

Sukkur IBA University

Tender Proc/294



BIDDING DOCUMENTS PROCUREMENT OF LAND

Last Date for Tender Submission	June 02, 2022 till 1:00 pm
Date of Tender Opening	June 02, 2022 at 1:30 pm
Venue	Sukkur IBA University Air Port Road Sukkur

Sukkur IBA University – Airport Road Sukkur – 65200, Pakistan Tel: (071)5630272- 5633490
Fax: (071) 5632465

E-mail: hari@iba-suk.edu.pk Website: <http://www.iba-suk.edu.pk>

**PROCUREMENT OF APPROX. 1.5 ACRES LAND ADJACENT TO SUKKUR IBA
UNIVERSITY MIRPUR KHAS CAMPUS (NEW CAMPUS AT TALUKA JHANDO MARI
DISTRICT TANDO ALLAHYAR) COMPACT PIECE OF LAND FOR ITS EXTENSION
PLANS/PROGRAMS**

Sukkur IBA University intends to purchase compact piece of land adjacent to Sukkur IBA University Mirpur Khas Campus (New campus at taluka Jhando Mari District Tando Allahyar) free from disputes, discrepancies and litigation. The area required is approx. 1.5 Acres. Original owners with relevant documents are invited to bid who wish to sell their land to Sukkur IBA University.

The Financial Proposal should have quote on per Acre rate in Pak Rupees.

The Bidding Documents are consisting of the following Parts:

- Part A – Terms and Conditions
- Part B – Technical Evaluation Criteria

Part A - Terms and Conditions

This part of the Bidding Documents describes the terms and conditions for the submission of the proposal.

- The interested original land owner (s) having land in their name as per land documents and government record are requested to submit their bids on date and time mentioned in Notice published in leading Newspapers and as mentioned in tender documents.
- The owner shall submit a signed and complete proposal comprising the documents.
- Submission of Bids will be taken place under single stage two envelope procedure. The original Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, tender reference number, name and address of the Owner, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”
- Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, name and address of the Owner/ third party from owner, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

- The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment with tender number, Owner/representative from owner's name and the address.
- The Technical Proposal will be opened on same day after the deadline for submission. The envelope with the Financial Proposal shall remain sealed and securely stored.
- The Evaluation Committee shall evaluate the Technical Proposals based on responsiveness to the Bidding Documents, applying the evaluation criteria and point system specified. Each responsive Proposal shall be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Bidding Documents or if it fails to achieve the minimum technical score indicated in Bidding Documents.
- The financial bids of only those Bidders who passed in Technical Evaluation would be opened.
- At any time before the proposal submission deadline, Sukkur IBA University may amend the Bidding Documents by issuing an amendment in writing. The amendment shall be sent to all Bidders and will be binding on them. The Bidder shall acknowledge receipt of all amendments in writing.
- If the amendment is substantial, Sukkur IBA University may extend the proposal submission deadline to give the Bidder reasonable time to take an amendment into account in their Proposals.
- The original land owner should sign and stamp the original submission letters for both the Technical Proposal and the Financial Proposals.
- At first, Technical Proposals would be opened. The Financial Proposals / Bids of the technically qualified firms shall be opened in the presence of bidders for which time and date shall be intimated in due course. The firms are requested to submit their Technical & Financial Proposals / Bids along with the supporting material to the following address.
- The proposals must be submitted on/before the date and time mentioned in tender notice.
- Sukkur IBA University reserves the right to accept or reject any or all Proposals as per SPPRA /PPRA rules.

- All payments to be made by the Client to the successful bidder /contact winner under this tender shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc.
- The Successful bidder shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including pending bills (if any) etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the land offered to Sukkur IBA University by any Local, Provincial or Federal Government Agency, Department or Authority.
- Successful bidder / contract winner shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Successful bidder / contract winner in their relations with the employees and their families, of CLIENT's successful bidder / contract winners and third parties arising from this agreement and accomplishing services hereunder. Successful bidder / contract winner's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
- The successful bidder / contract winner shall conduct the sale transaction in a professional ethical manner. The successful bidder / contract winner shall be responsible for compliance with all laws, rules and regulations for the time being in force with regard to land being offered to sale to Sukkur IBA University.
- An effort by a bidder to influence Sukkur IBA, directly or indirectly THROUGH UNFAIR MEANS may result in the black listing for any future tender of Sukkur IBA.

DOCUMENTS REQUIRED

- The Land Title should be cleared and free from any encumbrances or any Mortgaged.
- Signed/Attested Copies of Ownership Documents (Title Deed of respective Land, Mutation record, Undertaking of No- Litigation on Legal Paper etc.)
- Copy of CINC of Original owner
- Location Map and photographs of respective land
- Information and location required about the nearest grid-station/ High Tension line for supply of electricity.
- Information and location required about the nearest Sui Gas Pipe Line.
- Information and location required about the nearest Water Channel/ Canal/ Potable Water resource.
- Information and location required about the nearest outlet (water channel/ sewerage system/ any other expel) which can be utilized for the disposal of Effluent.

BID SECURITY/ EARNEST MONEY

- The Bidder must submit Bid Security 2% of quoted bid value (refundable) in the shape of Pay order in the name of Sukkur IBA University.
- Bids should be valid for at least Ninety (90) days.
- To qualify technically, applicant must get 80 marks out of total 100 marks in technical evaluation criteria.

Director Procurement
Sukkur IBA University
Air Port Road, Sukkur

PART B - TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

S. No	Factors	Max Score	Achieved Score	Remarks
1	Land Adjacent to Sukkur IBA University's Mirpur Khas Campus (New Campus at Taluka Jhando Mari District Tando Allahyar)	50		
2	<u>Road Accessibility</u> Upfront Road = 10 marks Nearby Road = 5 marks	10		
3	<u>Connected or Readily available Utilizes</u> (Water , Power & Gas) Plot(s) with 3 utilities = 10 marks Plot(s) with 2 utilities = 7.5 marks Plot(s) with 1 utility = 5 marks	10		
4	<u>Plots Distance</u> Compact Piece(s) of Land = 10 marks Non-compact piece (s) of Land = 5 marks	10		
5	<u>Boundaries</u> Fixed Boundary Survey = 5 marks General Boundary Survey = 2 marks	5		
6	<u>Shape</u> Regular = 10 marks Irregular = 5 marks	10		
7	<u>Terrain</u> Fairly Flat & Even = 5 marks Sloppy & Uneven = 2 marks	5		
	Total	100		

Note: Please attach documentary evidence in support of your claims in technical proposal.

- To qualify technically, applicant must get 80 marks out of total 100 marks in technical evaluation criteria.



Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____

Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Supplier/Contractor/Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/Consultant] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (vendor name) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the **"Parties"**;

WHEREAS the Vendor is in the owner of the dispute and litigation free land along with its possession and documents .,

AND WHEREAS the Client is in the service of providing quality education and is desirous to get land as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.
8. **Dispute Resolution**
 - a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur,

Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.

- b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.
18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.
20. **SERVICE REQUIREMENTS**
Following are the minimum requirements which the vendor/vendor for the equipment:
21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
22. **DELIVERY & INSTALLATION**
23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.
24. Delivery period will be as communicated through emails to the vendor by client.
25. **WARRANTY, MAINTENANCE AND ASSURANCE**
26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.
27. **SERVICES**

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. **LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.**

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services.

30. **FORCE MAJEURE**

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31 **TERMS OF PAYMENT**

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

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :

CNIC # _____

Address: _____

Client: For and on behalf of

Sukkur IBA University

Witnesses:

Signature: _____

Name: _____

CNIC # _____

Address: _____

Signature: _____

Name:

CNIC #

Address

CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contact given below in writing or via email.

Hari Lal Nathani
Director Procurement
Sukkur IBA University
Airport Road Sukkur
Email : hari@iba-suk.edu.pk



Sukkur IBA University

INVITATION TO BID (LAND REQUIRED)

Tender # 294

Sealed bids are invited from original land owners either individually or collectively on **“Single stage two envelope basis”** for approx. 1.5 acres land adjacent to Sukkur IBA University **Mirpurkhas Campus (New Campus at Taluka Jhando Mari District Tando Allahyar)** compact piece of land for its extension plans/programs.

S.#	Description
-----	-------------

01	Procurement of Land
----	---------------------

Details of specifications and area are mentioned in the tender documents, which can be obtained on provision of demand draft/pay order **Rs. 5000/=** (Non-refundable) in favor of Sukkur IBA University, from the office of the **Procurement Department Sukkur IBA University** on any working day from **13th May, 2022** to **01st June 2022**. The Last date for the submission of bids is **02nd June 2022 up to 1300 Hours**. The technical bids will be opened on the same day at **1330 Hours** in the presence of bidders or their authorized representatives (who may choose to be present). The Financial proposals of only technically eligible firms will be accepted/Opened. **The rates may be quoted in per acre in PAK rupees.** Bid security i.e. **2%** of the tender amount (Refundable) in the shape of bank draft/pay order in the name of Sukkur IBA University must be attached with the bid documents. The Procuring Agency may reject any bid subject to relevant provisions of SPP Rules 2010 and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(1) of said rules and as per PPRA rules.

Please send your queries: hari@iba-suk.edu.pk

REGISTRAR

PID(H) 559/2021

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644141, 5644338

Fax: 071-5804419

