



**Tender Documents for Supply & Replacement
Work of Compressor and Accessories of Air-
Cooled Screw Chiller at Sukkur IBA University
Tender # PROC/389**

Sukkur IBA University
Nisar Ahmed Siddiqui Road Sukkur

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Sukkur IBA University
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NOTICE INVITING RE-TENDER

Tender # PROC/389

Sukkur IBA University invites sealed tenders from well-established, reputed, and experienced firms registered with the income tax and sales tax (SRB) department for the Supply and Replacement work of the Compressor and accessories of the Air-Cooled Screw Chiller.

S. No.	Name of Work	Estimated Cost Rs. in Million	Bid Security	Tender Fee	Period of Contract
01	Supply and Replacement of Compressor and accessories of Air-Cooled Screw Chiller	13.5	2% of the Bid Amount	2000	06 Months

1. Eligibility: Valid Registration with FBR, SRB.
2. Qualification:
 - (i) List of similar assignments undertaken over the past 03 years.
 - (ii) Details of equipment & machinery owned/leased/hired by firm/contractor.
 - (iii) Financial Statement (summary) and income tax return for the last 03 years.
 - (iv) List of litigation (if any) their nature and status/outcomes.
 - (v) Evidence shows that the annual turnover of the company is more than the estimated cost.
 - (vi) Company profile (including Date of establishment, details of the work done, work in hand, details of technical staff/ manpower engaged etc.)
 - (vii) Affidavit that firm is not blacklisted.
3. Method of Procurement. **Single Stage Single Envelope**
4. Bidding/Tender Documents:
 - (i) Issuance: Documents will be issued from date of publication **22-June-2024 to 09-July-2024**, on payment of a Non-Refundable tender fee in shape of Pay Order in favor of Sukkur IBA University.
 - (ii) **Submission:** Last date will be 09-July-2024 at 3:00 pm.
 - (iii) **Opening:** will be opened on 09-July-2024 at 3:30 pm.
 - (iv) Place(s) of issuance, inquiries, and opening will be:-
Address: Admin Block, Sukkur IBA University, Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644025, Fax: 071-5804419
5. Terms & Conditions.
 - (a) Under the following conditions bid will be rejected:-
 - (i) Conditional, electronic, and telegraphic bids/tenders.
 - (ii) Bids not accompanied by bid security of required amount and form.
 - (iii) Bids received after a specified date and time.
 - (iv) Blacklisted firms.
 - (b) **Bid validity Period: 90 days.**

The Procurement Agency reserves the right to reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.

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

PROJECT DIRECTOR
SUKKUR IBA UNIVERSITY
Nisar Ahmed Siddiqui Road, Sukkur.
Ph: 071-5644025-26 Fax: 071-5804419



CONTENTS

S. NO	DESCRIPTION	PAGE NO.
1	INVITATION FOR BIDS	04
2	INSTRUCTIONS TO BIDDERS	05
3	BIDDING DATA	07
4	SPECIFICATIONS	08
5	CONDITIONS OF CONTRACT	10
6	TECHNICAL QUALIFICATION CRITERIA	15
7	BILL OF QUANTITIES	17
8	INTEGRITY PECT	19
9	GENERAL CONDITIONS OF CONTRACT	21
10	SECURITIES / GUARANTEES	27



INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1. The Sukkur IBA University invites sealed tenders from well-established, reputed, and experienced firms registered with the income tax and sales tax (SRB) department, and Pakistan Engineering Council for the Replacement work of Compressor and accessories of Air-Cooled Screw Chiller.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office of Project Director, Sukkur IBA University upon payment of a non-refundable fee of Rupees 2,000/= (*two thousand rupees*). Bidders may acquire the Bidding Documents from the Office of the Project Director, Sukkur IBA University, at pd@iba-suk.edu.pk.
3. All bids must be accompanied by a Bid Security of 2% percent of the bid price in the form of (*pay order / demand draft / bank guarantee*) and must be delivered to PD Office (Administration Block) at or before 15:00 hours, on June 04, 2024. Bids will be opened at 15:30 hours on the same day in the presence of bidders 'representatives who choose to attend, at Board Room Administration Block of Sukkur IBA University.



INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The Sukkur IBA University intends to carry out the Replacement work of Compressor and accessories of Air-Cooled Screw Chiller along with ensuring the quality and quantity is up to the mark.
- 1.2 The bid is to be completed and submitted to the Sukkur IBA University, Sukkur in accordance with these Instructions to Bidders.

2. Eligible Bidder

- 2.1 The Invitation for Bid is open to the firm based and registered in Pakistan with relevant tax authorities.

3. Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Sukkur IBA University will in no case be responsible or liable for those costs.

4. Assurance

- 4.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to carry out the Replacement work of Compressor and accessories of Air-Cooled Screw Chiller smoothly in pursuant to the Contract, within the time set forth therein.

5. Filling, Sealing & Delivery of Tender Documents

- 5.1 The bidder will be bound to fill & seal the tender document according to a single stage one envelope procedure.
- 5.2 Title of Bid should be clearly mentioned on front of envelope with bold marker.
- 5.3 The Name of Bidder/Firm, Telephone Number and Address should also be mentioned on both envelopes (Technical Bid & Financial Bid).



TECHNICAL SPECIFICATION

Objective:

The primary objective of this project is to replace the existing compressor and accessories (including control cards) in the air-cooled screw chiller to ensure optimal performance and reliability of the cooling system.

Equipment Detail:

McQuay Air Cooled Screw Chiller # 01 is installed for Air Conditioning of Academic Block II at Main Campus of Sukkur IBA University, having the following parameters:

Chiller Make:	MCQUAY
Chiller Model:	MCS170.1FST2
Nominal Capacity:	625 kW
Refrigerant:	R22

Description of Work:

Compressor Replacement

Removal of the existing compressor, including disconnection of all associated piping, electrical connections, and fittings.

Installation of a new compressor that matches the performance specifications of the original equipment. The new compressor should be compatible with the existing chiller system.

Reconnection of all piping, including suction and discharge lines, and electrical connections, ensuring compliance with all current safety and operational standards.

Conducting a thorough test of the compressor functionality to check for leaks, pressure issues, and operational efficiency.

Accessories & Control Cards Replacement:

Dismantling and removal of the existing control cards that manage the operational functions of the chiller.

Installation of new, up-to-date control cards designed for better efficiency and integration with modern monitoring systems.

Configuration and programming of the control cards to ensure they are fully operational and tailored to the specific requirements of the facility.

Verification of communication between the control cards and other chiller system components, ensuring seamless integration and functionality.



Testing and Commissioning:

Conduct comprehensive testing of the chiller system post-installation to ensure it meets all operational parameters. This includes testing under load conditions to verify correct system response and stability.

Perform safety checks and system diagnostics to ensure all components are functioning correctly without risk of failure.

Commissioning of the system, including a step-by-step procedure to bring the chiller to full operational status.

Safety and Compliance:

Adhere to all applicable local, state, and federal regulations and standards during the installation.

Ensure that all work is performed in a manner that prioritizes safety and environmental considerations.

Warranty and Support:

Secure a warranty for the new compressor and control cards that covers parts and services work for 1 year from the date of commissioning.

Arrange for ongoing support and maintenance services post-installation to ensure continued operational efficiency and to address any issues that may arise.



BIDDING DATA

(a)	Name of Procuring Agency:	Sukkur IBA University
(b)	Brief Description of Works:	Supply & Replacement of Compressor and Accessories of Air-Cooled Screw Chiller
(c)	Procuring Agency's address:	Sukkur IBA University, Nisar Ahmed Siddiqui Road Sukkur,
(d)	Estimated Cost:	13.5 million
(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 bededucted from bills, (Retention Money)	5% Amount if performance bond is Submitted
(i)	Deadline for Submission ofBids along with time:	As notified in NIT
(j)	Venue, Time, and Date ofBid Opening:	As notified in NIT
(k)	Time for Completion	05 Months
(l)	Time of Maintenance	12 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, registrationwith the Sindh Revenue Board in case of Procurement of Works and Services and registration with Pakistan Engineering Council the case may and is not blacklisted in anyprocuring agency or authority. - At least three years' relevant experience - At least three years turnover details that average turnover of last three years should not be less thanRs 13.5 million.
(p)	Other Terms & Conditions	



<p>(a) 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) Undertaken 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 an 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>
<p>(b) 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 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>(q)</p>	<p>For any query and clarification about BoQ items and drawings etc. bidder may contact the Directorate of Works & Services of this University in working hours.</p>

Sign & Stamp of 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 Head of Procurement. However, BoQ and execution of work shall be performed with due approval & supervision of HVAC Engineer or subordinate-in-charge of the work. Failing such authorities the contractor shall have no claim to ask for measurements 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 work, the contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on a prorate basis.

Clause - 2: Liquidated Damages. 2% liquidated damages of the total amount will be imposed per month for which the company/firm/agency failed to complete work within the delivery/execution period and maximum up to 10%.

Clause-3: Termination of the Contract.

“Sukkur IBA University” may terminate this contract if the job is not executed according to the requirement at any time after issuing a 15 days’ notice. Sukkur IBA University reserves the right to accept or reject any or all contract(s) or terminate proceedings at any stage in accordance with the rules & regulations in the relevant SBD notified by SPPRA.

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 to sanction to estimates. In such a case, either the date of commencement will be changed, or the period of completion is to be extended accordingly.

Clause –5: Extension of Intended Completion Date. A variation Sukkur IBA University, Sukkur either at its own initiatives before the date of completion or on desire of the contractor may extend the intended completion date, if an event (which hinders the execution of contract) occurs or a variation order is issued which makes it impossible to complete the work by the intended completion date for such period as he may think necessary or proper. The decision of the Executive Engineer in this matter shall be final; where time has been extended under this or any other clause of this agreement, the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement. When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.



Clause –6: Specifications. The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Project Director or HVAC Engineer and initiated by the parties, the said specification being a part of the contract.

Clause–7: Payments. Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance from HVAC Engineer and Project Director is required before the process of bill/invoice.

Clause–8: Reduced Rates. In cases where the items of work are not accepted as so completed, the Project Director may make payment on account of such items at such reduced rates as 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. Any cumulative variation, beyond 15% of the initial contract amount, shall be subject to 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 IBA authorities may instruct the contractor to uncover and test any part of the works which he consider 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.

Clause–11: Inspection of Operations. HVAC 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.

Clause–12: 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 which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or becomes apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense.

Clause-13: Measures for prevention of fire and safety measures. The contractor shall not set fire to any standing jungle, trees, bush-wood, or grass. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation for all damage done intentionally or unintentionally on or off the site by the contractor's labor shall be paid by him. All staff must have CNIC and clearly mentioned to

discourage work through child labor. SIBAU is a no smoking zone. Life Insurance / Security of worker will be the responsibility of contractor. SIBAU will not be responsible for any mishap.

Clause-14: 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 Project Director. 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-15: Disputes. In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the Sukkur IBA University and CEO of the "THE CONTRACTOR" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Sukkur binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Sukkur.

Clause-16: Site Clearance. On completion of the work, it will be responsibility of the Contractor to remove debris/sludge/garbage/waste material/left over material, machineries, equipment, and manpower from the site at their own cost after completion of works/jobs/project. However, clearance will be required from the Project Director.

Clause -17: Financial Assistance /Advance Payment.

(a) **Mobilization advance:** 50% mobilization advance is allowed conditionally with the submission of Bank Guarantee.

(b) **Secure Advance:** Secure advance is allowed conditionally with the delivery of material at site.

Clause-18: Performance Security. Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee after acceptance of the Work Order.

Clause-19: Receiving/Acceptance of Work Order: The contractor will sign the copy of the Work Order as acknowledgement.

Clause-20: Place of Execution: As specified in the Work Order.

Clause-21: Quantity Delivered: Competent Authority reserves the right to remove any item or work as per rules.

Clause-22: Condition of Works: All works must meet in all respects with the BoQ of the Order and must be in good condition otherwise they will be liable to reject.

Clause-23: Delivery of Works: All the works must be executed to the specified site of the Sukkur IBA University.

Clause-24: Rejection of Works: Sukkur IBA University, Sukkur reserves the right to cancel any or all the items if works is not in accordance with our specification or if delayed occurred.

Clause-25: Price / Rate/Charges/Cost: Rate / charges / cost must be quoted on Tender Form only and submitted in sealed envelope. The quoted rate/charges/cost will be final, and no change will be accepted after opening of tenders, unless or otherwise if change in specs occurred.

Clause-26: Bid Security: 2% Bid Security should be on Total Amount submitted/attached along with the tender form in shape of PAY ORDER / DEMAND DRAFT only in the name of Sukkur IBA University.

Clause-27: Rules, Regulations & Policies: All rules, regulations and policies will be governed in accordance with the SPPRA & SIBAU PP&P.

Clause-28: Rights: SIBAU, Sukkur may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules. SIBAU, also reserve the right to issue Work Order for any part of project to different lowest responsive bidders or issue Work Order for all the project to any lowest responsive bidder.

Clause-29: SIBAU, Priorities: SIBAU reserves the right to award contract in phases accommodation wise as per SIBAU priorities.

Clause-30: Government tax(es), levy(es) and charges(s): All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per SRO and as per applicable rates / denomination of Purchase / Work Order.

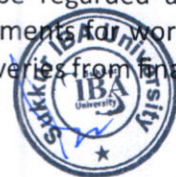
Clause-31: E-Stamp Duty: Stamp duty as per Sindh Government' rules for Services against total value of Work Order will be levied accordingly.

Clause-32: Measurement Book: Entry & Endorsement in Measurement Book for all jobs completed is mandatory. The Measurement Book is to be countersigned by Project Director on each occurrence / daily basis.

Clause-33: Blacklisted: Contractor is required to provide affidavit that the firm is not Blacklisted from any of the government / semi government / private organization / firm /agencies / department etc.

Clause-34: Envelops: The contractor must submit Original + One copy of the complete bid document in separate envelops along with BoQ. These two envelops further enclosed in one envelop.

Clause-35: Defect Liability Period: All such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payment for work done and completed and shall not preclude the Engineer-in-charge from recovering from final



bill and rectification of defects and unsatisfactory items of works pointed out to him during defect liability period. Defect Liability Period at least 3 months after completion of the work.

Clause-36: Site Visit: The bidders are advised to visit and examine the Site of the works and its surroundings and obtain for themselves all information that maybe necessary for preparing the bid and entering a contract for the Works.

Clause-37: Verbal Instruction(s): No verbal instruction(s) / order(s) will consider valid. Any alteration/deletion/addition will only be considered if provided in writing by Project Director / HVAC Engineer.

Clause-38: Limit of Retention Money: Limit of retention money shall be 5% of the contract price stated in the Letter of Award.

Clause-39: Payment of Retention Money:

a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money shall be certified for the payment.

b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified for payment to the Contractor.

Clause-40: Completion Time: 180 days from issuance of LoA.

Clause-41: Conditional /Optional / Alternate Bids: Such bids will not be accepted.



TENDERER'S QUALIFICATION / EVALUATION CRITERIA

I. MANDATORY REQUIREMENTS BEFORE EVALUATION OF TENDER

- a. Bidder must be registered with Pakistan Engineering C-4 (ME-01)
- b. Bidder should have completed minimum five (5) similar nature of work(s) of same / above capacity in the last 3 Years (complete detail with completion latter required)
- c. Bank Statement for Last 3 Years, Minimum turnover of twice of estimated cost for at least any one year.
- d. The Firms / Bidders / Suppliers blacklisted by any Government / Semi Government Organizations shall not be eligible to bid. Affidavit to be submitted.
- e. The Firms / Bidders / Suppliers in litigation with any Government / Semi Government Organizations shall not be eligible to bid. Affidavit to be submitted.
- f. The Firms / Bidders / Suppliers who have failed to perform as per Contract with the Government / Semi Government Organization will not be eligible to bid. Affidavit to be submitted.
- g. Organization structure of the "Contracting Firm" (whether the firm is a partnership or Limited Company etc.
- h. Programmer of work to ensure that the work will be completed within the stipulated time on the prescribed format.

NOTE. THE EVALUATION OF ANY THESE BIDDERS SHALL BE CARRIED OUT WHO WILL COMPLY WITH THE ABOVE PARAMETERS.

II. TECHNICAL EVALUATION OF TENDER

- A. It will be examined in detail whether the goods offered by the bidder comply with the technical provisions of the technical bidding documents. For this purpose, the bidder's data submitted with the bid will be compared with the specific work data prescribed by the Employer and technical, feature / criteria of the Goods detailed in the technical provisions. Other technical information submitted by the bidder regarding the scope of work will also be reviewed. In addition to this following Technical Details / Requirement must be provided / complied with the Tender Documents (Technical Bid).
- B. Tender shall be rejected if it is non-submission of verifiable proofs against the mandatory as well as general documentary, qualification, and eligibility related requirements.



C. Technical Evaluation:

The firm cleared from initial screening will be evaluated as per following criteria:
The Financial Proposal of only Qualified firms will be considered.

SR.#	Details	Points
01	<i>Draft of Earnest Money</i>	<i>Mandatory</i>
02	<i>Bid /Quotation (As per pattern)</i>	<i>Mandatory</i>
03	<i>Certificate of Registration in Pakistan Engineering Council</i>	<i>Mandatory</i>
04	<i>Income Tax Registration</i>	<i>Mandatory</i>
05	<i>Sindh Revenue Board Registration SST & GST Registration</i>	<i>Mandatory</i>
06	<i>Proof of Non-Blacklisting: Affidavit on legal paper of appropriate value (duly attested from notary public)/letterhead that the Firms / Bidders / Suppliers blacklisted by any Government / Semi Government Organizations shall not be eligible to bid.</i>	<i>Mandatory</i>
07	<i>Proof of non-litigate: Affidavit on legal paper of appropriate value (duly attested from notary public)/letterhead that The Firms / Bidders / Suppliers in litigation with any Government / Semi Government Organizations shall not be eligible to bid. Affidavit to be submitted.</i>	<i>Mandatory</i>
08	<i>Bank Statement for Last 3 Years, Minimum turnover twice of the estimated cost</i>	<i>Mandatory</i>

Notes:

- a) Please attach documentary evidence in support of your claims in the technical proposal.
- b) Bids will be evaluated in a fair, transparent, and non-discriminatory manner. To determine the Most Advantageous bid, following above mandatory scales of evaluation shall be taken into consideration for technical and financial bids.
- c) Failing to fulfill ANY of the Mandatory Requirement will disqualify the bidder from the process.
- d) After evaluation of bidders in technical evaluation process, financial bids of technically qualified bidders only will be opened later prior notice.
- e) For final grading of bidders towards contract award, Most Advantageous bid prices will be calculated to ascertain lowest bid for placement of procurement contract.



BID FORM FINANCIAL

NAME OF BIDDER/FIRM _____.

BILL OF QUANTITY

SCOPE OF WORK

TENDER FOR SUPPLY & REPLACEMENT OF COMPRESSOR AND ACCESSORIES OF AIR-COOLED SCREW CHILLER AT SUKKUR IBA UNIVERSITY

Sr. No.	Description	Qty	Unit Rate	Amount
1.1	Screw Compressor (McQuay Chiller)	01		
1.2	Carel Controller 5	01		
1.3	EVD Evolution	01		
1.4	EVD Ultracap	01		
1.5	Refrigerant Cylinder R-22 (Honeywell)	06		
1.6	Compressor Oil Gallon	05		
1.7	Oil Filter	01		
1.8	Filter Drier Core	06		
1.9	Chilled Water Temperature Sensor	01		
Total				
GST				
Total Amount of Supply Items				
2.1	Replacement of Compressor, Oil, Oil Filter, Filter Drier Core, Control Panel Accessories, Charging of Refrigerant and Startup/Testing Commissioning of Chiller	01 Job		
2.2	Rigging/Lifting and shifting of New Compressor on to the Chiller from Ground and old Compressor to the ground	01 Job		
Total				
SST				
Total Amount of Labor Charges / Services				
Grand Total (Supply + Services)				

Stamp & Signature
Supplier/Contractor/Consultant



Additional Note(s):

I. Material / quantities of this order is subject to final inspection at the time of delivery and calculations by SIBAU Maintenance / Project Department.

II. IBA reserve the right to cancel any or all the above items if work / material is not in accordance with our specifications or if the delivery is delayed / job is not completed.

III. Competent Authority reserves the right to change / alter / remove any item or article reduce / enhance quantity.

IV. No subletting in any case / items / form will be allowed.

V. That upon termination of this agreement the contractor shall be permitted to remove all its devices and equipment which may have been placed at premises from the time to time.

VI. All equipment, ladders / scaffoldings / platforms for any heights, plungers, brushes, application Rollers, buckets etc. will be brought by the vendors.

VII. The vendor will be responsible for taking all safety measures during working of his staff at any height / surfaces.

VIII. All surfaces where work was carried out required to be cleaned from stains through related equipment / tools / materials etc.



INTEGRITY PACT

Declaration Of Fees, Commission, and Brokerage etc. payable by the Suppliers/Contractors/Consultants.

M/s: _____, the contract hereby declares that:

Its intention not to 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(s).

Without limiting the generality of the foregoing the 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 the Sukkur IBA University, except that which has been expressly declared pursuant hereto.

The 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 Sukkur IBA University and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty.

The 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 Sukkur IBA University under any law, contract, or other instrument, be voidable at the option of the Sukkur IBA University.

Notwithstanding any rights and remedies exercised by Sukkur IBA University in this regard, the Supplier/Contractor/Consultant agrees to indemnify the Sukkur IBA University for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Sukkur IBA University in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by 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 whatsoever form, from Sukkur IBA University.



Note: This integrity pact is mandatory requirement other than auxiliary services / works.

Sukkur IBA University

Stamp & Signature
Supplier/Contractor/Consultant



GENERAL CONDITION OF CONTRACT

THIS AGREEMENT is executed at SUKKUR, on this day _____ of 2024.

BETWEEN

M/s Sukkur IBA University, Sukkur through its Project Director, located at Main Campus, Nisar Ahmed Siddiqui Road, Sukkur, hereinafter called and referred to as "SIBAU" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors, and assigns) of the FIRST PART.

AND

M/s _____, having its office at _____, hereinafter referred to as "THE CONTRACTOR" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "SIBAU" intends to obtain Replacement Work of Compressor and accessories of McQuay Air Cooled Screw Chiller related jobs/works as assigned in accordance with the tender Proc/384 at SIBAU Main Campus at the cost of Rs. _____ **Inclusive all taxes.** The basis with the works/jobs of items as per tender Proc/384 (SIBAU requirement) discussions in respect of the same as per determination of scope of works will be held with Project Director and "THE CONTRACTOR" have offered to render all kind of works/jobs (including but not limited to the "works/jobs mentioned in Work Order") of the proposed works up to the satisfaction & handing over the project to the "SIBAU" having accepted the offer in finished form complete in all respect.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"SIBAU" hereby offer to appoint "THE CONTRACTOR" as their official work executor for the specific purpose of "Replacement Work of Compressor and accessories of McQuay Air Cooled Screw Chiller" in respect of the same with "SIBAU" as per the determination of scope of works/jobs on suitable scale with any/all other relevant details for Replacement Work of Compressor and accessories of McQuay Air Cooled Screw Chiller. "THE CONTRACTOR" hereby agrees to the offer the "SIBAU" in acceptance of the terms & conditions here in below forth. However, the terms and conditions of the tender document Proc/384 would be integral part of this agreement.

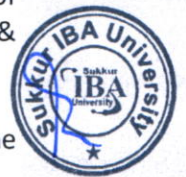


1 Article I
DUTIES & SCOPE OF WORK & AGREEMENT

- 1.1 This Agreement includes, the “services & works”, discussions with “SIBAU” as per determination of scope of services, schedule of work & timeline to suitable scale with any/all other relevant details to “SIBAU”.
- 1.2 “THE CONTRACTOR” agrees to provide any/all kind of services related to execution of work/job to “SIBAU” whenever and wherever is required as per the terms & conditions of this Agreement.
- 1.3 “THE CONTRACTOR” will coordinate for required/assigned works/jobs/project with Manager General Maintenance, of the “SIBAU” who will advise “THE CONTRACTOR” in supervision of proposed works/jobs related.
- 1.4 “THE CONTRACTOR” is bound to provide items including machineries, equipment, goods material, gadget, and manpower according to the Work Order.
- 1.5 It will be responsibility of the Contractor to remove debris/sludge/garbage/waste material/left over material, machineries, equipment, and manpower from the site at their own cost after completion of works/jobs/project. However, Clearance Note / Certificate will be required from Project Director.
- 1.6 Any additional work/job, if required / necessary etc. over and above/extra the Work Order, will be executed based on Variation Order.
- 1.7 Replacement Work of Compressor and accessories of McQuay Air Cooled Screw Chillers, as assigned in accordance with the tender Proc/384.
- 1.8 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by HVAC Engineer & Project Director on each occurrence / daily basis.
- 1.9 The Contract will require to obtain Entry Pass of their employee/labor/manpower etc. from SIBAU, Security Office.
- 1.10 Any alteration/deletion/addition will only be considered if provided in writing by the Project Director. No verbal instruction(s) / order(s) will be considered valid.

2 Article II
SCOPE OF PROFESSIONAL SERVICES & WORKS

- 2.1 “THE CONTRACTOR” hereby agrees and acknowledges for the periodic supervision of the works and to check the execution of works in accordance with the Description & Specification mentioned in BoQ vide Tender Proc/384.
- 2.2 “THE CONTRACTOR” hereby agree and acknowledge the acceptance of attending the meetings with the Project Director “SIBAU” as & when required.



- 2.3 Date of Completion of work/job/project is_, 2024.
- 2.4 Physical inspection will be carried out by SIBAU authority. Ordered material is subject to final inspection at the time of delivery.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.

3 Article III
REMUNERATION

- 3.1 The cost offered by the Contractor is Rs. _____ (inclusive of all taxes) vide tender Proc/384.
- 3.2 This Agreement includes, the "Replacement Work of Compressor and accessories of McQuay Air Cooled Screw Chillers", as per "SIBAU" requirement mentioned in Tender BoQ.
- 3.3 Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance Note / Certificate from Project Director is required before processing bill/invoice.
- 3.4 Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee after acceptance of the Work Order.
- 3.5 All Government taxes (including Income tax and E-stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.
- 3.6 E-Stamp duty as per Sindh Government rules for Services against total value of Work Order will be levied accordingly.
- 3.7 All rules, regulations and policies will be governed in accordance with the SPPRA & SIBAU PP&P.
- 3.8 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by Contractor as per SRO/Notification.
- 3.9 2% liquidated damages of the total amount will be imposed per month for which the company/firm/agency failed to complete work within the delivery/execution period and maximum up to 10%.
- 3.10 SIBAU will not pay any charges(s) regarding cartage / carriage / transportation / wages / accidental etc.



4 **Article IV**
ARBITRATION

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Project Director of the SIBAU and CEO of the "THE CONTRACTOR" for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Sukkur binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Sukkur.

5 **Article V**
TERMINATION

- 5.1 "SIBAU" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 days' notice.
- 5.2 SIBAU reserves the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance with the rules & regulations in the relevant SBD notified framed by SPPRA.

6 **Article VI**
INDEMNITY

- 6.1 "THE CONTRACTOR" in its individual capacity shall indemnify and keep SIBAU and any person claiming through SIBAU fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE CONTRACTOR", as a result of any defect in the title of SIBAU or any fault, neglect or omission by the "THE CONTRACTOR" which disturbs or damage the reputation, quality or the standard of services & works provided by "SIBAU" and any person claiming through the SIBAU.

7 **Article VII**
NOTICE

- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

8 **Article VIII**
INTEGRITY PACT

- 8.1 Its intention not to obtain the work of any contract, right, interest, privilege, or other obligation or benefit from the SIBAU or any administrative or financial offices thereof or any other department under the control of the SIBAU through any corrupt practice(s).



- 8.2 Without limiting the generality of the forgoing the contractor/ manufacturer / supplier / distributor represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the SIBAU directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the SIBAU, except that which has been expressly declared pursuant hereto.
- 8.3 The contractor/ manufacturer/supplier/distributor accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts, or taking any action likely to degrade the purpose of declaration, representation, and warranty. It agrees that any contract/order obtained the aforesaid shall without prejudice to any other right & remedies available to SIBAU under any law, contract, or other instrument, be stand void at the discretion of SIBAU.
- 8.4 Notwithstanding any right and remedies exercised by the SIBAU in this regard, manufacturer/supplier/distributor agrees to indemnify the SIBAU for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the SIBAU in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the contractor / company / firm / supplier / agency / service provider as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the SIBAU.

9 Article IX MISCELLANEOUS

- 9.1 Works/job/project will be handed over by the "SIBAU" or vet the cost with authentic stamp and signature.
- 9.2 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 9.3 The terms and conditions of the AGREEMENT have been read over to the parties which admit to being correct and abide by the same.
- 9.4 The validity of the contract will be effective from the date of issue of the Work Order.
- 9.5 All terms and conditions of tender Proc/384 will be an integral part of this agreement and can't be revoked.
- 9.6 Any additional work/job, if required / necessary etc. over and above/extra the Work Order, will be executed based on Variation Order.



9.7 Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Maintenance & Project Department Supervisor on each occurrence / daily basis.

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s _____

Contact Person: _____

Address _____

Tel # _____ Fax # _____

Mobile # _____ CNIC # _____

E-mail: _____

Stamp & Signature



PERFORMANCE SECURITY

SUKKUR IBA UNIVERSITY

GUARANTEE NO.: _____

DATE: _____

SUKKUR

AMOUNT: RS _____

EXPIRY DATE: _____

THIS BOND is executed at _____ on this ____ day of ____ 2024 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 container 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



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 always within the validity period of this guarantee does 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: _____

Signed, Sealed, and delivered.

BY _____

for and on behalf of

(Contractor)

in the presence of

Name: _____



MOBILIZATION ADVANCE GUARANTEE

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 " _____ at Sukkur IBA University" .

AND WHEREAS the Procuring Agency has agreed to advance to the Contractor, at the Contractor 's request, an amount of Rs. _____ Rupees _____) Which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Procuring Agency has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Procuring Agency agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above-mentioned Contract and if he fails and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the



Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. _____

1. Signature: _____

2. Name: _____

(Cooperate Secretary seal)

