



# **Sukkur IBA University**

MERIT - QUALITY - EXCELLENCE



**Tender Document for Miscellaneous Civil works  
at Sukkur IBA University.  
(Tender # Proc/306)**

## **Sukkur IBA University**

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## **1. Background**

At Sukkur IBA University Miscellaneous work including raising of boundary wall, fixing of security fence and parking platform work (Details in BOQ) is required to be done, so a tender is called for the 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 is **05<sup>th</sup> August 2022 at 1330 hours**

**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 the site, check its quality reports and confirm their conformity to the contract specification.

**2.6.** The Bidder shall provide the following information with respect to its Company Profile.

**2.6.1.** Registered Name of the Company.

**2.6.2.** National Tax Number, Sales Tax Number.

**2.6.3.** Shop/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 the 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 been 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 PPRA's **Single stag-two envelope Procedure** as per clause 36 (b) for open competitive bidding is adopted. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- 3.1.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- 3.1.2 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- 3.1.3 The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- 3.1.4 The procuring agency shall evaluate the technical proposal, without reference to the price and reject any proposal which does 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.
- 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. The financial proposal of bids found technically non-responsive shall be returned unopened 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 equipments 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. Financial Proposal of only those Bidders will be considered who's Technical Proposal qualify.

3.2.8. 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.

<b>SUKKUR IBA UNIVERSITY</b>				
<b>Technical Evaluation Criteria</b>				
<b>Contractor's Name:</b>				
<b>S. No</b>	<b>Description</b>	<b>Max: Marks</b>	<b>Marks Obtained</b>	<b>Remarks</b>
1	Name & Address of Firm / Company (along with organizational Structure)	10		
2	Status/ Standing of Firm (PEC- Cat)	10		
3	Name of Principal Personnel (their qualification and Experience)	5		
4	List of Technical Staff (their qualification and experience)	10		
5	List of Machinery and Equipment owned	10		
6	List of Works for Similar Nature (completed during last 5 years)	10		
7	List of Works for Similar Nature (works in Hand)	10		
8	Bank Statement & Banker's Certificate (showing credit worthiness of the Firm/ Co)	5		
9	Satisfactory Reports/ certificates from Organizations/ departments (works done earlier)	5		
10	Registration certificates (FBR / SRB)	10		
10	Income Tax Return of last 3 years	5		
11	Registration with Other Organizations/ departments.	10		
	<b>Total Marks</b>	<b>100</b>		

### 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, than 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	Miscellaneous Civil works at Sukkur IBA University.	
	Part- A Raising of Boundary wall	
	Part- B Security Fence work	
	Part- C Parking Platform work	
	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 hereto.
- 1.3** We confirm that we have satisfied ourselves about the work, 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 thereto, 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 customs 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 the shape of a 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 the Site within **3 (three) calendar days** of the date of issue by the OWNER of the Letter of Award, and to sign the Agreement for the CONTRACT within **7 (seven) 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 **06 (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 finish work within **six months** as per the format as in Appendix II to these 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 the government now.

Dated this \_\_\_\_ day of \_\_\_\_, 2022,

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 \_\_\_\_\_



## 2. INSTRUCTIONS TO TENDERERS

### 2.1 Definitions and Interpretations:

In the CONTRACT (see the following for the 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 "ARCHITECT"** means  
Habib Fida Ali,  
Chartered Architect,  
4-Choudhry Khaliqzaman Road,  
Karachi-75530.  
and/or any person duly authorized by him.

**2.1.4 "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.

**2.1.5 "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.

**2.1.6 "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 ARCHITECT 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 were prepared by the CONTRACTOR and approved for construction by the ARCHITECT and/or Client.
- .12 The Addendum/Corrigendum, related correspondence.

**2.1.7 "CONTRACT PRICE"** means the price as in the Tender, inclusive of all additions or

deletions are foreseen in the CONTRACT, but without Liquidated Damages.

- 2.1.8 "Carpenter Machine"** means all tools, machinery, equipment appliances or things of whatsoever nature, required for the execution, completion or maintenance of the WORK for Dry Partition or Temporary WORKs (as hereinafter defined), but does not include materials or other things intended to form or forming part of the permanent structures.
- 2.1.9 "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.
- 2.1.10 "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 ARCHITECT and/or from time to time as WORK progresses to amplify drawings listed.
- 2.1.11 "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.
- 2.1.12 "APPROVAL"** - The term "Approval" or "approved" shall be interpreted to mean "written approval".
- 2.1.13 "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 under-understood reference is made to ruling and judgment of ARCHITECT 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 ARCHITECT/CLIENT.
- "SITE"** - The **"SITE"** shall mean the **"Sukkur IBA University", Nisar Ahmed Siddiqui Road, Sukkur,**  
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.
- 2.1.14 "Rupees"** means Pakistani Currency Rupees. It is the currency basis of the CONTRACT.
- 2.1.15 "MONTH"** means thirty (30) calendar days.

**2.1.16** "DAY" means calendar day.

**2.1.17** 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 the 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, labor, 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 ARCHITECT 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 ARCHITECT 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.

**2.15 Alterations or Comments:**

No alteration unless authorized in writing by ARCHITECT 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.

**2.16.2** All Schedules and Appendices of the Tender Documents must be properly filled in, completed and signed as required.

**2.16.3** All drawings, descriptions, time schedules and data to be supplied additionally by the Tenderer must be in English.

## **2.17 Delivery of Tender Documents:**

Tender Documents is to be sealed in a separate envelope and is to bear the name and address of the Tenderer, and is to be inscribed as follows:

**“Miscellaneous civil works at Sukkur IBA University.”**

The Tenders should be submitted at the following address:

**Project Director  
Sukkur IBA University,  
Nisar Ahmed Siddiqui Road,  
Sukkur**

## **2.18 Time of Delivery:**

The original Tender set must reach the Addressee above, before the time & date fixed in writing by the CLIENT for opening of the tenders (As Advertised in Newspapers). Tenders received after such time and date will be rejected.

## **2.19 Checking and Evaluation of Tender:**

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

## **2.20 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.**

## **2.21 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.

### **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.

### **3. CONDITIONS OF CONTRACT**

#### **3.1 Distribution of Correspondence:**

CONTRACTOR shall prepare said copies of all correspondence with OWNER, this is in addition to copies which may be required to be sent to other parties as the case may require.

#### **3.2 Drawings and Specifications:**

##### **3.2.1 Issue and quantity of Drawings**

After receiving a letter of Award, the Contractor shall submit shop drawings to CLIENT/CONSULTANT for approval.

##### **3.2.2 Specification**

As per BOQ and attached sheet of General source of Material

##### **3.2.4 Extra Specification WORK**

In the case of any class of WORK for which there are no specifications in the Tender, such work is to be carried out in all respects as per the instruction and requirement of the ARCHITECT and/or OWNER. 15% markup will be given to the Contractor on prime cost of items of work which are not included in BOQ's & the OWNER has asked Contractor to perform. However, any job, which is required by the OWNER to be done on daily work basis, shall be paid 25% extra to cover the overhead and for the coordination supervision on actual cost of material and basic labor rates as below for Carpenter work only.

Un-skilled labor	Rs. 800 per 8 hrs.
Semi-skilled labor	Rs.1500 per 8 hrs.
Skilled labor	Rs. 2000 per 8 hrs.

#### **3.3 Shop Drawings:**

##### **3.3.1 General**

Wherever in the execution of the CONTRACT, nature of WORK makes it necessary, and where specifically required by the Specifications, CONTRACTOR shall himself or cause his material vendor, fabricator or sub-Contractor to submit 3 sets of scale and full-size Shop Drawings of his WORK to the ARCHITECT and/or CONSULTANT. Shop Drawings must be complete in every detail including provision required of various trades, connections with other work, all cutting, fitting and drilling required and any and all other necessary information in accord with usual and customary trade practice as particularly required for any special purposes.

##### **3.3.2 Submission to Authorities**

When drawings are required to be submitted to Authorities, it shall be duty of the CONTRACTOR to submit them to secure approval of said Authorities and notify OWNER

and ARCHITECT and/or CONSULTANT of action taken.

### **3.3.3 OWNER/ARCHITECT's Approval**

It is to be understood that prior to manufacture, fabrication or installation of WORK under CONTRACT, Shop drawings shall be prepared and reproducible of each submitted to ARCHITECT and/or OWNER for approval. No WORK will be executed in any instance prior to approval by OWNER of any respective Shop drawings. OWNER's approval, however, shall not relieve CONTRACTOR of responsibility for accuracy, as such approval of Shop drawings is only general and is not intended to serve as a check, and does not relieve CONTRACTOR from furnishing the materials and performing the WORK as required by Drawings and Specifications.

### **3.3.4 Cross Reference to ARCHITECT's Drawings**

So far as practicable, each Shop drawing shall bear a cross-reference note referring to sheet number or numbers of ARCHITECT and/or CONSULTANT's Drawings showing same WORK in order to facilitate checking of Shop drawings in ARCHITECT and/or Owners office and their prompt return to CONTRACTOR.

### **3.3.5 Verification and Timely Submission**

It is the CONTRACTOR's obligation and responsibility to check and verify all dimensions and be fully responsible for them and for their coordination with connecting WORK. CONTRACTOR is responsible for submission of vendors' and/or fabricators' Shop drawings in proper rotation, that is, where Shop drawings of one trade are dependent upon Shop drawings of another trade, proper Shop drawings shall be submitted first. No extension of time in respect to the Final Completion date will be granted to CONTRACTOR because of failure to have any Shop drawings submitted in ample time to allow for checking and approval. The CONTRACTOR along with programme of work in 3.6.2., will also submit within 7 days after the issue of Letter of Award the dates when the shop drawings will be submitted for approval.

### **3.3.6 CONTRACTOR's Stamp for approval**

All Shop drawings submitted by CONTRACTOR shall bear approval of CONTRACTOR as evidence that drawings have been checked by CONTRACTOR.

### **3.3.7 Letter of Transmittal**

Each consignment of Shop drawings submitted for approval must be accompanied by a letter of transmittal itemizing applicable work and number of the drawings.

### **3.3.8 Coordination between various Trades**

CONTRACTOR shall obtain all prints from sub-Contractors as necessary for purpose and the coordination of other trades and distribute them to all parties concerned.

## **3.4 Record:**

### **3.4.1 General**

CONTRACTOR during progress of WORK, shall keep a careful record of Drawings or all changes and corrections on Drawings. Upon completion CONTRACTOR shall mark up a set of reproducible furnished by the ARCHITECT and/or CONSULTANT, showing



the WORK as actually constructed. These drawings shall be delivered to the ARCHITECT and/or OWNER as a condition of "Final Payment".

### **3.5 Materials and Workmanship:**

#### **3.5.1 General**

All types of materials, articles, or processes shall be of the respective kinds or brands relating to kind, quality, function and characteristics required by the Specifications or specified hereinafter. Where various kinds and brands are not so specified they shall be the best obtainable for required purposes. Where a specific item or type of material is specified in any portion of the Specifications and/or followed by the words "or equivalent" or "as equal" or words of similar intent,

#### **3.5.2 Samples**

Where required in Specifications for various trades or otherwise required by **OWNER**, **samples of any materials to be used and of the finish to be applied in the WORK, shall be submitted by the CONTRACTOR for approval. Samples of all materials submitted for approval to the ARCHITECT and / or OWNER shall be supplied, wherever reasonable.**

#### **3.5.3 Inspection**

For purpose of inspection OWNER and their representatives shall, at all times, have access to WORK, wherever it is in preparation or progress, and CONTRACTOR at his expense, shall provide proper facilities for such access and for inspection; but such right of inspection and any actual inspection, shall in no way relieve the CONTRACTOR from performance of the WORK in accord with requirements of CONTRACT or from any other duty, obligation or liability imposed upon him by the CONTRACT. The fact that materials have been accepted at shop or wherever the WORK is in preparation or progress shall not prevent its rejection under provisions hereto at building either before or after its installation.

#### **3.5.4 CLIENT/ CONSULTANT sole judge for Quality**

The intent herein is that each and every type and/or kind of material shall be fabricated and finished and erected and/or installed in best known possible manner by skilled artisans and mechanics.

### **3.6 Construction Procedures:**

#### **3.6.1 Commencement of WORK**

The CONTRACTOR shall commence WORK within a period of **Seven (07)** days after the receipt by him of the Letter of Award of WORK from OWNER.

#### **3.6.2 Workmen and Public:**

Take all usual and necessary precautions to prevent accidents or injury to all persons, and any damage to property on, about or adjacent to premises where WORK is being performed and erect and keep in place at all times all usual, proper, necessary and required danger signs, safeguards and fencing. CONTRACTOR shall indemnify

**3.6.3 Emergencies:** In any emergency affecting safety of life or of WORK or of adjoining property, CONTRACTOR without special instruction or authorization from OWNER is hereby permitted to act at his discretion, to prevent such threatened loss of injury, and he shall so act, without appeal if so instructed / authorized.

**3.6.4 Accidents:** Should a serious or fatal accident occur during execution process, CONTRACTOR shall immediately notify OWNER and cause an investigation to be conducted at once into cause of such accident and full testimony taken with photographs, and tests, to determine complete cause thereof.

**3.6.5 Utilities and WORK:** In addition to requirements indicated herein, protect any utilities and WORK of any kind against damage or interruption of service except as specifically directed or authorized. Damage or interruption of service resulting from failure so to do shall be repaired and/or restored promptly by or at the expense of the CONTRACTOR without cost to the OWNER.

**3.6.6 Fire Provide:** Adequate protection against fire hazards and observe all care precautions against such hazards.

**3.7 Watchmen:** Provide adequate and competent watchmen, to guard the WORK from time the WORK is commenced until "Certificate of Final Acceptance" is issued and/or until ARCHITECT and/or OWNER directs otherwise.

### **3.7 Bad WORK, Default, etc.**

#### **3.7.1 General**

If it shall appear to the ARCHITECT and/or OWNER that any WORK has been executed with unsound, imperfect or unskilled workmanship, or if materials of any articles provided by the CONTRACTOR for the execution of the WORK are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR, shall, on demand in writing from the ARCHITECT and/or OWNER specifying the WORK or materials or articles complained of, notwithstanding that, the same may have been inadvertently passed, certified and paid for

### **3.8 Completion**

#### **Final Certificate of Completion**

On completion of WORK the CONTRACTOR shall so notify the Owner in conducting inspections and any final tasks that may be prescribed by the CONTRACT to determine successful completion of the WORK. CONTRACTOR shall be furnished with a Certificate by the OWNER of such completion, but no such Certificate shall be given, nor shall the WORK be considered to be complete until CONTRACTOR shall have removed from the premises on which the WORK shall be executed all surplus materials and rubbish, and cleaned off the SITE in, upon or about which the WORK is to be executed or which he may have had possession for the purpose of the execution thereof, nor until the WORK

shall have been certified by the ARCHITECT and/or OWNER whose certificate shall be binding and conclusive against CONTRACTOR

### **SITE Clearance**

On Completion of WORK, or earlier as directed by the OWNER or as otherwise specified, CONTRACTOR shall remove all construction material, Temporary structures erected by him at the SITE of WORK. Remove all debris, and shall leave the SITE in a neat and tidy condition to the satisfaction of the OWNER. All such WORK, however, shall be in conformity with Clause 3.6.15 of these Conditions of CONTRACT.

## **3.9 Payments**

### **Interim Payments.**

#### **General:**

After verification of bill at site, its quality and quantity as per the specification, entire satisfaction of CLIENT, within two weeks after bill submittal.

#### **Secured Advances:**

NO SECURED ADVANCE WILL BE PAID.

## **3.10 Reduction of Rate**

The OWNER shall have full power to reduce the rates for such items which have not been properly carried out but can be accepted otherwise. The decision of OWNER with respect to reduction of rates will be final and binding on the CONTRACTOR. This will apply to such items also which might have been paid in full earlier but defects are detected later.

### **3.10.1 Form of Payment**

**3.10.1.1 General:** Payments due to CONTRACTOR will be made by crossed cheque only.

**3.10.1.2 Interest:** No interest will be paid to the CONTRACTOR or anybody else, on CONTRACTOR's Earnest Money, Security Retention, amounts of bills, or any other amounts of CONTRACTOR remaining with the OWNER for any period.

### **3.10.2 Deduction from Payments**

5% of the bill amount will be deducted as retention money.

### **3.10.3 Final Payments**

The CONTRACTOR shall submit to the ARCHITECT and/or OWNER the following documents before receiving the final payments from the OWNER.

**3.10.3.1 Completion Certificate:** Completion Certificate for the whole of the WORK issued by the OWNER which shall signify the complete handing over of all parts of the

WORK, under the CONTRACT, by the CONTRACTOR to the ARCHITECT and/or OWNER.

**3.10.3.2 Affidavit to Quality:** An affidavit by the CONTRACTOR, that the WORK has been executed according to a first-rate standard and sound engineering practices and have no concealed defects known to him.

**3.10.3.3 Certificate of Agreement:** Cert. of Agreement with all measures and decisions taken by the OWNER and their representatives in the course of and in connection with the WORK and the execution of the CONTRACT.

### **3.10.4 Liquidated Damages**

**3.10.4.1 Liquidated Damages** If CONTRACTOR shall fail to complete the WORK within the time prescribed, he shall pay to the OWNER as liquidated damages for such a default and not as a penalty, the following sum of money for every calendar day or part thereof which shall elapse between the time prescribed by the Conditions and respective dates of completion of the total WORK:

**(0.1 %( point one percent) of Total Contract Price at the time of signing of CONTRACT, per day or up to maximum of 10% (ten percent) of the contract value)**

OWNER may without prejudice to any other method of recovery deduct the amount of such damages from any moneys in his hand due or which may become due to the CONTRACTOR. The payment or deduction of such damages shall not relieve CONTRACTOR from his obligations to complete the WORK, or from his obligations and liabilities under this CONTRACT.

### **3.10.5 Escalation:**

All prices and unit rates in the CONTRACT are fixed and shall remain unchanged for the entire duration of the CONTRACT. If any Direct Tax is imposed by the Government on any of the items included in the CONTRACT, rates shall be adjusted accordingly, this does not include Indirect Tax this adjustment shall be made only upon CONTRACTOR's furnishing to the OWNER sufficient documentary evidence of the rate of tax per item.

### **3.11 Failure to Commence WORK**

without reasonable excuse has failed to commence WORK or has suspended the progress of WORK for **seven (7) days** after receiving from OWNER written notice to proceed.

#### **3.11.1.2 WORK not in accordance with CONTRACT**

is not executing WORK in accordance with CONTRACT or is persistently or flagrantly neglecting to carry out his obligations under the CONTRACT; or

#### **3.11.1.2 Sub-letting**

Has to the detriment of good workmanship or, in defiance of OWNER's and/or ARCHITECT's instructions to contrary, sub-let any part of the CONTRACT; or

#### **3.11.1.3 Breach of CONTRACT**

has committed a breach of any of the terms and conditions of CONTRACT or in any case in which the CONTRACTOR shall have rendered himself liable to pay compensation.

### **3.12 OWNER's Rights**

OWNER shall have the power to adopt any of the following (or all courses as they may deem best suited to the interest of OWNER:

### **3.13 Suspension of WORK**

#### **3.13.1 General**

CONTRACTOR shall, on the written order of OWNER, suspend the progress of the WORK or any part thereof for such time or times and in such manner as OWNER may consider necessary and shall during such suspension properly protect and secure the WORK so far as is necessary in the opinion of ARCHITECT and/or OWNER or as required under the CONTRACT.

#### **3.13.2 Costs for Suspension**

The extra cost including demurrage (if any) incurred by CONTRACTOR in giving effect to OWNER's instructions under this Clause shall be borne and paid by the OWNER unless such suspension is:

- (1) Otherwise provided for in the CONTRACT, or
- (2) Necessary for the proper execution of the WORK for any reason whatsoever or by reason of weather conditions affecting the safety or quality of the WORK, or by some default on WORK, or by some default on the part of CONTRACTOR, or
- (3) Necessary for the safety of the WORK or any part thereof.

### **3.14 Date and Time Periods**

#### **3.14.1 Date of Commencement of WORK**

The date of issue of Letter of Award of WORK by OWNER.

#### **3.14.2 Completion Period**

The time allowed for carrying out the WORK as entered in the CONTRACT shall be **06 Months** and be reckoned from the date of issue of Letter of Award. The WORK shall throughout the stipulated period of the CONTRACT be processed with all due diligence (time being deemed to be the essence of the CONTRACT).

#### **3.14.3 "Period of Maintenance"**

The "Period of Maintenance" shall mean a period of **06 months** as calculated from the date of issue of the "Final Certificate of Completion". The WORK shall at, or, as soon as practicable after the expiry of the "Period of Maintenance", be delivered to OWNER to

his satisfaction in as good and perfect condition (fair wear and tear excepted) as that in which they were at the commencement of the "Period of Maintenance.)

**A. SPECIAL CONDITIONS OF CONTRACT**  
(Blank spaces to be filled in by the Tenderer)

<u>Subject</u>	<u>Provision</u>
<b>3.A.1</b> Amount of Bid Bond	<b>2 % (Two Percent)</b> of the Contract value in shape of DD/Pay order by scheduled bank
<b>3.A.2</b> Minimum Amount of Third Party Insurance.	as per contract and legal requirements
<b>3.A.3</b> Proposed Time of Completion of the work.	<b>06 Months</b>
<b>3.A.4</b> Billing mode	Minimum amount of RA Bill will be 3.0 M or above
<b>3.A.5</b> Interim payment	As per conditions of contract
<b>3.A.6</b> Amount of Liquidated Damages for late completion, for each Calendar day thereof, after the completion date	0.1% per day up to max. of 10% of the Final Contract Price
<b>3.A.7</b> Mobilization Advance	10% of the contract value will be given against bank Guarantee.
<b>3.A.9</b> Percentage of Retention.	<b>5% of the bill amount will be deducted as retention money.</b>
<b>3.A.10</b> Period of Maintenance	<b>06 Months</b>
<b>3.A.11</b> CONTRACTOR's address for service of notices.	_____ _____
<b>3.A.12</b> OWNER's address for service	Sukkur IBA University Nisar Ahmed Siddiqui Road, Sukkur

### 31. APPENDIX 'I' TO THE CONDITIONS OF CONTRACT

#### AGREEMENT

THIS CONTRACT ("Contract") is made at Sukkur this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

1. **Sukkur IBA University**

**AND**

2. **M/S \_\_\_\_\_**

Sukkur IBA University and M/S \_\_\_\_\_ are collectively referred hereto as the "Parties" and individually as the "Party".

WHEREAS:

1. Sukkur IBA University intends to get the work done Miscellaneous work at Sukkur IBA University
2. M/S \_\_\_\_\_ represents that it has the requisite experience and expertise to undertake to do the work Miscellaneous work at Sukkur IBA University
3. 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:

1. 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
2. This Contract shall be effective from \_\_\_\_\_ ("Effective Date").
3. 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.
4. 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.
5. Before start of work, the "Contractor", shall submit the work completion schedule.
6. M/S \_\_\_\_\_ agrees to work completion schedule and also submit supply of items in details and time.
7. 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 remaining quantities.
8. Shop drawings must be submitted before execution of any activity, get its approval from the client and Consultants.
9. M/S \_\_\_\_\_ agrees to abide by the BOQ, specifications and drawings complete in all respects.
10. M/S \_\_\_\_\_ shall be solely responsible for the Project and other works and services set out in this Contract.
11. Liquidated damages in case of non-completion of the work or for delay, must be 0.1% 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.
12. Completion period of the work in all respects i-e its functioning is 06 (Six Months)



13. Defect Liability and maintenance period would be (06) months

14. Month from the date of issue of Completion certificate.

15. If the performance of the Project is delayed, with reference to the Project Execution Schedule, on account of M/S \_\_\_\_\_ default, by one weeks, Sukkur IBA University shall have the right to terminate this Contract.

16. Time shall be of the essence of this Contract.

17. Following documents shall be deemed to form and be read and construed as part of this agreement.

- a) The conditions of the contract.
- b) Specification
- c) The drawings.
- d) Bill of quantities (BOQ).

16. 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/ \_\_\_\_\_

Mr. \_\_\_\_\_  
Project Manager  
M/S \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of Sukkur IBA University

2. Engr. Ubedullah Soomro  
Project Director  
Sukkur IBA University

Mr. Sayed Mir Muhammad Shah  
Vice Chancellor  
Sukkur IBA University

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*(Note: This agreement should be signed on stamp paper of Rs: 500/-)*

### **GENERAL SOURCE OF SUPPLY OF MATERIAL/ GENERAL NOTES**

- 1.** Bricks in Pacca brick works used in sub structure will be from Rahim Yar Khan (A-I Quality, approved by Client)
- 2.** Bricks in face brickwork will be from Lahore. (A-I Quality, approved by Client).
- 3.** Fine aggregate (Hill sand) will be from Bholari quarry.
- 4.** Coarse aggregate (Crush stone, Ballast) will be from Uban Shah.
- 5.** Deformed Steel from Karachi (60 grade steel by Amerli/Razaque) will be used, no any rust will be allowed, at site steel must be covered with plastic covers to save it from humidity/moisture.
- 6.** DG cement (Manufactured at Dera Ghazi Khan) will be used in all construction work. Proper and adequate steps must be taken for curing.
- 7.** New Steel/marine ply shuttering will be used for RCC work in, columns, and beams.
- 8.** Up to plinth level Sulpahte Resistant Cement ( DG) will be used
- 9.** All material to be used will be laboratory tested along with authentication certificate and finally selected by the client/ Consultant.
- 10.** Use of vibrator is must in every RCC work.
- 11.** Before execution of any activity, shop drawings must be submitted for its approval, then execution, if required sample should be prepared for approval.
- 12.** Batch plant/ Semi Auto mixers shall be used in cementing work.
- 13.** Before start of work proper work schedule for completion on Bar Chart, or on any software based planning schedule for whole project must be submitted, along with this a fortnightly schedule to monitor and evaluate the progress of work.
- 14.** Qualified and Experienced engineer must be available at site.
- 15.** You must establish site office along with site material testing lab for material testing.
- 16.** All safety measures for Staff, Surrounding property etc. must be taken as asked by Client.

Name of firm/Contractor: \_\_\_\_\_

Seal and Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**Miscellaneous Civil works at Sukkur IBA University.**

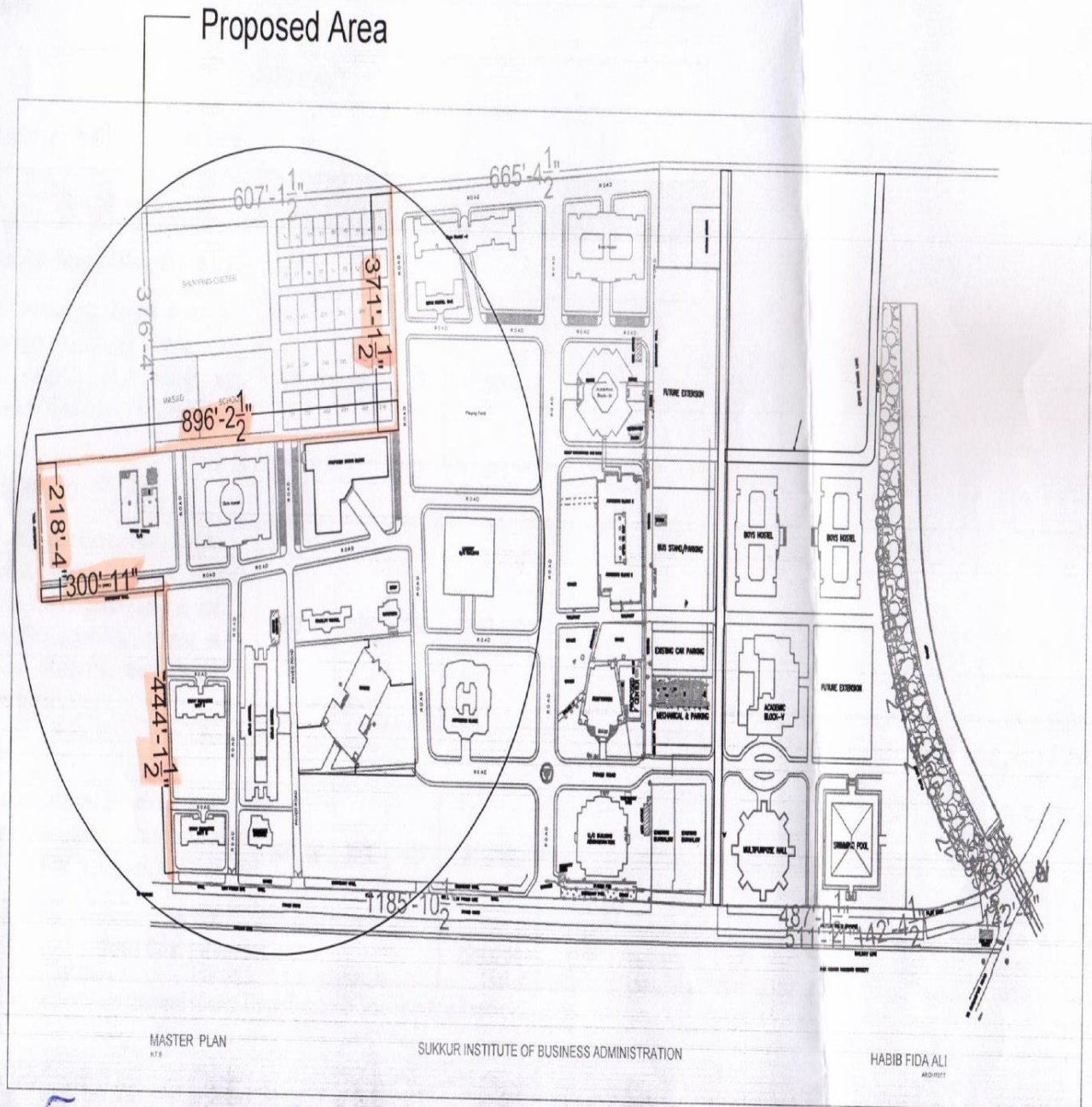
<b>PART-A Raising of Boundary wall -2233 feet long</b>					
<b>S.No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
<b>1</b>	<b>Removal and Re fixing of Ms grill ( on the wall )</b>				
	Removal of the existing MS grill, stored at proper place safely and Re fixing over raised wall in proper position, including any repair complete in all respect as directed by engineer	2232.50	RFT		
<b>2</b>	<b>BRICK MASONRY -9" thick</b>				
	Providing and laying brick masonry from Rahimyar Khan (Gomal/SPL or as approved ) with grooved joints including all beds and mortars complete in respects i/c curing as Brick Masonry (Ratio 1:4) directed by the Engineer In charge.	7813.75	SFT		
<b>3</b>	<b>Razor wire</b>				
	Providing and fixing the 24-inch dia razor wire at the desired position. The wire opens / covers 1.5 ft / kg. Complete in respects, as directed by engineer	2000.00	RFT		
<b>TOTAL PART (A)</b>					
<b>Part- B Security Fence work</b>					
<b>S No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
<b>1</b>	Providing & fixing Ms Iron angle "Y" shape placed at 2' C/C . Each angle of 1.5" x 1.5" - #2 measures 6 feet and weights 1kg per feet.( 6kg per angle ) .i/c the cost of welding with Grill , making cuts / holders @ 6" c/c , painting ( 03 coats- oil paint ) complete in all respect as per drawing or directed by engineer in charge	115	Nos		

<b>2</b>	<b>Barbed wire</b>				
	Providing and fixing barbed wire on wall / grill at any height. the wire should be twisted, galvanized with barbs at max spacing of 2" c/c with barbs fixed between wires. the per kg weight of wire covers 18 ft. complete in all respect as per drawing or directed by engineer in charge	1603	RFT		
<b>3</b>	<b>Razor Wire</b>				
	Providing and fixing 24" dia razor wire at any the desired height / position The wire open/ covers 1.5 ft/kg. Complete in all respects as per drawing or as directed by engineer in charge	5308.08	RFT		
<b>4</b>	<b>MS Iron Grill</b>				
	Providing & fixing above wall ( 3/8" x 3/8" solid square bar) making arrows on top as per drawing i/c two coats of premier with three coats of black oil paint as per specification or as directed by the Engineer.(for reference visit sample at campus-I)	4220.68	SFT		
<b>5</b>	Supply and installation of Boom barrier of double galvanized iron pipe 24 feet clear distance, 3 inches dia IILM (12swg). Two stands of U channel 4" X 2". GI pin for rotation not less than 50mm dia with bearings. This item includes two reinforcement concrete foundation as per drawings and all to the full satisfaction of Engineer. Solid Mass as dead weight (including frame) shall be add at one end of horizontal pipe. And the price include panting with primer paint and red and white paints and the rope 10m length The price included any work and all accessories to finish work as per specifications and manufacturer recommendations.	2	Nos		
<b>TOTAL PART (B)</b>					

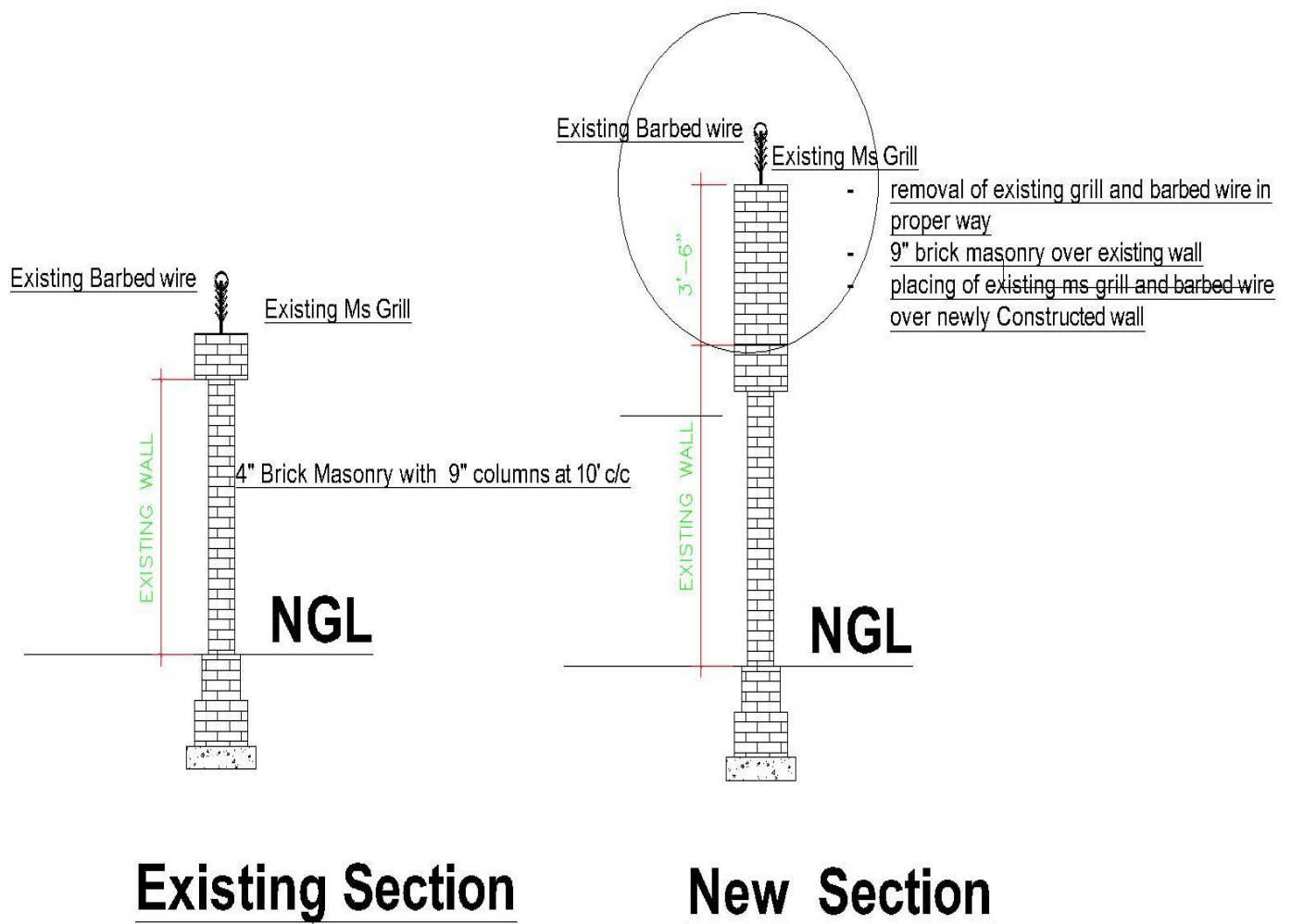
<b>PART-C Parking Platform work</b>					
<b>S No</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
<b>1</b>	<b>BACK FILL</b>	8370	Cft		
	Earth filling with imported sweet sand (River sand), compaction up to 95 % density or as approved , complete in all respects.				
<b>2</b>	<b>LEAN CONCRETE</b>	2980.89	Cft		
	Providing and laying Plain cement concrete, using SRC (Ratio 1:4:8) under foundation as per drawing in any and at all locations complete in all respects i/c curing, with steel / marine ply shuttering etc.				

3	<b>PAVERS</b>				
	Providing and laying 197 x 97 x 60 mm pre cast fair faced pigmented SRC Pavers by Envicrete or as approved (City/Cobble) laid in 2" thick stone powder in approved pattern i/c all cost of carriage as per drawing or as directed by the Engineer In charge .	8,370	Sft		
<b>TOTAL PART (C)</b>					
<b>GRAND TOTAL (A+B+C)</b>					

## Raising Boundary wall Plan

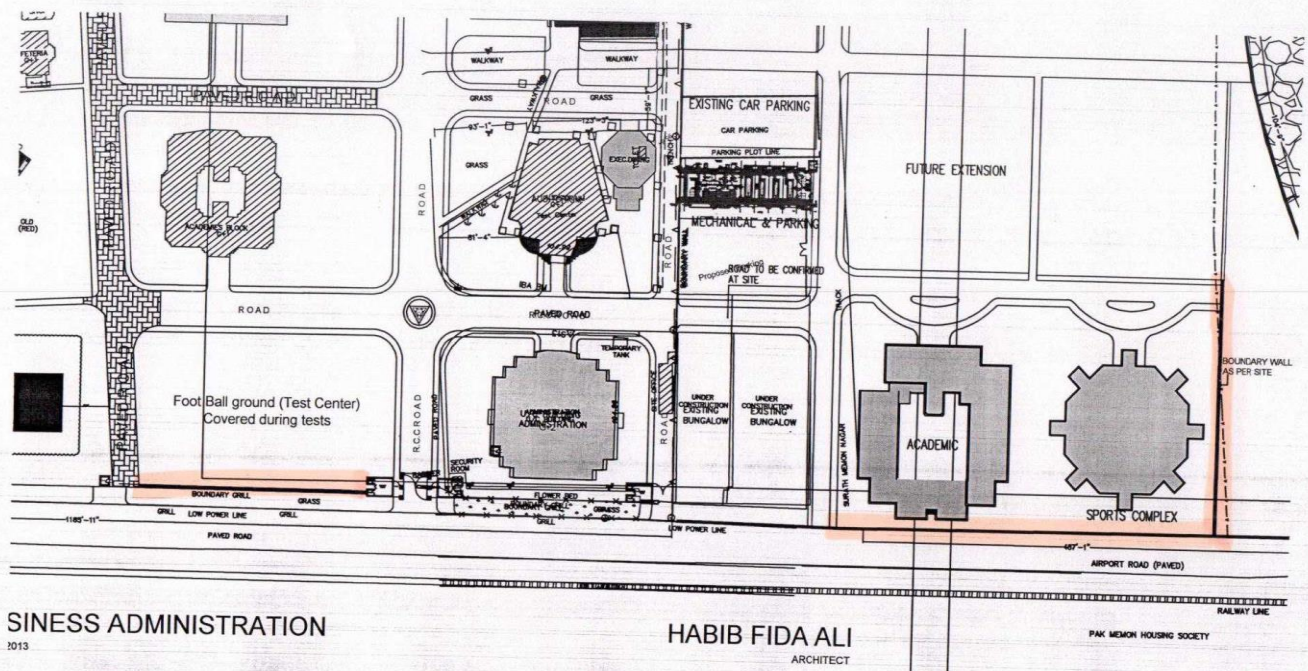


Total Length = 2232.5 ft.





## Security fence (Grill and Razor wire plan)



\* Main Campus  
Grill and Razor wire  
(Proposed)



\* Campus-II  
Proposed Area for  
Gall and R<sub>2</sub>

