execution of agreement with the successful Tenderer, or
2. If all Tenders are rejected, after such rejection, or
3. After thirty (30) days from the opening of Tenders.

The Bid Bond of the successful Tenderer will be released only after the Agreement of CONTRACT has been signed and the Performance Bond has been deposited by him as per Clause 3.13.

2.19 Delivery of Tender Documents:

The Bidder shall submit the bid through EPADS on/before the last date and time mentioned for the bid submission. and is to be inscribed as follows:

Work of “Repair and Maintenance of Classes at IBA DMS Shikarpur”

The Tenders should be submitted at the following address:

Project Director

Sukkur IBA University,

Nisar Ahmed Siddiqui Road,

Sukkur

2.20 Time of Delivery:

The Bidder shall submit the bid through EPADS on/before the last date and time mentioned for the bid submission (As Advertised in Newspapers). Tenders received after such time and date will be rejected.

2.21 Checking and Evaluation of Tender:



Subsequent to their opening, Tenders will be checked and evaluated by the CLIENT/CLIENT. The Tender of any Tenderer who has not fully conformed with these instructions may be rejected.

2.22 Arithmetical Corrections:

The CLIENT shall have the right to adjust arithmetical errors in any Tender. If the CLIENT/ CLIENT discovers major errors and/or omissions in any Tender, he may require the Tenderer to adjust the same, but in such cases the Tenderer will not be permitted to change the basic rates. If any discrepancy is found, the relevant rates in words so arrived at will be considered in assessing the Tender.

2.23 OWNER's right of Rejection:

THE OWNER RESERVES THE RIGHT TO REJECT ANY TENDER WITHOUT GIVING ANY REASON, OR TO ACCEPT ANY TENDER IN WHOLE OR IN PART AND DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY TENDER AS PER RULES.

2.24 Discussions after Acceptance of Tender:

The Tenderer, whose Tender may be accepted will be required to send authorized representatives at their own expense for necessary technical and contractual discussions, as the case may be, for drafting the Agreement of CONTRACT.

2.25 Letter of Award of Work:

The Tenderer whose Tender may be accepted will, after all discussions as in 2.25, receive a Letter of Award of Work, after which Tenderer will be deemed to have been awarded the Work, and all covenants of the CONTRACT Documents will be applicable immediately on all parties concerned, until the formal Agreement of CONTRACT has been signed.

2.26 Enter into Agreement:

The Tenderer who has been issued Letter of Award of Work will be required to enter into the Agreement of CONTRACT, the form of which (subject to any necessary adoptions), will be as set out in APPENDIX I to the Conditions of CONTRACT, within Ten (10) days after issue of Letter of Award of Work.



2.27 Amendments, Addenda, Corrigenda:

The right is reserved to amend any of the Tender Documents or to issue additions to them prior to the due date for submitting Tenders. All such amendments and/or additions will be advised not later than **3 (Three) days** before Tenders are due. It is mandatory that the Tender shall include the latest amendment and/or additions to the Tender Documents. The drawings mentioned in 2.5 of the Tender Documents as revised during the aforesaid period shall be deemed to be Drawings referred to in the CONTRACT upon which the sums named in the Tender are based.

When the Tenderer is informed of any amendment, addition or revision of the Tender Documents, he is required to immediately acknowledge receipt of same to Client, 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

(a)	Name of Procuring Agency:	Sukkur IBA University
(b)	Brief Description of Works:	Repair and Maintenance of Classes at IBA DMS Shikarpur
(c)	Procuring Agency's address:	Sukkur IBA University, Nisar Ahmed Siddiqui Road Sukkur,
(d)	Estimated Cost:	1.01
(e)	Amount of Bid Security:	2.0% amount in Shape of Pay Order
(f)	Period of Bid Validity (days): -	(90 days)
(g)	Performance Bond:	5% of Work Order Amount
(h)	Percentage, if any, to be deducted from bills, (Retention Money)	5% Amount if performance bond is Submitted,
(i)	Deadline for Submission of Bids along with time:	As notified in NIT through EPAD
(j)	Venue, Time, and Date of Bid Opening:	As notified in NIT through EPAD
(k)	Time for Completion from written order of commence:	3 Months ---
(l)	Time of Maintenance	06 Months
(m)	Liquidity damages:	0.1% of the contract amount per day for the work remain un-completed and un-completed after due date up to maximum of 10% and after that termination of contract.
(n)	Deposit Receipt No:	Date: _____ Amount: _____
(o)	Eligibility	- Registration with 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
		the case may and are not black listed in any procuring agency or authority. - At least three years' relevant experience - Average annual Financial Turn-over not less than equivalent cost of the scheme/project during the last five years



(p)	Other Terms & Conditions	
	<p>(a) Under following conditions bid can be rejected</p> <p>(i) Conditional and telegraphic bids/tenders.</p> <p>(ii) Bids not accompanied by bid security of 2.0% of The Bid price and relevant documents mentioned in (b) below</p> <p>(iii) Bids received after specified date and time.</p> <p>(iv) Blacklisted firms/companies</p> <p>(v) If bid quoted without government taxes and duties etc.</p>	<p>(vi) Bidders are advised that before filling the bidding documents all pages of bidding documents should carefully be rechecked. If any page(s) / paper(s) of bidding documents are missing that can be downloaded from the official website of this University and SPPRA, and also can be obtained from the office of the Deputy Director Accounts Engineering Wing. Bid(s) with incomplete bidding documents will straightaway be rejected</p> <p>(vii) Contract Agreement and Integrity Pact both are mandatory for successful bidder.</p>
	<p>(b) Responsive Bidder is required to submit following documents with their bid:</p>	
	<p>(i) List of similar assignments with cost (Mention number of projects with their cost) Under-taken over the past 03 years.</p> <p>(ii) Details of equipment, machineries and transport Owned by firms/contractor. (if applicable).</p> <p>(iii) Financial Statement and income tax returns for the last 03 years.</p>	<p>(iv) Affidavit that firm has never been blacklisted.</p> <p>(v) Copy of CNIC / Establishment of Firm/ Company etc.</p> <p>(vi) Proof of Registration of NTN, GST, SRB & PEC. (Whichever is applicable)</p> <p>(vii) All bidding documents must be signed, named & stamped by the authorized person of the firm Companies along with authorized letter.</p> <p>(viii) Bidders are required to provide their valid e-mail Ids and Contact numbers(s) for effective and timely communication.</p>

- (q). For any query and clarification about B.O.Q items and drawings etc. bidder may contact the Directorate of Works & Services of this University in working hours.

Bidder



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 percent 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/Project Director may terminate the contract if either of the following conditions exists: -
- i. Contractor fails to execute the work within stipulated time and 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 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 Project Director/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 Project Director/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 Project Director 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 Project Director 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 Project Director 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 far 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 bears to the original contract 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.
- (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-in-charge 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 four 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 Project Director. 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 Project Director (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 06 Months from the date on which the work is completed.

Contractor

Project Director/Procuring Agency



BILL OF QUANTITIES

(A) Description and rate of Items based on Composite Schedule of Rates.

Repair and Maintenance of Classes at IBA DMS Shikarpur						
Abstract Sheet						
A	Civil Work					
S.no	Item#	Description	Quantity in BOQ	Unit	Rate	Amount
Scheduled items						
1	36.A	Preparing the surface and painting with matt finish I/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink /chalk / plaster of paris mixture, applying first coat premix, making the surface smooth and then painting 3 coats with matt finish of approved make etc: complete .(new surface).	2160.00	Sft	49.27	106,423
3a	36 . B	2nd & subsequent coat.	2160	Sft	25.78	55,685
2	C-8/27v(b)	Laying Super Botisina, Crème,Badal or Black Marble 12"x12" / 12"x24" fine dressed on the surface without winding set in lime mortar 1:2 including rubbing and polishing of the joints.	1450	Sft	378.19	548,376
Total Amount						710,484
Premium Quoted by Contactor Above/Below						
Total Gross Amount civil Work						

Total in words & figures

Notes: This Quoted Percentage Must inclusive of all cartage and material differences, and Taxes No Any cartage and material differences and Taxes Shall be paid separately.

Contractor

Project Director/Procuring Agency



(B) Description and rate of Items based on Market (Offered rates)

CIVIL Non -Scheduled items						
3	NSI	Wall Sheets: Providing, cutting ,fixing – and finishing complete in all respect as instructed by Engineer	1080.00	Sft		

Total in words & figures:

Contractor

Project Director/Procuring Agency

Repair and Maintenance of Classes at IBA DMS Shikarpur**ELECTRICAL WORKS****Non-Scheduled Items**

Sr. No	Item No.	Description	Unit	Qty	Unit Rate (Rs.)	Total Amount (Rs.)
		MISCELLANEOUS FITTINGS				
1		Providing and laying (main or Sub Main Pvc insulated with 3-7.29 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required.	Rft	100		
		(General Description) Supply at site, installation, testing and commissioning of the following wiring accessories, complete in all respects. Made of TJ, Legrand or approved equivalent.clipsal				
2	NSI	10 Amps, 250Volts one way, Four gang light control switches including appropriate size concealed Plastic back box.clipsal	No.	1		
3	NSI	10 Amps, 250Volts one way, Five gang light control switches including appropriate size concealed Plastic back box.clipsal	No.	1		
Total of Non-SOR Items						

Total in words & figures:

Contractor

Project Director/Procuring Agency



Summary of Bill of Quantities.

Name of Project: Repair and Maintenance of Classes at IBA DMS Shikarpur

Repair and Maintenance of Classes at IBA DMS Shikarpur			
Abstract Sheet			
S.no	Description	Amount	Remark
1	Civil Work		
	Schedule Item		
	Non Schedule Items		
Total Civil Amount			
2	Electric Work		
	Non Schedule Items		
Total Electrical Amount			
Total Gross Amount			

TOTAL COST OF BID = _____

Total in words & figures

Contractor

Project Director/Procuring Agency



Contract Agreement

THIS CONTRACT ("Contract") is made at Sukkur this ____ day of _____, 2024 by and between: **Sukkur IBA University And**

M/S _____ Sukkur IBA University and
M/S _____ are collectively referred hereto as the "Parties" and individually as the "Party". WHEREAS: Sukkur IBA University intends to get the work done of "Repair and Maintenance of Classes at IBA DMS Shikarpur

M/S _____ represents that it has the requisite experience and expertise to undertake to do the work, "Repair and Maintenance of Classes at IBA DMS Shikarpur

- Sukkur IBA University and M/S _____. Consider it expedient to enter into this Contract to set out the terms and conditions for the construction by M/S _____. NOW THEREFORE:
- In consideration of the mutual covenants and agreements contained herein, SUKKUR IBA and M/S _____, agree as follows:
- In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the "Conditions of Contract" annexed hereto as per tender documents
- This Contract shall be effective from _____ ("Effective Date").
- In consideration of M/S _____ carrying out the Project in accordance with the Terms of Contract and Scope of Work, Sukkur IBA University shall make payment to M/S _____ for the work done, as per the rates of BOQ.
- M/S _____ shall commence the said work with THREE days of the receipt of employers written order to proceed, and shall complete the work on or before the date stated in the work order, the maintenance of rate of progress which will result in completion of the works within the time specified in the tender is an essential feature of this contract. The Contractor agrees to proceed with all due diligence and care to take all precautions to ensure completion in accordance with the specified time, and shall not to lag at any stage.
- Before start of work, the "Contractor", shall submit the work completion schedule.
- M/S _____ agrees to wok completion schedule and also submit supply of items in details and time.
- M/S _____ agrees to provide samples all fixtures and fittings and other items, and final sample approved and certified at site for final approval of the Client prior to execution of reaming quantities.
- Shop drawings must be submitted before execution of any activity, get its approval from the client and Consultants.
- M/S _____ agrees to abide by the BOQ, specifications and drawings complete in all respects.
- M/S _____ shall be solely responsible for the Project and other works and services set out in this Contract.
- Liquidated damages in case of non-completion of the work or for delay, must be 0.05% of contract amount per day or part of day up to maximum of 10% of contract amount for whole work as finalized by the OWNER.
- Retention money would be /@5% of gross amount of work done is to be deducted from the bill and performance bond will be submitted @ 5%
- Completion period of the work in all respects i-e its functioning is 03 (Three Months)
- Defect Liability and maintenance period would be 6 (Six) months
- Month from the date of issue of Completion certificate.
- If the performance of the Project is delayed, with reference to the Project Execution Schedule, on account of M/S _____ default, by FOUR (04) weeks, Sukkur IBA University shall have the right to terminate this Contract. Time shall be of the essence of this Contract.
- Following documents shall be deemed to form and be read and construed as part of this agreement.
 - The conditions of contract.
 - Specification
 - The drawings.
 - Bill of quantities (BOQ).
- This agreement shall not stand discharged on any account, but shall remain binding on the contractor.

IN WITNESS WHEREOF, this Contract is executed at Sukkur as of the day and year hereinabove, first written.

For and on behalf of M/S _____

1. Mr. _____
 Proprietor
 M/S _____
 Signature: _____
 Date: _____

Mr _____
 Project Manager
 M/S _____
 Signature: _____
 Date: _____

For and on behalf of Sukkur IBA University

2. Engr. Ubedullah Soomro
 Project Director
 Sukkur IBA University

Noor Hussain Shar
 Director
 IBACCs&S, Sukkur IBA University

Signature: _____

Signature: _____



PERFORMANCE BOND

**INSTITUTE OF BUSINESS
ADMINISTRATION,**

GUARANTEE NO. :
DATE :

SUKKUR

AMOUNT :
RS
EXPIRY DATE :

THIS BOND is executed at _____ on this ____ day of _____ 2023 by _____, having its registered Office at _____ (hereafter called the "Surety" which expression shall include its successors and assign) and M/S _____, whose registered Office is _____ (hereafter called the "Contractor" which expression shall include its successors and permitted assigns) in favor of Sukkur IBA University, Sukkur hereafter called the "Employer" which expression shall include its successors and permitted assigns).

WHEREAS the contractor by an agreement which shall be signed between the employer of the one part and the contractor of the other part (hereafter called the "Contractor" has agreed commissioning, adjusting, balancing & maintenance of certain works as therein mentioned viz Sukkur IBA University (hereafter called the "Works" in conformity with the precisions of the said contract.

AND WHEREAS one of the conditions of entering into contract Agreement is that the contractor shall provide to the Employer a performance Bond in the sum of Rs. _____ (Rupees _____) for due fulfillment of the contract.

AND WHEREAS, the surety has agreed to give to the employer this performance Bond on the terms and conditions mentioned hereinafter.

NOW THEREFORE, THIS BOND WITNESSETH:

1. That the contractor shall duly perform and observe all the terms, provisions, conditions, stipulations and his obligations contained in the contract according to the true purport, intent and meaning thereof or as may be determined by the Employer who shall be the Sole Judge in the matter.
2. In the event of default being committed by contractor of which the Engineer shall be the sole exclusive Judge, the surety shall satisfy and discharge within three days after demand of all the damages sustained by the employer on account of the default of the contractor, as may whatsoever to the contractor and without any question whatsoever and whether or not the contractor disputes his liability in respect thereof and whether or not any arbitration or occur case is pending in respect of dispute.
3. That the liability of the surety under this performance Bond shall be up to the amount Rs. _____ /- (Rupees _____) and this Bond shall become null and void if the contractor has carried out the works and also performed his obligation strictly in accordance with the contract to the full satisfaction of the engineer, who will be sole and exclusive judge to determine whether or not the contractor has carried out the works and fulfilled his obligation in accordance with the contract.
4. The Engineer can complete that portion of the works, which the contractor has not commenced or not satisfactory executed, up to the amount of the performance Bond, at the Expense of the surety.
5. No alteration in the term of the said contract made by agreement between the Employer and the contractor or in the extent or nature of the works to be executed there under and no allowance of time by the Employer or the Engineer under the said contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said contract on the part of the Employer or the Engineer shall in any way release the surety from any liability under this Bond
6. That the payment under this Bond shall be made by surety in the name of the Employer and a receipt issued by the Employer shall discharge surety from his liability to the Employer under this Bond.
7. That any notice or demand under this Bond may be made by the Employer and may be left at surety address mentioned herein or at any changed address as may be communicated by Surety to the Employer in writing against receipt of the Employer, or the said notice of demand may be sent by registered post Surety addressed as afore said and shall be deemed to have been at the time when it should have been delivered in due course of the post and a corticated signed by the Employer that the envelope containing the notice was posted shall be conclusive.
8. Our obligations under this guarantee shall at all times within the validity period of this guarantee not exceed the Guaranteed Amount of Rs. _____ /- (Rupees _____) and that this guarantee shall remain valid up to **xx-xx-xxxx**. Claim of outstanding dues if any, under this guarantee must be received by us during business hours on or before **xx-xx-xxxx**. Should we receive no claim from you on or before **xx-xx-xxxx**, our liability under this guarantee will become null and void whether this original Guarantee is returned to us or not

Signed, Sealed and delivered

BY _____
For and on behalf of
(Surety)
In the presence of

Name: _____

Designation: _____

Signed, Sealed and delivered

BY _____
for and on behalf of
(Contractor)
in the presence of

Name: _____

Designation: _____



MOBILIZATION ADVANCE GURANTEE

Guarantee No. :
 Date :
 Amount :
 Expiry :
 Contract :
 Contractor :
 Surety :
 To :

Whereas M/s _____ having business address _____ (hereinafter called the "Contractor") having entered into an agreement (the "Contract") with you M/s Sukkur IBA University (hereinafter called the "Owner") for the work "Repair and Maintenance of Classes at IBA DMS Shikarpur" .

AND whereas the Owner has agreed to pay the Contractor an amount of Rs: _____ /-(Rupees _____) being 10% percent of the accepted Contract price as Mobilization Advance against an irrevocable Guarantee for actual losses (Except Opportunity Cost) suffered and determined by you not exceeding the amount of Rs: _____ /-(Rupees _____) or any part thereof which may be outstanding against the Contractor without any reference to the Contractor or any other person whosever and this Guarantee shall not be affected by Owners granting time extension or any other indulgence to the said M/S _____ .

We _____ Bank(the "Surety") in consideration of your having awarded the Contract to the Contractor M/S _____, do hereby undertake and guarantee irrevocably and unconditionally on demand by the Owner to pay forthwith the Owner the amount of advance up to and not exceeding Rs. _____ /-(Rupees _____) or any part thereof which may be outstanding against the Contractor without any reference to the Contractor or any other person whosever and this Guarantee shall not be affected by Owners granting time extension or any other indulgence to the said M/s _____

The amount of this Guarantee shall be reduced progressively as the recoveries towards the advance are affected by the Owner from the Contractor through their running bills in accordance with the terms of the said agreement and our liability at no time shall exceed the amount of Rs. _____ /-(Rupees _____) or the balance recoverable amount as may be certified by you as the case may be and your certified to the effect shall be conclusive and binding upon us we agree to keep the Guarantee valid and in full force from this date up to the time of deduction made by the Owner by way of advance have equaled the amount of this Guarantee.

NOW THE CONDITION of the above written BOND is such that.

- a) If the Owner shall certify in writing that entire mobilization advance has been recovered from the Contractor or
- b) If upon the written certificate of the Owner stating that the mobilization advance or any part thereof is due to the Owner under the Contract such sum not exceeding the amount of the above written bond as the Owner demand in writing.

Then either in case of the Owner certifying clause (a) hereinabove or where the Owner has enforced this bond under clause (b) hereinabove and has received the requisite payment from us this obligation shall be null and void otherwise it shall be and remain in full force and mobilization advance is made or in the terms of the Contract or the conditions on which the mobilization advance is made or in the extent and nature of the works shall in any release the surety from any liability under the above written bond.

This Guarantee is binding on us and our successors in interest our obligations hereunder shall be as if we are principal debtor and shall be under unconditional and continuing obligation and will remain in force notwithstanding any time extension given indulgence forbearance shown or any amendments or alterations made in the obligation or the terms conditions and covenants between the Owner and the Contractor and / or any Contract documents.

NOTWITHSTANDING anything contained herein before our liability under this guarantee is restricted to Rs. _____ /-(Rupees, _____) and in time up to xx.xx.xxxx .This Guarantee is valid up to xx.xx.xxxx all claims under this guarantee must be received by the Bank in writing on or before the said expiry date i.e. xx.xx.xxxx, within banking ours where after no claim of whatsoever nature will be entertained and our Bank will be relieved from all liabilities of this Guarantee whether the original Guarantee Instrument is returned to us or not.

Moreover, this Guarantee is governed by and shall be construed in accordance with, the laws of Pakistan provided that such laws do not contradict the Islamic Sharia'h.

Name of Bidder with seal and signature: _____





SUKKUR IBA UNIVERSITY

Phone # 0715644000,(Ext. 2025,4028), E-mail: pd@iba-suk.edu.pk
 "Say No to Corruption"

CHECK LIST FOR BID SUBMISSION

Name of Work: Repair and Maintenance of Classes at IBA DMS Shikarpur

Tender No.

Bid Opening Date: _____ Time _____ Place _____
 : _____ : _____

It is affirmed that following essential and mandatory documents have been attached with the bidding documents:

S #	Documents Required	Yes
1	Bid Security	<input type="checkbox"/>
2	Valid Registration (Federal Board of Revenue, Sindh Revenue Board.	<input type="checkbox"/>
3	The bidder must have at least 3 years of experience in the relevant field	<input type="checkbox"/>
4	Registration with 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 and are not black listed in any procuring agency or authority.	<input type="checkbox"/>
5	Details of turn-over (Including in terms of Rupees) of at least last three years Average annual Financial Turn-over not less than equivalent cost of the scheme/project during the last five years, per year as per online annual returns submitted to FBR.	<input type="checkbox"/>
6.	Registration with FBR / SRB (whichever is applicable) and must have valid professional Tax Certificate.	<input type="checkbox"/>
7.	Affidavit upon original stamp paper that the firm is not black listed, not involved in any Litigation with any Government, Semi-Government & Autonomous Body.	<input type="checkbox"/>
8.	Complete Bidding Documents signed and stamped through EPAD.	<input type="checkbox"/>
9.	Proof of Registration of NTN, GST, SRB & PEC. (Whichever is applicable)	<input type="checkbox"/>

It is understood that in the absence of any documents of above, Procuring Agency shall reject my bid.

Signature	_____
Name of Bidder's Firm	_____
Firm Stamp...	

