



**Supply and Installation of Air Conditioning
System at Masjid (Main Campus) Sukkur IBA
University**

Tender PROC/EPADS/0103/2025-26

Sukkur IBA University

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**NOTICE INVITING RE-TENDER (THROUGH EPADS)
Tender Proc/EPADS/0103**

Sukkur IBA University invites sealed tenders electronically through EPADS (E-Pak Acquisition & Disposal System) on a **Single Stage Two Envelope** procedure from the well-established, reputed, and experienced firms registered with the income tax and sales tax / SRB department for the Supply & Installation of Air Conditioning Works at Masjid SIBAU (Main Campus).

S. No.	Name of Work	Estimated Cost Rs. in Million	Bid Security (Rs.)	Time for completion
01	Supply & Installation of Air Conditioning Works at Masjid (Main Campus) Sukkur IBA University	16.9 million	350,000	04 Months

Tender Schedule - Date and Time

	From	To	Submission	Opening
01	July 06, 2026	July 23, 2026	23-07-2026 03:00 PM Through EPADS	23-07-2026 03:30 PM Through EPADS

Mandatory Eligibility Criteria:

All the applicants shall be subjected to initial scrutiny using the following criteria:

- Valid licensed by the Pakistan Engineering Council (PEC) in the category C-6 or above with specialized code, ME-01.
- Bidder must have valid registration with Income Tax and applicable Sales Tax along with Active Taxpayer Status.
- Bidders must have an average annual turnover as per (FBR tax returns) for the last five years that should be more than or equal to the estimated cost of the work.
- An affidavit (on non-judicial stamp paper) declaring that there is no litigation history, no blacklisting, and no involvement in any corrupt, fraudulent, or collusive practices. The affidavit shall also include an undertaking that all information and documents provided are true and correct. If, at any stage, the information is found to be bogus, fake, forged, or counterfeit, action shall be taken in accordance with the applicable rules.
- Bidder must not have forfeited CDR/or bid security with the procurement agency Sukkur IBA University.

Place(s) Online on EPADS:

<https://portalsindh.eprocure.gov.pk/>

Terms & Conditions

- (a) Under following conditions bid will be rejected:-
- Conditional bids/tenders.
 - Bids not accompanied by bid security of required amount and form.
 - Bids received after a specified date and time.
 - Blacklisted firms.
- (b) **Bid validity Period: 90 days.**

Bidding documents can be obtained and submitted through EPADS as per the above schedule. Bidders are requested to give their Best and Final Price as "No Negotiations" is permitted. Bidding Documents containing detailed terms and conditions can be downloaded from the following websites & submitted electronically through EPADS.

<https://portalsindh.eprocure.gov.pk/>

www.iba-suk.edu.pk/tenders

Bid Security of Rs. 350,000 in shape of pay order should be in favor of **Sukkur IBA University**.

The procuring agency reserves the right to accept or reject any or all bids prior to the acceptance of a bid as per SPP Rules 2010 (Amended to date).

In case of any query/confusion, please email at: pd@iba-suk.edu.pk and adnan.rasheed@iba-suk.edu.pk

PROJECT DIRECTOR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur. Ph: 071-5644025-26

Fax: 071-5804419



Important Note

1. Tender bids must be submitted electronically through EPADS, any clause in this tender document asking for manual submission must be replaced and read as **“Through EPADS**
2. Please attach a copy of Bid Security with the technical proposal through EPADS
3. After Uploading the copy of Bid Security Pay Order on EPADS send the sealed original Bid Security to the office of Project Director, Sukkur IBA University before the last date & time of bid submission.
4. In accordance with the established protocols, if a bid is not reflected in the bid opening list in EPADS, it shall be deemed and treated as a "bid not submitted." Therefore, all participants are advised to verify the inclusion of their submissions in the bid opening list to avoid any misinterpretations regarding their bid status



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INVITATION FOR BIDS



INVITATION FOR BIDS

Date:

Bid Reference No.:

1. The Sukkur IBA University invites sealed bids from the well reputed and experienced firms registered with the income tax, Sindh Sales Tax (SRB) department and Pakistan Engineering Council for the *Work of Supply and Installation of Air Conditioning System at Masjid (Main Campus) Sukkur IBA University, with the estimated cost of rupees 16.9 million, which will be completed in 120 days.*
2. A complete set of Bidding Documents may be downloaded from <https://portalsindh.eprocure.gov.pk/> and [Tenders - Sukkur IBA University](#) . For any query Bidders may contact 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 amount Rs. 350,000/= in the form of (*pay order / demand draft*) and must be uploaded on EPADS and original copy should be delivered to the PD Office Administration Block (Earnest Money Pay Order Only) at or before 03:00 hours, on July 23, 2026. Bids will open at 03:30 hour on the same day via EPADS.



INSTRUCTIONS TO BIDDERS & BIDDING DATA



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INSTRUCTIONS TO BIDDERS

(Note: *These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed*).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1. Scope of Bid

The Procuring Agency as defined in the Bidding Data Sheet hereinafter called “the Procuring Agency” wishes to receive bids for the work summarized in the **Bidding Data** hereinafter referred to as the “Works”.

Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

1.2. Source of Funds

Sukkur IBA University has sufficient recurring funds to fully finance the proposed work.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Valid license by the Pakistan Engineering Council (PEC) in the Category of C-6 or above with the specialization cod of ME-01.
- b) Registration with the tax authorities (Federal Board of Revenue & Sindh Revenue Board), copies along with CNIC should be attached
- c) Bidders must have an average annual turnover as per FBR Annual Tax returns of last five years more than or equal to the estimated cost.
- d) Affidavit on legal paper of Bidders / Suppliers no litigation history, not blacklisted by any Government / Semi Government Organizations, never included in any corrupt, fraudulent and collusive practices. Also undertaking that the information and documents provided are correct.
- e) Undertaking that Bidder must not have forfeited CDR/or bid security with the procurement agency Sukkur IBA University.
- f) information and documents includes following: -
 - (i) company profile; along with valid contact information (email address, contact numbers etc.)

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those

costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addendum issued in accordance with Sub Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - 1 Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - 2 Schedule B: Specific Works Data
 - 3 Schedule C: Works to be Performed by Subcontractors
 - 4 Schedule D: Proposed Programme of Works
 - 5 Schedule E: Method of Performing Works
 - 6 Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Condition of Contract & Contract Data
4. Standard Forms
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii) Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
5. Specifications
6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22)

- 6.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at its own initiative or in response to a clarification requested by an interested bidder, modify the Bidding Documents by issuing

addendum.

- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPERATION OF BIDS

IB.7 Language of Bid

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid through EPADS

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - (a) Offer /Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - (d) Bid Security furnished in accordance with IB.13.
 - (e) Power of Attorney in accordance with IB 14.5.
 - (f) Documentary evidence in accordance with IB.2(c) & IB.11
 - (g) Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the

instructions contained in the Preamble to Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security of amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order* issued by a Scheduled Bank in Pakistan in favor of the Sukkur IBA University valid for a period up to twenty-eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.



- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - i. furnish the required Performance Security or
 - ii. sign the Contract Agreement.

IB.14 Validity of Bids, Format, Signing and Submission of Bid

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceed 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them ORIGINAL and COPY as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.



- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

IB.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Single Stage Two Envelope Bid must be uploaded on EPADS not later than the time and date stipulated therein.

~~15.2 The inner and outer envelopes shall~~

- ~~(a) be addressed to the Procuring Agency at the address provided in the Bidding Data;~~
- ~~(b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and~~
- ~~(c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.~~
- ~~(d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.~~
- ~~(e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.~~

- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

~~15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.~~

~~15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.~~

- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may be

considered appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waivers do not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include: -

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;



- (v) failing to comply with Milestones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one:
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 16.7 The Sukkur IBA University will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

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 the 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 proof 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 the following criteria: The total marks shall be 100. Minimum score for competing in the next stage is 70 %. The Financial Proposal of only the Audit Firm will be opened which secures 70 % or more in the Technical Evaluation.



ELIGIBILITY CRITERIA:

The firms should fulfill for the following eligibility criteria / condition and supporting documents should be submitted accordingly:

CAUTION: Non compliance of any eligibility criteria will lead rejection of bid and no further evaluation: -

S.NO	DETAILS	Requirement
A. ELIGIBILITY CRITERIA		
1.	Draft of Earnest Money of amount Rs. 350,000/=	Mandatory
2.	Certificate of Registration in Pakistan Engineering Council PEC'S Category C-6 or higher with specialization code ME-01).	Mandatory
3.	Income Tax Registration	Mandatory
4.	General Sales Tax Registration & Sindh Sales Tax Registration (SRB)	Mandatory
5.	Affidavit on legal paper of Bidders / Suppliers no litigation history, not blacklisted by any Government / Semi Government Organizations, never included in any corrupt, fraudulent and collusive practices. Also undertaking that the information and documents provided are correct.	Mandatory
6.	Undertaking that Bidder must not have forfeited CDR/or bid security with the procurement agency Sukkur IBA University.	Mandatory
7.	Annual Turnover of Last 5 Years (FBR Tax returns), Minimum turnover should be equal to or higher from the estimated project cost.	Mandatory
8.	Technical Compliance Sheet Provide Technical Compliance Sheet in Tabulated Form specifying the compliance of each quoted item with minimum specification of required items mentioned in Bill of Quantity (BOQ) of this document.	Mandatory
9.	Manufacturing Origin Details The Contractor / Bidder must provide details of the origin (Country) of the brand and name of the manufacturing facility/Factory of the Floor Standing equipment to be manufactured with allied accessories to be used in this project.	Mandatory
B. TECHNICAL EVALUATION CRITERIA Minimum Qualifying Marks =70% out of 100		MAX MARKS
1	Audited Financial Statement for last five years by the iCAP registered audit firm. (15 marks, 3 for each year)	15
2	Available Bank Credit line certificate (From concerned Bank) Max.: 8.0 million. a) 2.0 million (2 Marks) b) 4.0 million (4 Marks) c) 8.0 million (6 Marks)	06



3	<p>Experience of the similar nature of work(s) executed during the last five years:</p> <p>i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work; or</p> <p>ii. At least two similar nature works, each having minimum cost 50% of the estimated cost.</p> <p>Completion Certificates & Work Orders issued by the Procuring Agency must be attached. (Max Points 20) (10 points for each project, 10 for each additional project)</p>	20
4	<p>Experience in similar nature of work(s) (In Hand):</p> <p>i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work; or</p> <p>ii. At least two similar nature works, each having minimum cost 50% of the estimated cost.</p> <p>Satisfactory performance & Work Orders issued by the Procuring Agency must be attached (Max Points 10) (10 points for each project, 10 for each additional project)</p>	20
5	<p>Compliance with HVAC Specifications (Max Points 30)</p> <p>(a) Full compliance with approved HVAC system Compliance /specifications with Product Catalogues.</p> <p>(b) Use of T3 tropicalized compressor suitable for high ambient temperatures up to 52 deg C (Mention make & model).</p> <p>(c) Minimum 2 years complete system's warranty.</p> <p>Note: 11 marks for above each and Non-compliance with any of the above will result in zero points for this criterion.</p>	33
6	<p>Additional Compressor Warranty for Floor Standing Units. (Max Points 09)</p> <p>a. 3 Years' Warranty (02 Points)</p> <p>b. 4 Years' Warranty (04 Points)</p> <p>c. 5 Years' Warranty (06 Points)</p> <p>Note: Compressor Warranty less than 03 years will result in zero points, and Warranty should be confirmed on Manufacturer's Authorized Distributor's letter head</p>	06

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



16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively.

IB.17 Process to be Confidential

17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in **“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below SPP Rule2(q);

- (i) **Coercive Practice** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) **Collusive Practice** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) **Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) **“Obstructive Practice”** means harming or threatening to harm, directly or

indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18 Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (Letter of Acceptance) that his bid has been accepted (SPP Rule 49).



- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.35% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

- 21.1 The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
 - (2) Form of Contract and letter of Award;
 - (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non- responsive (SPP Rule 89).



BIDDING DATA

The information in this section is complementary to, amends or supplements the provisions in the Instructions to Bidders. Whenever there is conflict, the provisions herein shall take precedence over those in the Instructions to Bidders.

Reference to instruction to Bidder	Bidding Data
IB-I 1.1	<p>Name of Procuring Agency <i>Sukkur IBA University, Sukkur</i></p> <p>Brief Description of Works <i>“Supply, Installation, Testing & Commissioning of Air Conditioning System at Jamia Masjid Campus-1 of Sukkur IBA University, Sukkur</i> The Works shall be performed/executed as per the Specifications provided in the Bidding Documents and approved Contractor Design as per the Conditions of Contract”.</p>
5.1 (a)	<p>Procuring Agency’s address <i>SUKKUR IBA UNIVERSITY, Nisar Ahmed Siddiqui Road, SUKKUR</i></p>
5.1 (b)	<p>Engineer’s address: <i>PROJECT DIRECTOR, SUKKUR IBA UNIVERSITY, Nisar Ahmed Siddiqui Road, SUKKUR</i></p>
10.3	<p>Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.</p>
11.2	<p>The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:</p> <ol style="list-style-type: none"> i. Valid license by the Pakistan Engineering Council (PEC) in the Category of C-6 or above with the specialization cod of ME-01. ii. Registration with the tax authorities (Federal Board of Revenue & Sindh Revenue Board), copies along with CNIC should be attached iii. Bidders must have an average annual turnover as per FBR Annual Tax returns of last five years more than or equal to the estimated cost. iv. Affidavit on legal paper of Bidders / Suppliers no litigation history, not blacklisted by any Government / Semi Government Organizations, never included in any corrupt, fraudulent and collusive practices. Also undertaking that the information and documents provided are correct. v. Undertaking for Bidder must not have forfeited CDR/or bid security with the procurement agency Sukkur IBA University.
12.1 (a)	<p>A detailed description of the Works, essential technical and performance characteristics.</p>



FORM OF BID AND SCHEDULES TO BID



FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs__(Rupees_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid,



together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name:

Address:



SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Program of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]



PREAMBLE TO SCHEDULE PRICES

1. General

- 1.1. The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2. The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Foot pound second (FPS System Units).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.



- 4.5 The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
- (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant and equipment to the Site.

**(Procuring Agency may modify as appropriate)*

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

- 5.1 Break-up of Bid Prices
The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.
- 5.2 The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.
- 5.3 Total Bid Price
The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.



SUKKUR IBA UNIVERSITY

BOQ OF AIR CONDITIONING WORK AT MASJID MAIN CAMPUS

S. No.	Description	Qty.	UNIT RATE (RS)		AMOUNT(RS)		
			COST OF SUPPLY	COST OF INSTALLATION	COST OF SUPPLY	COST OF INSTALLATION	TOTAL COST
1	2	3	4	5	6	7	8
1	Supply & Installation of split type Floor Standing A/C units (T-3 Tropical range up to +52 degree C) complete with ACRA-CLAD factory coated condenser fins, atmosphere friendly refrigerant etc. Complete with safety controls and accessories (remote controller) as per specification and drawings. Make: LG, Pearl, Super General, Gree or approved equivalent	Nos.					
i.	Floor Standing (Capacity 8.0 TR Heat & Cool)	4					
ii.	Floor Standing (Capacity 8.0 TR)	4					
iii.	Floor Standing (Capacity 4.0 TR)	0					
iv.	Floor Standing (Capacity 2.0 TR) (Prices Required)	0					
v.	Wall Mounted (Capacity 2.0 TR Heat & Cool)	3					
2	Supply, Installation, Testing & Commissioning of Copper Piping with Isolation valve & 3/4" thick foam insulation, control wiring, communication wiring, cladding, pipe supports & pipe sleeves complete with all respects as per drawings & specification. Copper: Golden Dragon or approved equivalent Insulation: K-Flex or approved equivalent	Rft.					
i.	8.0 TR	200					
ii.	4.0 TR	0					
iii.	2.0 TR	60					



SUKKUR IBA UNIVERSITY

BOQ OF AIR CONDITIONING WORK AT MASJID MAIN CAMPUS

S. No.	Description	Qty.	UNIT RATE (RS)		AMOUNT(RS)		
			COST OF SUPPLY	COST OF INSTALLATION	COST OF SUPPLY	COST OF INSTALLATION	TOTAL COST
1	2	3	4	5	6	7	8
3	Supply, Installation, Testing & Commissioning of UPVC Class-D Piping for equipment drain complete with Specialties, 1/2" thick form Insulation, Vapor Barrier, Jacketing & Cladding, fitting, Pipe Sleeves & hanger supports etc. as per specification and drawings.	Rft.					
i.	1" dia	200					
4	Supply & installation of electrical connections to all HVAC Equipment etc., from electrical panels/DBs complete as per equipment sizes, conduiting, clamping etc., complete in all respects. Make: Pakistan Cables or approved equivalent	Rft					
i.	1 x 4C x 10 Sqmm CU/PVC Cable including earth Cable.	400					
ii.	1 x 4C x 6 Sqmm CU/PVC Cable including earth Cable.	10					
iii.	1 x 4C x 4 Sqmm CU/PVC Cable including earth Cable.	10					
iv.	1 x 4C x 2.5 Sqmm CU/PVC Cable	10					
v.	1 x 3C x 2.5 Sqmm CU/PVC Cable	100					
vi.	1 x 3C x 1.5 Sqmm CU/PVC Cable	100					
vii.	1 x 3C x 1 Sqmm CU/PVC Cable	50					



SUKKUR IBA UNIVERSITY
BOQ OF AIR CONDITIONING WORK AT MASJID MAIN CAMPUS

S. No.	Description	Qty.	UNIT RATE (RS)		AMOUNT(RS)		
			COST OF SUPPLY	COST OF INSTALLATION	COST OF SUPPLY	COST OF INSTALLATION	TOTAL COST
1	2	3	4	5	6	7	8
5	Supply & installation of Circuit Breakers Make: Terasaki, Schnider or approved equivalent						
i	40 Amp 3 Pole	8					
ii	32 Amp 3 Pole	3					
6	Additional system atmosphere friendly refrigerant charge as per site requirement Complete with all respect as per specification and drawings.	1 Lot.					
7	Supply & Installation of 18 Gauge Powder Coated Cable tray for Piping & electrical wiring complete with all respects. Make: Ezzi Engineering or approved equivalent	Rft.					
i.	4" x 3"	100					
ii	6"x3"	200					
8	Supply & Installation of Industrial Type Air Curtains with Auto Sensors Make: Acson, Panasonic, Elta or approved equivalent	Nos.					
i	Air Curtain 6'	3					
9	Supply & Installation of Powder Coated/Painted Stand up to 2~2.5 ft height for placing Floor Stand Indoor Unit	8					
10	M&P Services Shop drawings & As Built Drawings Color Copies. (Minimum scale 1-1/8") Hard Copy and Soft Copy in Autocad format in USB & CD	2 Sets					



SUKKUR IBA UNIVERSITY

BOQ OF AIR CONDITIONING WORK AT MASJID MAIN CAMPUS

S. No.	Description	Qty.	UNIT RATE (RS)		AMOUNT(RS)		
			COST OF SUPPLY	COST OF INSTALLATION	COST OF SUPPLY	COST OF INSTALLATION	TOTAL COST
1	2	3	4	5	6	7	8
11	Cost of testing, Starting up, commissioning, balancing, adjusting and handling over of the complete System.	1 Job.					
12	Openings/Core Cutting for Glass or Wall (For Small Openings - Hilti FS - ONE or Approved Equivalent) Fire Stopping of Walls & Structure	1 Job.					
13	Stencilling, Painting & Finishing as per specification.	1 Job.					
14	Equipment foundation, lifting & shifting charges from Ground floor to foundation pads as per specification and drawings.	1 Job.					
15	Cost of Supply Spare Parts as mentioned in Tender Documents Parts For 8TR Unit Compressor Condenser Fan Motor Compressor Contactor Main PCB & Indoor PCB Indoor Blower Motor	1 Job.					
16	COST OF ANY OTHER ITEM WHICH IS MISSING AND NECESSARY TO COMPLETE THE JOB. (DETAIL MUST BE ATTACH)	---					
TOTAL PRICE INCLUSIVE OF ALL TAXES							

Amount in Words: _____



SUKKUR IBA UNIVERSITY

BOQ OF AIR CONDITIONING WORK AT MASJID MAIN CAMPUS

S. No.	Description	Qty.	UNIT RATE (RS)		AMOUNT(RS)		
			COST OF SUPPLY	COST OF INSTALLATION	COST OF SUPPLY	COST OF INSTALLATION	TOTAL COST
1	2	3	4	5	6	7	8

Notes:

- 1 The Contractor shall be responsible for the supply, procurement and delivery of all the material and shifting of the equipment to their respective location, installation, testing, commissioning of the systems in all respects.
 - 2 The quoted cost should include all overheads, profits, income tax and all other Taxes which are applicable, import duty (if any), insurance, packing, unpacking, transportation charges etc.
 - 3 The work at site shall be executed in accordance with the approved shop drawings which will be prepared by the Contractor.
 - 4 The work at site shall be executed in accordance with the approved shop drawings which will be prepared by the Contractor within 2
 - 5 The work shall be awarded on item Rate cost basis.
 - 6 The bidder will provide all equipment software soft copy to the client.
 - 7 The bidder will train client operator for equipment Operation and servicing etc.
 - 8 The complete system replacement warranty should be 1years.
 - 9 The contractor will provide Equipment Operation & Maintenance Manuals (2 sets Hard copy & Soft Copy.)
 - 10 The contractor will provide Operation & Maintenance Instructions to Clients Representatives
 - 11 The Owner reserves the right to delete any item before award of works. The cost of such items shall be reduced.
- Abbreviation used in the BOQ are as follows:
- 12 a) Sq. Ft. Square Feet, (b) R. Feet. Running Feet, (c) Ton Ton weight, (d) TR Ton of refrigeration, (e) No. Number, (f) Lot Complete package/lump sum.



SCHEDULE - B TO BID

***SPECIFIC WORKS DATA**

(To be prepared and incorporated by the Procuring Agency)



SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed. (<i>attach evidence</i>)



PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.



METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.



(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY CONTRACTORS**

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Its intention is not to obtain 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 times 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, in whatsoever form, Sukkur IBA University.

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

Sukkur IBA University

Supplier/Contractor/Consultant

Stamp & Signature



CONDITIONS OF CONTRACT



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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 Contract means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 Specifications means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 Drawings means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 Procuring Agency means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 Contractor means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 Party means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 Commencement Date means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 Day means a calendar day
- 1.1.9 Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 Cost means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.



Other Definitions

- 1.1.11 Contractor's Equipment means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 Country means the Islamic Republic of Pakistan.
- 1.1.13 Procuring Agency's Risks means those matters listed in Sub-Clause 6.1.
- 1.1.14 Force Majeure means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 Plant means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 Site means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 Engineer means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE PROCURING AGENCY

2.1 Provision of Site

The Procuring Agency shall provide the Site and right of access thereto at the times stated in the Contract Data.

Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 Permits etc.

The Procuring Agency shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Procuring Agency's Instructions

The Contractor shall comply with all instructions given by the Procuring Agency or the Engineer, if notified by the Procuring Agency, in respect of the Works including the suspension of all or part of the works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Procuring Agency shall affect the Contractor 's obligations.

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorized Person

The Procuring Agency shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Procuring Agency shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.



4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/ replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 Performance Security

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design



The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Procuring Agency shall be responsible for the Specifications and Drawings.

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub- Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.



7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Procuring Agency a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Procuring Agency/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Procuring Agency/Engineer for a reasonable extension in the time for the completion of works. Subject to the aforesaid, the Procuring Agency/Engineer shall determine such reasonable extension in the time for the completion of works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Procuring Agency/Engineer within such period as may be prescribed by the Procuring Agency/Engineer for the same; and the Procuring Agency may extend the time for completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Procuring Agency for such failure shall be to pay the amount as **liquidity damages** stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Procuring Agency when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.



9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Procuring Agency may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which



- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Procuring Agency being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemised detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the

absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be made in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

The Contractor shall submit each month to the Engineer/Procuring Agency a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 Retention



Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Defaults by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Procuring Agency or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Procuring Agency may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Procuring Agency's notice, the Procuring Agency may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Procuring Agency instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Defaults by Procuring Agency

If the Procuring Agency fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Procuring Agency's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the

Procuring Agency's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Agency instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the works executed and of the Materials and Plant reasonably delivered to the site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Procuring Agency is entitled,
- c) if the Procuring Agency has terminated under Sub-Clause 12.1 or 12.3, the Procuring Agency shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Procuring Agency's Risks, the Contractor shall indemnify the Procuring Agency, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Procuring Agency immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Procuring Agency demobilize

the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Procuring Agency is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Procuring Agency's Risks under Sub- Clause 6.1. The policies shall be issued by insurers and in terms approved by the Procuring Agency. The Contractor shall provide the Engineer/Procuring Agency with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Procuring Agency and the Contractor in connection with the works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Procuring Agency (Superintending Engineer) and the Contractor.

Unless the Contract has already been repudiated or terminated, the

Contractor shall, in every case, continue to proceed with the work with all due diligence, and the Contractor and the Procuring Agency (Superintending Engineer) shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the site leaving behind Contractor's Equipment which the Procuring Agency instructs, in the termination notice,

to be used for the completion of the works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Procuring Agency under Sub-Para (a) and (c) of this Sub-Clause.



CONTRACT DATA

Sr. #	Description	Sub-Clause Conditions of Contract	Explanation
1	Procuring Agency's Drawings, if any	1.1.3	Attached with Tender
2	The Procuring Agency means	1.1.4	Sukkur IBA University
3	The Contractor means	1.1.5	To whom the work will be awarded
4	Commencement Date	1.1.7	means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
5	Time for Completion	1.1.9	120 days
6	Engineer	1.1.20	Project Director, Sukkur IBA University
7	Documents forming the Contract listed in the order of priority:	1.3	(a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings, if any (h) The Specifications (i) _____ (j) _____
8	Provision of Site	2.1	On the Commencement Date
9	Authorized person	3.1	HVAC Engineer, Sukkur IBA University
10	Name and address of Engineer's/Procuring Agency's representative	3.2	Project Director, Sukkur IBA University Nisar Ahmed Siddiqui Road, Sukkur. UAN (071) 5644000 www.iba-suk.edu.pk E-mail : info@iba-suk.edu.pk
11	Performance Security	4.4	Five percent (05%) of the Work Order amount



12	Requirements for Contractor's design (if any):	5.1	Contractor must submit the Shop Drawings before executing the work
13	Programme: 1. Time for submission: 2. Form of programme:	7.2	1. Within fourteen (14) days* of the Commencement Date. 2. (Bar Chart/CPM/PERT or other)
14		7.4	Amount payable due to failure to complete shall be % per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
15	Early Completion	7.5	In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.
16	Period for remedying defects	9.1	180 days
17	Variation procedures:	10.2 (e)	Day work rates _____
18	Terms of Payments	11.1	<p>a) Mobilization Advance (NOT APPLICABLE)</p> <p>(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:</p> <p>(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;</p> <p>(ii) [XXX]¹</p> <p>(iii) This Advance [XXX] shall be recovered in 5 equal instalments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance [XXX] shall be recovered from each bill and the balance [XXX] be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.</p>
19	Terms of Payments	11.1	<p>2) Secured Advance on Materials</p> <p>(a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P-W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:</p>



- ~~(i) The materials are in accordance with the Specifications for the Permanent Works;~~
- ~~(ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;~~
- ~~(iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;~~
- ~~(iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;~~
- ~~(v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;~~
- ~~(vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;~~
- ~~(vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;~~
- ~~(viii) Detailed account of advances must be kept in part II of running account bill; and~~
- ~~(ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract~~

(b) Recovery of Secured Advance:

- ~~(i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.~~
- ~~(ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced making deduction entries in the column; deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used~~

			<p>by the contractor on items of work shown as executed in part I of the bill.</p> <p>(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.</p> <p>(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.</p> <p>(ii) value of secured advance on the materials and valuation of variations (if any).</p> <p>(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> <p>(v) Retention money and other advances are to be recovered from the bill submitted by contractor.</p>
20	Valuation of the Works:	11.2 (a)	<p>i) Lump sum price _____ (details), or</p> <p>ii) Lump sum price with schedules of rates _____ (details), or</p> <p>iii) Lump sum price with bill of quantities _____ (details), or</p> <p>iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR _____ (details), or/and</p> <p>v) Cost reimbursable _____ (details)</p>
21	Percentage of retention	11.3	Five (5%) from bill payment and 5% in the shape of performance security. (Total 10%).
22	Currency of payment	11.6	Pakistani Rupee
23	Insurances	14.1	<p>Type of cover The Works Amount of cover The sum stated in the Letter of Acceptance plus fifteen</p>

			<p>percent (15%)</p> <p>Type of cover</p> <p>Contractor's Equipment:</p> <p>Amount of cover</p> <p>Full replacement cost</p> <p>Type of cover (Advise)</p> <p>Third Party-injury to people and damage to property</p> <p>Workers: _____</p> <p>Other cover*: _____</p>
24	Amount to be recovered	14.2	Premium plus _____ percent (____%).
25	Arbitration Place of Arbitration:	15.3	PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive. The place of Arbitration shall be in the Employer's country: City of Arbitration: Sukkur



STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).



FORM OF BID SECURITY

(Bank Guarantee)

SUKKUR IBA UNIVERSITY

GUARANTEE NO.: _____

SUKKUR

EXECUTED ON: _____

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____ Name of Principal (Bidder) with address: _____

Sum of Security (express in words and figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (i) failure of the successful bidder to furnish the required Performance Security, in accordance with Sub- Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,
- (3) the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.



NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety , as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)



FORM OF PERFORMANCE SECURITY

(Bank Guarantee)

Guarantee No. _____

Executed on. _____

Expiry Date. _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Contractor) with

address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto

the _____ (hereinafter called the

Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for

_____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived,



then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)



MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____

Executed on. _____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the _____ (hereinafter called the Procuring Agency) has entered into a Contract for _____ (Particulars of Contract), with _____ (hereinafter called the Contractor).

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 (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Contract Agreement") made on the _____ day of _____ (month) 20____ between

(hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Sukkur IBA University is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) The completed Form of Bid along with Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices/Bill of quantities (BoQ);
 - (e) The Specifications; and
 - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of this Contract Agreement.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of this Contract Agreement, the Contract Price or such other sum as may become payable under the provisions of this Contract Agreement at the times and in the manner prescribed therein.



IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

In the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work, and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the day of
-----20--" BETWEEN (hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-

AND WHEREAS the contractor has applied to the
— for an advance to him of Rupees
(Rs) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs.....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E). the said works signed by the contractor on-----
-- and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... (Rs. -----) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare ay follow :-

(1) That the said sum of Rupees
(RF. -----) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Running Account Bill (B) which have been Offered to and accepted by (he Government as security for the said amount are

absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer ----- (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable

shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees - (Rs) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer Circle whose..... decision shall be final and the provisions of the Indian Arbitration Act for the time being in force so far as they are applicable shall apply to any such reference.

In witnesses whereof the* ----- on behalf of the Governor of Sindh and the said..... -..... --have here unto set their respective hands and seals the day and first above written.



Signed, sealed and delivered
by* In the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered
by* In the presence of

Seal

1st Witness 2nd witness



SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT



SPECIFICATION OF HVAC WORK

FLOOR STANDING TYPE ROOM AIRCONDITIONER

Air cooled electrically operated, Refrigerant-**R410A** split type Floor Standing air conditioners of minimum capacities as specified in the Schedule of Equipment OR on the drawings. The air conditioners should be T3 tropical operating conditions.

The system shall be designed for continuous operation in high-ambient conditions up to 52°C. The unit shall operate on a 380–415V, 3-phase, 50Hz power supply and be equipped with complete protection features against over-current, phase failure, voltage fluctuations, and overloads.

The outdoor unit shall be equipped with a high efficiency scroll compressor, and a copper tube condenser with aluminum fins coated for corrosion resistance. The outdoor casing shall be of weatherproof galvanized steel, suitable for harsh environmental conditions, and fitted with vibration isolators for quiet operation. The outdoor unit noise level shall not exceed 65 dB(A). Refrigerant piping shall be of high-quality copper, properly insulated with.

The air conditioners shall comprise weatherproof outdoor condensing unit and floor standing types of indoor evaporator unit provided with rubber-in-shear type vibration isolators for installation.

The condensing unit to be complete with compressor, air cooled condenser, fan, fan motor, automatic and safety controls and all accessories.

The indoor unit shall be a floor-standing type with a durable and corrosion-resistant body, capable of delivering an airflow of approximately 3,000 to 3,500 CFM. It shall operate with a low noise level and feature automatic swing louvers for uniform air distribution, washable and reusable filters, auto-restart after power failure, and self-diagnostic error indicators. The unit shall be provided with a wireless LCD remote controller, with provisions for an optional wired controller, and must support timer and turbo cooling modes for flexible operation.

The evaporator unit to be complete with cooling coil, fan, fan motor, cleanable air filter, drain pan, automatic and safety controls, and all accessories. The unit shall be Floor-standing type with durable casing and powder coated finish for exposed installation in the room.

The unit to have cooling or cooling-heating systems; heating cycle to be either reverse cycle type or with electric heater, as specified in the Schedule of Equipment. The unit to have wall mounted microprocessor Controller with on-off switch, multi speed fan control and cooling (or cooling-heating) thermostat with settings to cover full comfort range.



The Contractor to complete refrigerant piping and electric wiring and earthing from the electric supply point between the indoor and outdoor units and charge the unit with refrigerant and oil. The refrigerant circuit to include liquid line sight glass-moisture indicator, filter drier, line valve, etc.

The refrigerant piping to be correctly sized as recommended by the unit manufacturer to suit the total distance and height between the indoor and outdoor units. The piping to be hard drawn copper tubing with silver soldered joints, type L/K for low/high pressure sides.

The units to be of LG/Pearl/Super General/Gree/Acson manufacture or approved equal.

The tenderer to submit following information for the units offered by him:

- (a) Net cooling-heating capacities under specified conditions.
- (b) The salient technical features of the units including control panel.
- (c) Manufacturer's complete technical literature.

CONTROLS (OUTDOOR UNIT)

The units shall be equipped with Auto Restart function, which allows the unit to start in the same mode prior to the power failure.

Digital thermostat: Units shall be controlled with user friendly, wall mounted or wireless microprocessor-based LCD remote controller. The wired remote controller shall be slim having the following features.

- a) 24 hour ON / OFF timer in 1 hour interval.
- b) Test run mode.
- c) Self-diagnosis function.
- d) Operation indication.
- e) Room temperature display.
- f) Weekly programming.
- g) Child lock function.
- h) 3 speed fan control.
- i) Linear control of E.S.P/Airflow.

The wireless remote control should be available as an option, if required.

Computerized control should be used to maintain a correct room temperature either at the fan coil or from a sensor in the remote control. The system should be equipped with a self-diagnostic feature for easy service and maintenance. The LCD remote controller shall be able to control up to 16 indoor units as a group. It shall also be possible to select cooling, heating, fan only or automatic change over mode for heat recovery systems.

CONTROLS (INDOOR UNITS)

Digital thermostat: Units shall be controlled with user friendly, wall mounted microprocessor-based LCD, wired remote controller. The wired remote controller shall be

slim having the following features.

- a) 24 hour ON / OFF timer in 1 hour interval.
- b) Test run mode.
- c) Self-diagnosis function.
- d) Operation indication.
- e) Room temperature display.
- f) Weekly programming.
- g) Child lock function.
- h) 3 speed fan control.
- i) Linear control of E.S.P/Airflow.
- j) Auto swing
- k) Clean filter indication

The wireless remote control should be available as an option, if required.

CONTROLS AND THERMOSTATS

WIRED REMOTE CONTROLLER

Wire remote controller unit capable of controlling the following functions of fan coil unit should be provided,

- Start/Stop of fan coil unit
- Fan Speed
- Air flow direction (If applicable)
- Temperature set point
- Operation mode and other thermostat settings
- Timer Setting and scheduling

PIPEWORK

REFRIGERANT PIPEWORK

The pipe work shall be of quality copper ASTM B280 for Air Conditioning and Refrigeration, DIN1754/8905 half hard tempered. Soft tempered pipe (Type-L)work may be used where the pipe diameter is 1/4" or 3/8". Above 3/8" all pipe shall be type-K.

Long radius bends shall be formed using pipe bender. The use of short radius pre formed bends and elbows should be avoided to minimize pressure drop and possibility of leaks.

Oxygen free nitrogen must be passed through the pipe work during all brazing of joints to prevent the formation of oxidization scale on the inside surface of the pipes.

All pipe work shall be clean, de-hydrated and sealed. Pipe work shall be stored under dry conditions. Any pipe work found to be stored without the end caps should be rejected. Where sections are cut from a new coil any remaining lengths must be re-sealed. During the installation if the system has to be left unattended for any purpose whatsoever, the openings in the systems must be securely sealed.

Pipe work fittings for branching off to indoor units must be Y, T or header type Branch joints as supplied by manufacture. No other fittings are acceptable like expansion Valve or

devices. The positioning and installation of these joints shall be strictly in accordance to the manufacturer's specification.

All pipe work shall be insulated with foam insulation Class-0 type insulation, Minimum 19 mm thick. Joints and headers shall be insulated with the pre formed insulation supplied with these fittings. Insulation exposed to atmospheric conditions shall be externally protected with Fiber glass insulation complete with plastic paint and jacketing. All insulation joints shall be made using adhesive and care should be taken that the every part of insulation is sealed to maintain a vapour barrier.

The pipe work must be supported through its entire length according to good refrigeration practice. However the brackets must not be positioned directly on the joints or headers. On horizontal pipe work the bracketing should be over the insulation to allow pipe movement due to contraction and expansions. The vertical pipe work shall be bracketed at no more than 1000 mm centres. The horizontal pipe work shall be bracketed at no more than 1500 mm centres.

The pipe work layout and the pipe sizing shall be approved and according to the manufacturer standard.

All installed pipe work lengths are to be accurately measured and recorded on the commissioning form. This information is required for accurate calculation of the additional refrigerant charge for the system. The weight of the additional refrigerant must also be recorded for future reference.

DRAIN PIPEWORK

The condensate from each fan coil unit must be directed to the closest possible location. The condensate piping shall be Type 600 PVC. Condensate piping shall be insulated with flexible closed cell elastomeric to prevent condensation. The exact path to be taken by the condensate piping is to be decided in consultation with the Architect and the Consultant.

THERMAL INSULATIONS

All insulation work shall be carried out by skilled and experience craftsmen. Unless otherwise indicated, all thermal insulating materials used within any building shall comply with NFPA, BS 476-6: 2009, BS 476-7:1997, BS 476-12:1991 and the local fire authority. Insulation materials and their finishes shall be free from asbestos.

REFRIGERANT PIPEWORK INSULATION

Insulation used for condensate pipework shall be flexible closed cell elastomeric 25mm thick Insulation and shall be CFC free, in continuous lengths, with factory applied talc coating or on-site applied talc coating on inner surface. Flexible closed cell elastomeric insulation shall comply with the following requirements:-

- Thermal Conductivity (at 20°C mean temperature): <0.036 W/mK
- Density: 65 kg/m3 (+/-) 5%



- Maximum Operating Temperature: > 80°C
- The material, including adhesives and all accessories shall have fire properties to Class 'O'

All surfaces over which the insulation is to be applied shall be dry and grease free.

CONDENSATE PIPEWORK INSULATION

Insulation used for condensate pipework shall be flexible closed cell elastomeric 19mm thick Insulation and shall be CFC free, in continuous lengths, with factory applied talc coating or on-site applied talc coating on inner surface. Flexible closed cell elastomeric insulation shall comply with the following requirements:-

- Thermal Conductivity (at 20°C mean temperature): <0.036 W/mK
- Density: 65 kg/m³ (+/-) 5%
- Maximum Operating Temperature: > 80°C
- The material, including adhesives and all accessories shall have fire properties to Class 'O'

The insulation shall be resistant to water vapor transmission and painted with minimum two coats of manufacturer's recommended paint in outdoor application. The paint shall be a highly flexible polymeric coating which provides outdoor weather protection and resistance to ultraviolet radiation and chemical attack on elastomeric insulation.

All surfaces over which the insulation is to be applied shall be dry and grease free. Insulation shall be applied so as to give a smooth, homogeneous and line able surface. All rigid sections shall be concentric, and accurately matched for thickness. Steps and undulations in the surfaces shall not be acceptable. Any sections or slabs having damaged ends or edges shall be rejected.

LABELLING

All plant and equipment provided under this specification shall be labeled in English, all such labeling to correspond to schedules, diagrams, etc. to be provided as part of the record drawings. Labels are of white Trifoliolate with black engraved lettering not less than 20mm high or as otherwise required and approved.

Manufacturers' nameplate shall generally be provided for all plant and equipment and shall show serial and model numbers and date of manufacture. The following refers to specific items (but not be limited to) requiring labeling:

- All motor starters, fans, distribution boards, gauges, contactors, cable terminals in switchboards, circuit breakers.
- Distribution boards, starters etc. are to be labeled to indicate the circuit number, phase and item controlled.

PRESSURE TESTING, EVACUATION AND COMMISSIONING



After Installation of pipe work, and prior to sealing of insulation joints, pipe work should be pressure tested to 38 bar, held for 24 hours and checked for leaks, vacuumed/dehydrated to –752 mm Hg and held at that setting for 1 to 4 hours depending on the pipe length. Supplier submits detailed information for installation and commissioning procedures for approval after completion of installation.

ELECTRIC WIRING

3 PHASE UNITS

A fused 415 V - 3 Phase, N + E power supply with external isolator shall be made available for each outdoor unit. The fuse rating for the 5 hp outdoor unit shall be 20 Amps, the 8 and 10 hp outdoor units shall be 32 amps and the 12, 14 and 16 hp units shall be 40 Amp. All fuses / circuit breakers (MCCB not MCB) should be motor rated.

SINGLE PHASE UNIT

A fused 220 V - 1 Phase, N + E power supply with external isolator shall be made available for each outdoor unit. The fuse rating for the 4 and 5 hp outdoor unit shall be 20 Amps, the 6 hp outdoor units shall be 25 amps. All fuses / circuit breakers should be motor rated. A fused 240 V - 1 Phase, N + E Power supply shall be made available for each indoor unit, the HR box and the centralized control system. Maximum 15 amps ring main for the indoor units and HR boxes and a 5 Amp fused spur shall be provided locally to each item.

Control cable to the following specification shall be used:

2 x core PVC shielded cable sized between 0.75 mm² and 1.25 mm².

Control and power cables must not be installed alongside each other as interference in the signal wiring caused by electrostatic and electromagnetic coupling can occur.

The table below indicates recommendation as to the appropriate spacing of control and power cables where these run side by side:

Current capacity of the power cables		Spacing
	10 amp or less	300 mm
100 v or more	10 - 50 amps	500 mm
	50 -100 amps	1000 mm
	100 amp +	1500 mm

The control cables shall be installed on conduits. Care must be taken to ensure that they are not tied together or packed tightly.

ELECTRIC WIRING

- 1.0 The Contractor will be responsible for complete electric wiring and earthing of the plant, equipment and controls. The Employer shall only provide 3 phase and neutral, 4 wire electric supply point(s) with two earthing points,



and 1 phase, neutral and earth, 3 wire electric supply point(s) at locations shown in the drawings and detailed elsewhere in the documents.

- 2.0 The electrical work shall be carried out by licensed workmen authorized to undertake such works under the provisions of the Electricity rules.
- 4.0 The climatic conditions shall be temperatures between 2°C (min) and 45°C (max) with max. relative humidity 90%, unless lower min. and higher max. temperatures are specified elsewhere in the documents.
- 5.0 The electric wiring shall be carried out in MS or G.I. conduits as specified, 18g G.I. sheet metal trunking or cable trays, or G.I. (medium weight) piping as specified and/or shown in drawings. All wiring buried in floor or exposed to weather to be in G.I. piping (mw). MS conduit to be of 16g, given anti rust coating and then painted with black enamel paint. Conduits buried in slabs or walls may be PVC conduits or PVC Class D pipes as specified in the drawings. Sheet metal trunking or cable trays installed indoor shall have ventilation slots; those installed in Building shafts shall have removable covers and installed outside shall be of weather proof construction with removable covers. The wire sizes shall be selected for satisfactory operation at least 45°C ambient temperature derated according to installation method and grouping as envisaged.
- 6.0 The terminal connections for motors and where required for starters, shall be made in flexible conduit. The terminal wiring for 230 volt, 1 phase below 0.5 HP motors (such as for fan-coil units, small ventilation-exhaust fans) and their starter control switches can be exposed PVC insulated and sheathed wiring, connections protected within the terminal box so that no live lead is exposed.
- 7.0 The wiring for electric/electronic automatic controls shall preferably be with single conductor wire which may be PVC insulated within metal conduits, exposed shielded or exposed PVC insulated and sheathed wiring in accordance with the recommendations of the control manufacturer. The live connections shall be protected by the cover plates to avoid any hazard. The wiring outside the plant rooms or fan-coil unit enclosures must be in conduit to avoid any mechanical damage.
- 8.0 All components and wires shall be selected/sized with required derating for site ambient and altitude as specified and close grouping within the enclosed space of a MCC or Control Board.
- 9.0 Contractor shall provide three sets of fuses, indicating lamps, one manometer and one voltmeter as spares.

SPARE PARTS

The tenderer should include the price of complete set of spare parts for all items supplied by him required for two years operation for the specified operating hours as

recommended by manufacturer and specified elsewhere.

The following spares shall be supplied:

- i. 01 No Spare Compressor for (8 Ton Floor Standing Unit)
- ii. 01 No Spare Condenser Motors & Fan for (8 Ton Floor Standing Unit)
- iii. 01 No Spare Compressor Contractor for (8 Ton Floor Standing Unit)
- iv. 01 No Spare Main & Indoor PCB for (8 Ton Floor Standing Unit)
- v. 01 No Spare Indoor Fan Motor (8 Ton Floor Standing Unit)
- vi. 01 Set Spare Temperature Sensors for (8 Ton Floor Standing Unit)

SPECIAL TOOLS AND INSTRUMENTS FOR MAINTENANCE

- 1.0 The Contractor shall supply to the Employer all necessary special tools and instruments required for proper operation, servicing and maintenance of the complete plant.
- 2.0 The tenderer shall give a complete List of special tools and instruments included in his tender.
- 3.0 Amongst others, following shall be included without limitation:
 - 3.1 Tong Tester of suitable range with Amp, Volt and ohm scales.
 - 3.2 One set each of open end, ring and adjustable spanners.
 - 3.3 One set each of flat and Philips head screw drivers.
 - 3.4 Refrigerant Charging Hoses with Diagnostic Manifold Gauge Set
 - 3.5 Two pliers with flat and pointed nose.
 - 3.6 Set of Adjustable wrenches (Make: Force)
 - 3.7 Offset Box Wrenches (all Standard Sizes) (Make: Force)
 - 3.8 Electric Air Blower, Industrial Type (Make: Hyundai)
 - 3.9 Karcher Machine (Make: Karcher)
 - 3.10 Service Bags= 01 No

MAINTENANCE

01. The Contractor shall be responsible without additional charge to the Employer for maintenance and servicing of the complete plant during the period of maintenance named in the Memorandum after the issue of the Certificate of Substantial Completion by the Engineer.
02. The Contractor shall be responsible for arranging all tools, instruments and Technical Staff including Specialist Technicians/Engineers required for the work. The Employer shall be responsible to supply all materials and spare parts required for the work excluding parts defective due to manufacturing

defect which shall be replaced by the Contractor under the terms of the contract.

03. The Contractor shall service the complete plant regularly according to the Schedule of Servicing and Maintenance as approved or amended by the Client but not less than once a month during the operational seasons. The service and maintenance shall be carried out by competent skilled labor under supervision of a qualified Engineer.
04. The Contractor shall take a certificate of satisfactory completion of monthly servicing from the Employer's Representative.
05. The Contractor shall carry out annual servicing, maintenance and overhauling of the complete plant at the end of the operational season and make the plant ready for operation in all respects well before the commencement of the next operational season. On receiving notification from the Contractor that annual servicing, etc. is nearing completion, the Consultant shall check the work carried out and give directions to the Contractor for completion of outstanding work, if any.
06. On satisfactory completion of annual servicing, maintenance and overhauling of the complete plant, the Engineer shall issue a Certificate of satisfactory completion to the Contractor.

TECHNICAL DATA OF OFFERED UNITS

All bidders are required to accurately fill in the table below with comprehensive details for each type of unit. This data will be meticulously verified against the equipment catalog to ensure authenticity and compliance with technical requirements outlined in the tender document.

Also attach the manufacturer's original technical data/catalogue for verification of below completed compliance sheet of the equipment. If the manufacturer's catalogue is not attached with the tender, the submitted compliance sheet will not be considered for evaluation.



SCHEDULE COMPLIANCE SHEET FOR 8 TON FLOOR STANDING SPLIT AIR CONDITIONER

S. No.	Description	Required	Offered
1	Make / Brand	As mentioned in list	
2	Model	-	
3	Type	Inverter/non-inverter	
4	Cooling Capacity	8.0 Ton/96,000 Btu/hr	
5	Heating Capacity (Heat Pump)	100,000 Btu/hr	
6	Power Consumption (Cooling)	(kW)(H/S/L)	
7	Refrigerant	R-410a	
8	Condenser Coil	Copper tubes	
9	Evaporator Coil	Copper tubes	
10	Fins	Anti Corrosion Coated Aluminium Fins	
11	Air Flow	Not Less than 3000 CFM	
12	EER	-	
13	Voltage	400/3/50Hz	
14	Operating Temperature Range	Up to 52 degree C	
15	Compressor Climate Type	T3	
16	Cooling Capacity at T3 Climate Condition	Not Less than 6.8 Ton/81,600 Btu/hr	
17	Power Input @ T3 Condition	Maximum 13 kW	
18	Manufacturer's Capacity Deration Chart against Temp:	Mandatory (Required)	
19	Compressor Warranty	5 Years	
20	PCB Cards Warranty	2 Years	
21	Evaporator / Condenser Coil Warranty	2 Years	
22	Other Parts Warranty	2 Year	

Company's Sign & Stamp



SCHEDULE COMPLIANCE SHEET FOR 2.0 TON SPLIT AIR CONDITIONER

S. No.	Description	Required	Offered
1	Make / Brand	As per Attached List	
2	Model	-	
3	Type	Inverter	
4	Cooling Capacity	2.0 Ton/24,000 Btu/hr	
5	Power Consumption (Cooling)	(W)(H/S/L)	
6	Refrigerant	R-410a	
7	Condenser Coil	Copper tubes	
8	Evaporator Coil	Copper tubes	
9	EER	-	
10	Voltage	220/1/50Hz	
11	Operating Temperature Range	Up to 52 degree C	
12	Compressor Climate Type	T3	
13	Cooling Capacity at T3 Climate Conditions	1.8 Ton/21,600 Btus	
14	Warranty	-	
15	Compressor Warranty	10 Years	
16	PCB Cards Warranty	4 Years	
17	Evaporator / Condenser Coil Warranty	2 Years	
18	Other Parts Warranty	1 Year	

Company's Sign & Stamp



List of Approved Brands

S. No.	Items	Approved Make
1	Floor Standing Split AC	1. LG 2. Pearl 3. Gree 4. Acson Approved Equal
2	Wall Mounted Split AC	1. LG 2. Samsung 3. Gree 4. Acson 5. Approved Equal
3	Refrigerant pipes / Copper Pipe	1. Golden Dragon Approved Equal
4	Pipe/Duct Insulation	1. K-Flex 2. Aeroflex 3. Armaflex Approved Equal
5	UPVC Pipe	1. Dadex 2. AGM 3. Steelex Approved Equal
6	Electric Cables & Wires	1. Pakistan Cables Approved Equal
7	Air Curtains Fan	1. Panasonic 2. Acson 3. Elta 4. DynAir Approved Equal
8	G.I Sheet	1. Pakistan Steel 2. ISL 3. Imported Approved Equal
9	Air Devices	1. Steel Craft 2. Mehran 3. Thermec 4. EAP Approved Equal
10	Concrete Fasteners & anchors	1. Hilti (UK/Germany) 2. Fischers (Germany) 3. Index (Spain) Approved Equal



11	Paints	1. ICI (Pakistan) 2. Berger (Pakistan) Approved Equal
12	Motors	1- Siemens 2- ABB Approved equal
13	M.C.C	1- Karimi Electric 2- Sunbeam 3- Husain & co. Approved equal
14	CABLE TRAY	1- Ezzi Engineering Approved Equal
15	Refrigerant Isolation Valve	1- Danfoss 2- Mueller 3- Emersion Approved equal
16	Control wire	1- Belden Approved equal
17	Aluminum Tape	1-Abro industries (USA) Approved Equal
18	FILTER	1- CAMFIL 2- AMERICAN air filter Approved Equal
19	Vapor Barrier Coating	1. Foster (USA) Approved Equal
20	Circuit Breakers	1- Terasaki 2- Schinder Approved equal

NOTE:

Equipment & material shall be supplied only by the authorized distributor. The contractor shall submit complete technical details of the equipment and material and obtain approval prior to delivery on site. in case of “approved equivalent”, it shall be at the discretion of the client to accept the alternate proposal submitted by the contractor.



SPECIAL CONDITIONS OF CONTRACT

01. GENERAL CONDITIONS OF CONTRACT

- 1.1 The General Conditions of Contract shall be carefully studied by each tenderer before submitting his tender. Nothing stated herein shall waive any part of the General Conditions of Contract unless specifically stated herein. Where clauses of General Conditions of Contract are repeated in this section, it shall be only for calling special attention to them and/or as a further qualification, and it shall not mean as omitting any other clause or clauses of the General Conditions of Contract.

02. SCOPE OF WORK

- 2.1 The accompanying specifications and drawings are intended to provide complete Air Conditioning systems and ancillary works for the Building referred in the specifications and drawings, and the contract on lump sum cost basis is intended to provide all materials and labour necessary for manufacture, supply, construction, assembly, installation, completion, testing, commissioning, balancing and adjusting and maintenance of the complete Airconditioning systems and ancillary works, making them ready for operation in all respects and training of the Employer's personnel.
- 2.2 (a) The general scope of work is detailed and shown in the specifications and drawings. Furthermore, included are all interconnecting piping, valves and fittings and electric wiring between and for various items of plant, equipment, controls and accessories.
- (b) Owner shall supply to the contractor, free of charge at site, certain equipment and materials as listed in the Schedule of Quantities. The contractor shall take delivery of these items, arrange careful storage and carry out assembly, installation of these items along with other items to be supplied by the Contractor so as to complete whole of the works in all respects as detailed in the specifications, drawings, schedules carefully study the specifications, manufacturers technical bulletins and drawings for the Employer supplied items so as to become fully familiar with the same for carrying out the works.
- 2.3 Within the general scope of work the following items are specifically included without limitation:
- a. VRF system / Floor Standing Split ACs
 - b. Refrigerant & Air distribution system
 - c. System automatic controls
 - d. Water drain system for all equipment
 - e. All cutting, chases and making of opening and subsequent repairs except beam and slab openings.
 - f. Motor Control Centers and complete electric wiring and earthing for all the plants, equipment, automatic controls and safety devices from electric supply and earthing points provided by the Employer as shown in the drawings. The Contractor shall also supply starters etc. for all Owner supplied equipment.



- g. Painting of equipment and system components and all other incidentals to make the exhaust air systems and ancillary works installation complete and perfect and ready for operation in every respect.
 - h. Commissioning, testing, balancing, adjusting, painting and all other incidentals to make the Airconditioning, Ventilation and other systems and all ancillary works installation complete and perfect and ready for operation in every respect.
 - I Adjusting and balancing of the complete air and water systems and automatic controls. The Contractor shall arrange the services of approved Specialist(s) for final balancing of the air exhaust system. The Contractor shall be responsible to provide the services of Engineers, technicians and skilled helpers as required by the Specialist(s) for carrying out the work.
 - J Test runs of the complete system after the completion of installation, commissioning, balancing and adjusting of equipment and systems.
 - K Servicing and maintenance of the complete plants during the period of maintenance (12 operating months).
- 2.4 The Contractor shall give written guarantee that all the equipment and materials supplied under the contract shall be brand new, of robust construction and standard manufacture, and that the materials and workmanship will be of best class, will be installed in a practical and first class manner, that the plants and systems will be complete for satisfactory operation, nothing being omitted by way of labour and material required to make them so although not specifically shown or mentioned in the drawings or specifications, and that these will be delivered to the Employer in well working order, complete and perfect in every respect.
- 2.5 The Contractor shall furnish all the required equipment, plants, devices, controls, etc. required to complete the works under applicable local codes or regulations required to complete the works.
- 2.6 The specifications are to be read in conjunction with the latest relevant British/American Standard Specifications and British/American Standard Codes of Practice. It shall be inherent in the interpretation of the contract documents that wherever British Specifications or Codes are referred to, they shall be deemed to be the British or American Standard Specifications or Codes and vice versa. Where differences or contradictions appear to arise between the British and American Standard Specifications or Codes, these differences or contradictions shall be referred to the Engineer for a decision.
- 2.7 In case any item or material offered deviates from the above standards, the tenderer shall clearly draw attention to all such deviations and no such item or material shall be supplied by the Contractor without prior written approval of the Engineer.
- 2.8 The Contractor shall execute the works with materials in accordance with the specifications. All materials which in the opinion of the Engineer are not sound and/or do not meet with the above conditions, shall be immediately dismantled and/or removed from site by the Contractor at the request of the



Engineer and replaced by appropriate approved materials without claim by or extra payment to the Contractor.

- 2.9 The tenderer shall carefully check the sizes of the plant rooms, the pipe and duct passages and trenches, the pipe and duct shafts as shown in the drawings and confirm that his equipment, piping, ducting, wiring, etc. can be installed within the respective spaces allocated for the same.

03. **RESPONSIBILITIES OF THE EMPLOYER AND CONTRACTOR**

- 3.1 The Employer shall not provide any equipment, stores, materials, etc. to the Contractor for the purpose of completing the works or temporary works except where otherwise specified in the contract.

The respective responsibilities of the Employer and the Contractor for the ancillary work shall be as detailed below.

3.2 Builders Work.

- (a) The Employer shall arrange all slab, beam and structural openings.
- (b) All wall openings, cutting, chases, patching and making good shall be done by the Contractor. Only finishing and painting shall be arranged by the Employer after the Contractor has completed his work.
- (c) All foundations for equipment mounting, MS Channels etc. will be constructed arranged by the Contractor who will also provide vibration isolators for isolation from the building structure as required (and/or specified).
- (d) The Contractor will supply and fix all necessary foundation and anchor bolts, concrete inserts, sleeves, brackets, clips, supports, stays, hangers, and hardware required for the complete installation. The Contractor shall supply and fix foundation and anchor bolts, concrete inserts and pipe sleeves before concreting. The Contractor will also be responsible for plugging of slab, wall and ceiling openings for all items and fittings where plugging must be done by special plugs, screws or materials.
- (e) The Contractor shall arrange for lifting of all equipment and materials (including Owner supplied equipment) to their respective plant rooms and locations. The Contractor will be responsible for any damage to the building finishing. He shall ensure that no damage is caused to the structure.

3.3 Electrical Work.

- (a) The Contractor will be provided with electric supply points, 400 volts, 3 phase, 4 wire along with two earthing points, or 220 volts, 1 phase with one earthing point, in the plant room as shown in the drawing.
- (b) The Contractor shall be responsible for supply and installation of the Motor Control Centers and complete electric wiring and earthing work

for all system, equipment and automatic control. He shall also check and confirm that the specified ratings of the supply point meet the requirements of his plant and equipment.

- (c) The responsibility of the Employer would be limited to providing the electric supply point and earthing points as detailed above and shown in the drawings.

3.4 Decorating Work.

The Contractor shall not be responsible for the decoration of the building including false ceiling/boxing and any special decorative painting to the plant components visible in the occupied areas unless otherwise specified. The Contractor will be responsible otherwise for painting all equipment, plants, components, piping and ducting as specified.

- 3.5 The Employer will arrange without charge the ractor, the supply of electricity, water and fuel during the commissioning, starting, testing and adjusting of the complete plant and during the Test Run. The Contractor shall be responsible for the supply of all other materials and labor required in this connection.

- 3.6 It will be the responsibility of the tenderer to clearly mention in detail any other particular work excluded by him in his tender but necessary to complete the work in all respects for satisfactory, efficient and trouble-free operation.

04. **COORDINATION**

- 4.1 The Contractor shall acquaint himself fully with the requirements of the program of Building construction and the requirements of the Main Contractor, Electrical Contractor, Plumbing Contractor and any other Contractor carrying out the work in the building. It would be necessary due to the nature of the air-conditioning work to arrange a proper sequence of installation with respect to the work of the other contractors. It shall be the responsibility of the Contractor to schedule his work to complete the air-conditioning installation work within the required time and without causing delay in the completion of the entire project.

05. **GUARANTEES**

- 5.1 The Contractor shall guarantee the performance (including specified capacities), fuel and electricity consumption of the plant and equipment offered by him. He shall state in his tender the natural gas/fuel oil consumption in cubic feet/litres per hour per horsepower of the boilers, KW consumption of electric motor operated compressors/chillers/air conditioners and other equipment offered by him. The Contractor shall establish the performance, fuel and electricity consumption of the plant and equipment during the summer and winter test runs and will make all necessary adjustments to ensure that the performance and consumption is within the limits guaranteed by him.



- 5.2 The Contractor shall give to the Employer a written guarantee for the complete works against defective materials and faulty workmanship for the period of maintenance as specified in the Memorandum from the date of issue of Certificate of Substantial Completion by the Engineer. The guarantee shall also cover the maintenance of inside temperature and humidity conditions as specified. All defects of material or workmanship found in the work during the period of maintenance shall be removed and defective items replaced or repaired by the Contractor to the satisfaction of the Engineer without any additional cost to the Employer.
- 5.3 The Engineer shall inform the Contractor in writing what respect for any portion of the work, plant or equipment is defective. If any defect is not remedied within reasonable time by the Contractor, the Employer may proceed to do the defect rectification work at the Contractor's risk and expense but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects.
- 5.4 In case the replacements, repairs or renewals are of such a character as may affect the efficiency of the plant or equipment, the Engineer shall have the right to give to the Contractor within one month from such replacements, repairs or renewals notice in writing that a test be carried out to check the efficiency and performance of the plant or equipment and it shall be the duty of the Contractor to ensure that the efficiency and performance of the plant or equipment conform with the specified requirements.
- 5.5 In the event of any defect of material or workmanship occurring or being discovered during the period of maintenance, the period of maintenance shall continue until the cause of the defect has been discovered and remedied to the satisfaction of the Engineer.

06. **MANUFACTURERS/SUPPLIERS' GUARANTEES/WARRANTIES**

- 6.1 Manufacturer/Supplier's Guarantee/Warranty, specimen given below, for each equipment is an essential document to be supplied to the Employer before claiming payment for that equipment. The Guarantee/Warranty shall be duly sealed and signed by an authorized Executive of the Manufacturer/Supplier.
- 6.2 (a) The Contractor may obtain the Guarantee/Warranty from the Manufacturer/Supplier and submit the same to the Engineer/Consultant before claiming payment for the equipment on his bill, or
- (b) The Manufacturer/Supplier shall furnish the Guarantee/Warranty as an essential part of the documents submitted to the Bank to claim payment against the letter of credit established by the Employer.
- 6.3 The form of Guarantee/Warranty shall be:



"We hereby guarantee that the stores supplied are produced newly in accordance with the contract specifications and that the materials used whether or not of our manufacture are in accordance with the latest appropriate standard specifications, the contract specifications and of good workmanship throughout. We shall replace free of cost FOB Factory or repair any part of the equipment for either a period not exceeding 12 calendar months after it has been taken over on completion of installation as certified in the Completion Certificate issued by the Employer or a period of 24 calendar months from the date of dispatch from our Factory, whichever is shorter, which would be found defective due to material or faulty workmanship or in any way not in accordance with the contract specifications.

Our responsibility shall be limited to replace/ repair any part or parts of the stores found to be defective in workmanship or material provided the equipment is operated and maintained by the Employer in accordance with the generally approved practices and provided the Employer informs us in writing as soon as such defect becomes apparent.

Our obligation shall be to replace or repair any part or parts found defective FOB Factory and we shall not be responsible for any consequential damage or liability. We shall also not be responsible for any work done, equipment or part(s) supplied or repaired by others or for any loss, damage or expenses arising from such work, equipment, part(s) or repairs.

Signature and Seal _____

Manufacturer/Supplier's Name and

Address _____

Date _____ “

- 6.4 Wherever guarantees of operating capacity and efficiency, proper functioning, durability and the like are called for and/or wherever it is specified that the manufacturer shall furnish necessary technical manuals, drawings, performance data, test certificates, etc. and shall supervise the starting up of the equipment and adjustments after installation and starting up, and etc., and maintain it for the required period and perform similar other duties and services, the Contractor shall be held responsible for performance of the specified services for the actual conditions of the installation and he shall be held responsible for any default on the part of his suppliers/manufacturers/principals.

07. **DRAWINGS, TECHNICAL DATA AND MANUALS TO BE SUPPLIED**



- 7.1 The Contractor when preparing any detailed shop drawings shall carefully check for all clearances, field conditions, avoidance of any hindrance with architectural features and proper coordination with all other services of the building. Each shop drawing submitted by the Contractor shall include a certificate by the Contractor that all related conditions on the site relevant to that installation have been checked and that no conflict exists. The Engineer/Consultant shall not approve any shop drawing submitted by the Contractor without such a certificate.
- 7.2 Manufacturers' performance data, performance and other test certificates and shop drawings for all main equipment giving complete information regarding dimensions, materials and other details confirming the adequacy of the equipment to be supplied shall be submitted to the Engineer/Consultant for approval.
- 7.3 All shop drawings etc. correct and conforming with the contract requirements, shall be submitted to the Engineer/Consultant sufficiently in advance of actual requirements to allow ample time for checking and approval and no claim for extension of the contract time will be considered by reasons of the Contractor's failure to submit the correct drawings etc. in time. The Contractor will submit eight copies of final corrected shop drawing for approval out of which 3 duly approved copies would be returned to him.
- 7.4 The Contractor shall clearly point out the differences, if any, between the details submitted and the requirements of the contract in covering letters sent with the submitted documents and drawings. He should also give reasons for his request for substitution so that if substitution is approved by the Engineer, necessary action may be taken for price adjustment. The Contractor will not otherwise be relieved of his responsibility for executing the works in accordance with the contract.
- 7.5 After completion of the installation work, the Contractor is to provide reproducible transparencies (quality to be approved by the Client) and 3 copies each of as installed drawings showing runs and location of all the plant, equipment, controls, piping, ducting, electric wiring, buried work, etc. giving all necessary details of the works as actually installed.
- 7.6 Technical Manuals.
- The Contractor shall supply seven sets of printed manufacturers' installation, commissioning, operation, servicing and maintenance manuals, technical catalogues and detail spare parts manuals in English language for all items well before shipment of the items by the manufacturers/suppliers for the guidance of the Employer's operators in operation, servicing and maintenance of the plants and equipment.
- 7.7 In case of any question regarding the Contractor's responsibility for preparation and supply of any detail shop drawings, data, as-installed drawings, technical

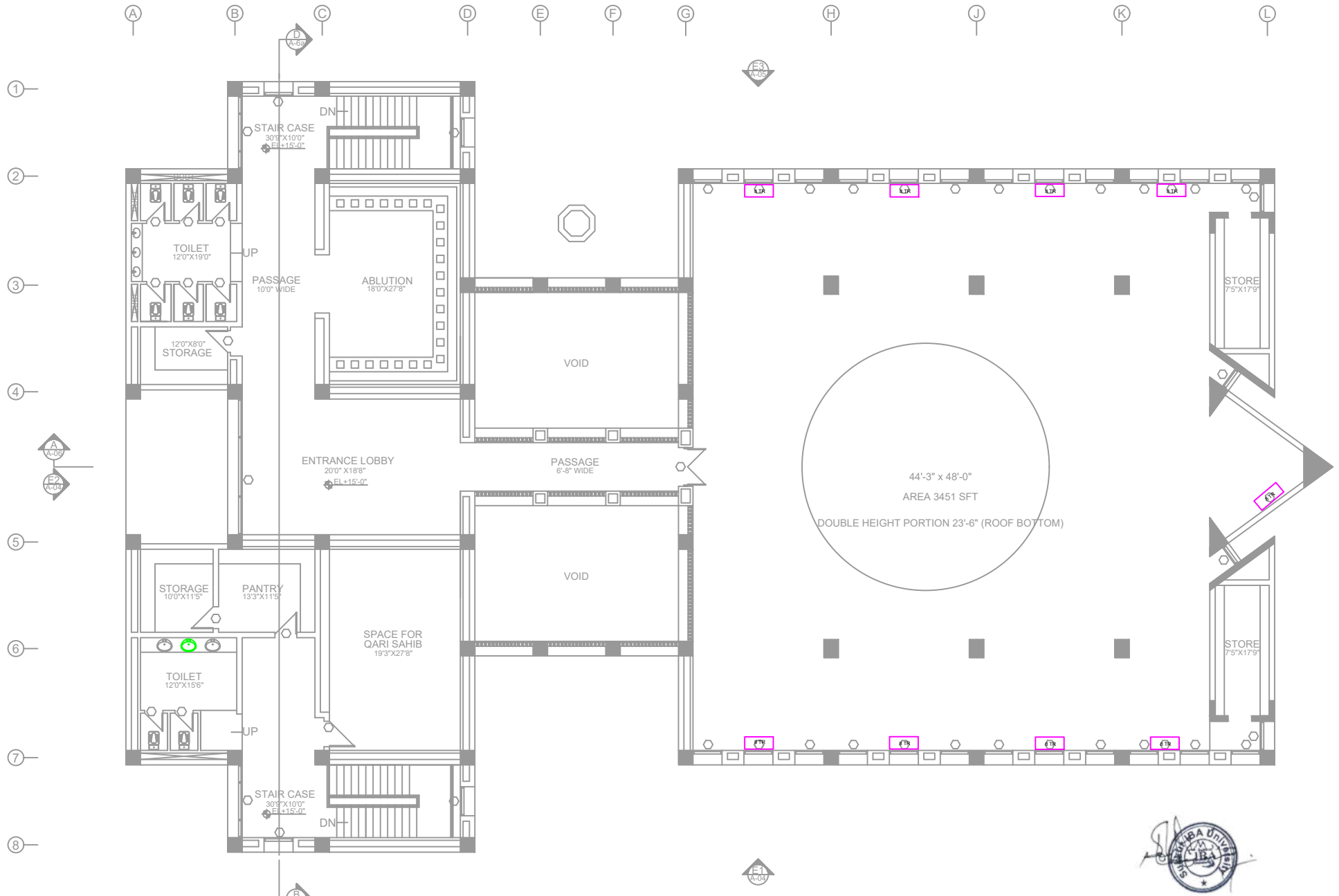
manuals, etc., the Engineer's decision shall be final and binding as to the requirements of the shop drawings, data, as-installed drawings, technical manuals, etc. for the works.

- 7.8 The approval by the Engineer of any submitted data, shop drawings, performance curves, test certificates for any item, arrangement and or layout shall not relieve the Contractor from any responsibility regarding the performance of the contract. Such approval shall not also relieve the Contractor from responsibility for error of any sort in the submitted data and shop drawings, etc.

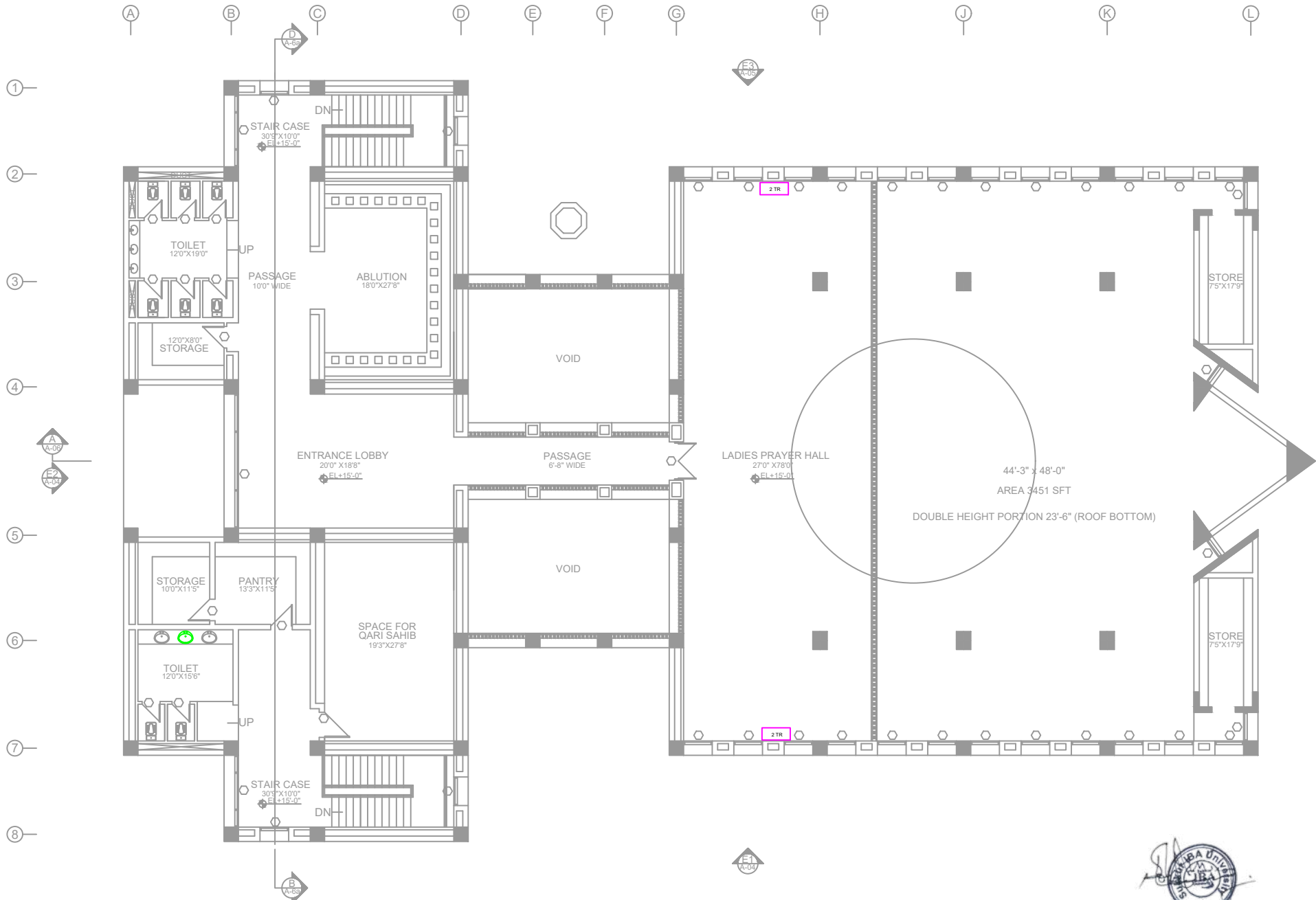


DRAWINGS



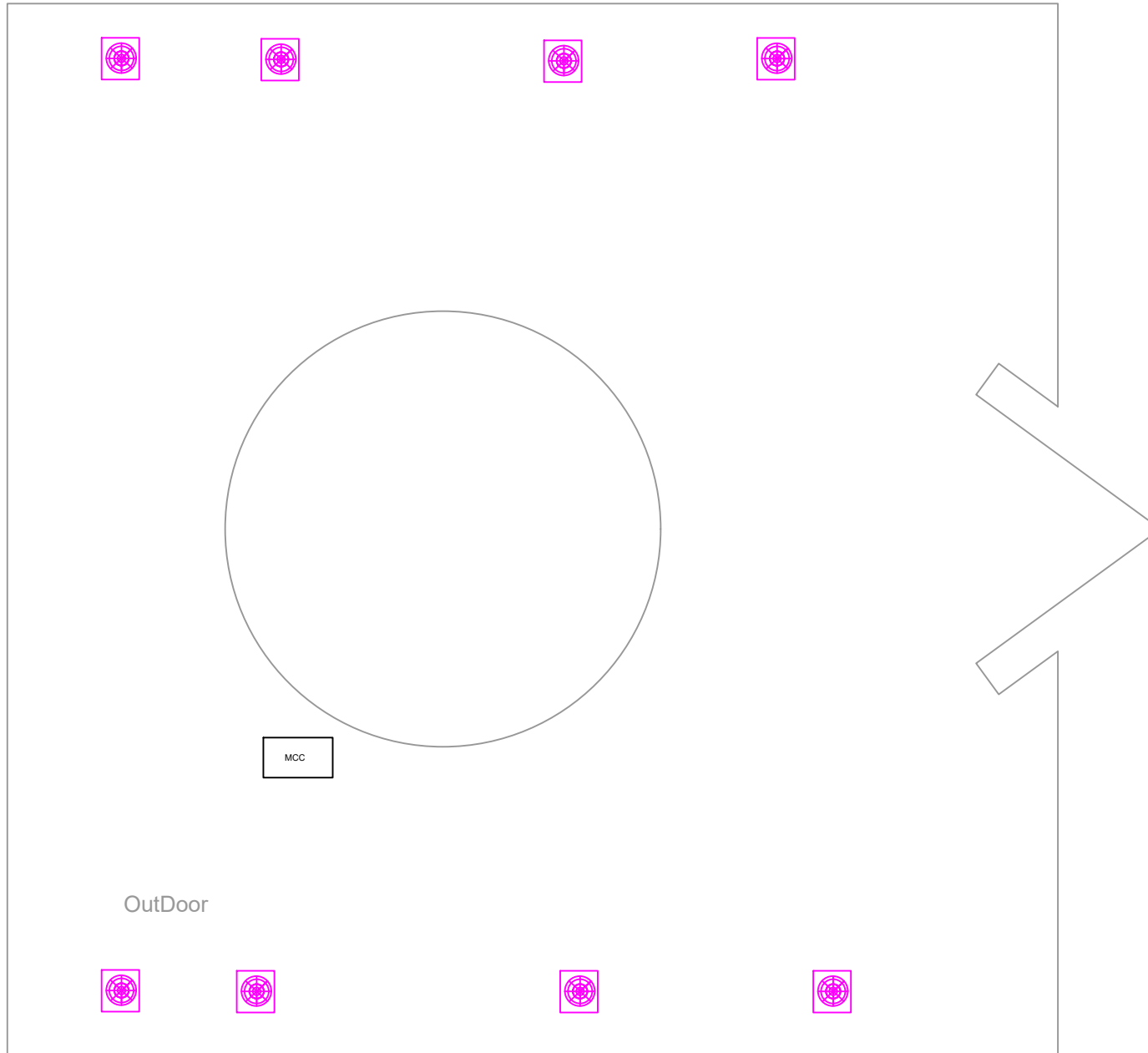


2 GROUND FLOOR PLAN
SCALE = 1/8" = 1'-0"



2 MEZANINE FLOOR PLAN
SCALE = 1/8" = 1'0"





ROOF PLAN
Sukkur IBA University AC Layout Plan





SUKKUR IBA UNIVERSITY

MERIT - QUALITY - EXCELLENCE

No: SUK-IBA/Rgrs/Mc/1275/25

Date 18-11-2025

NOTIFICATION

Consequent upon the approval of the Vice Chancellor, Sukkur IBA University, the following Procurement Committee for all Development Works of Sukkur IBA University (Main Campus), all sub-Campuses and IBA Community Colleges and Schools has been reconstituted with effect from December 01, 2025.

The procurement Committee will comprise as under:

S. No	Name	Roles on Committee
1	Engr. Ubedullah Soomro Additional Project Director, Sukkur IBA University	Convener
2	Mr. Hari Lal Nathani Additional Director Procurement, Sukkur IBA University	Member
3	Engr. Tahseen Ahmed Memon Executive Engineer, Sukkur IBA University	Member
4	Engr. Mansoor Ahmed Memon Deputy Director (P&D)	Member
5	Mr. Irfan Ullah Director, HEC, Islamabad	Member (External) (for PSDP Projects)
	Engr. Haseeb Ansari Additional Director (P&D) NED University of Engineering and Technology, Karachi	Member (External) (for non PSDP Projects)

Functions and Responsibilities of the Procurement Committee (ToRs):

The procurement committee shall be responsible as per SPP Rule 8:

- Procurement Value Rs 1000000/- and above
- Preparing bidding documents.
- Carrying out a technical and financial evaluation of the bids.
- Preparing evaluation report as provided in Rule 45 of SPP Rules, 2010
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

This notification supercedes the previous notification # Suk-IBA/Rgr/MC/1104/25 dated: October-08, 2025.

Registrar (Acting)
Sukkur IBA University

Co-cc:

1. ES to Vice Chancellor
2. All Concerned
3. Office File



SUKKUR IBA UNIVERSITY

MERIT - QUALITY - EXCELLENCE

No: SUK-IBA/Rgt/MC/562/25

Date 09-05-2025

NOTIFICATION

Consequent upon the approval of the Vice Chancellor, Sukkur IBA University, the following Grievance Redressal Committee has been reconstituted to streamline the procurement process of Sukkur IBA University, its Sub-Campuses, Community Colleges & Schools with effective from May 08, 2025.

The Grievance Redressal Committee will comprise as under:

S.No.	Name	Role on Committee
1.	Prof. Dr. M. Abdul Rehman Soomrani Pro Vice Chancellor (Sub Campuses) Sukkur IBA University	Convener
2.	Representative of the Accountant General Sindh	External Member
3.	Independent Professional (from relevant field)	External Member

Functions and Responsibilities of Grievance Redressal Committee/ToR:

Complaint Redressal Committee shall be responsible for:

SPPRA Rule 31(4) The Grievance Redressal Committee upon receiving a complaint from an aggrieved bidder may, if satisfied;

(a) prohibit the grievance redressal committee from acting or deciding in a manner, inconsistent with these rules and regulations;

(b) annul in whole or in part, any unauthorized act or decision of the procurement committee; Provided while re-issuing tenders, the procuring agency may change the specifications and other contents of bidding documents, as deemed appropriate.

(bb) recommend to the Head of Department that the case be declared a mis-procurement if material violation of Act, Rules Regulations, Orders, Instructions or any other law relating to public procurement, has been established; and

(c) reverse any decision of the procurement committee or substitute its own decision for such a decision; Provided that the grievance redressal committee shall not make any decision to award the contract.

SPPRA rule 31(5) The grievance redressal committee shall announce its decision within seven days and intimate the same to the bidder and the Authority within three working days. If the committee fails to arrive at the decision within seven days, the complaint shall stand transferred to the Review Committee which shall dispose of the complaint in accordance with the procedure laid down in rule 32, if the aggrieved bidder files the review appeal within ten (10) days of such transfer;

1 of 2

SPPRA Rule 31(6) The Procuring Agency shall award the contract after the decision of the grievance redressal committee;

SPPRA Rule 31 (7) Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings; Provided that in case of failure of the Grievance Redressal Committee to decide the complaint; the procuring agency shall not award the contract, until the expiry of appeal period or the final adjudication by the Review Committee.

This notification supersedes the previous notification No# SUK-IBA/Rgr/451/23 Dated 17-03-2023


Registrar
Sukkur IBA University

Cc to:

1. ES to Vice Chancellor
2. All Concerned
3. Office file

