



Tender Proc/229

Tender Document

INTERIOR WORK FOR CRAIB LAB, ACADEMIC BLOCK-V,

December 2020

Last Date for Submission	December 18, 2020 @ 1:00 pm
Tender Opening Date	December 18, 2020 @ 1:30 pm

Sukkur IBA University
Airport Road Sukkur
Web: www.iba-suk.edu.pk
Telephone No. 111-785-422

**INTERIOR WORK FOR CRAIB LAB, ACADEMIC BLOCK-V,
AIRPORT ROAD, SIBA UNIVERISTY, SUKKUR**

This is to confirm that the contractor will be solely responsible for the correct assessment of the scope of works.

All the material which is the part of Tender package is only to guide the bidder to generate his own statement for the complete job.

Before the submission of Bid this office is available for the assistance to clarify any item.

The bids have to be inclusive of all kind of taxes.

Shop Drawings to be submit for items prior to execution for approval.

1. FORM OF TENDER
pages 1-1 to 1- 4

Mr. Abdul Jabbar Soomro
Project Director
Sukkur Institute of Business Administration University,
Airport Road,
Sukkur

**INTERIOR WORK FOR CRAIB LAB, ACADEMIC BLOCK-V,
AIRPORT ROAD, SIBA UNIVERISTY, SUKKUR**

Dear Sir,

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

Cost Per SFT	_____
Area	3800 Sft
TOTAL (in figures)	Rs. _____
(in words) Rupees	_____

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

- 1.2 We accept the above-mentioned Tender Documents as valid and binding including parts not countersigned in full by us. This also includes all Appendices to the Form of Tender attached hereto.
- 1.3 We confirm that we have satisfied ourselves about the SITE, services, ground water, sub-soil, climatic, traffic and all other conditions in Pakistan in general and the SITE of the PROJECT, and related works in particular, which influence, or may influence the work, and that we do not require any further clarification and additional information thereto, and that we cannot raise any claim for not knowing them. The CONTRACTOR may see for his reference the sub-soil report of soil exploration work done by a soil investigation firm, which is available with the ARCHITECT and/or OWNER. The CONTRACTOR shall however make his own assessment by making further investigations. No claim will be entertained by the OWNER for dewatering and soil investigation, in case any variation or omission is found in such data.
- 1.4 We undertake to carry out such alterations, additions or curtailments of the WORK as may from time to time be determined and ordered in writing, in accordance with the CONTRACT, and at the rates in the Bill of Quantities.
- 1.5 The rates and prices which we have entered in the Bill of Quantities and Schedule, and all information and data attached with our Tender are complete and without any hidden or technical and/or financial reservations or implications. They have been duly checked, and are correct in every aspect.
- 1.6 The rates and prices which we have entered in the Bill of Quantities and Schedule, are firm and shall remain fixed for the entire duration of the CONTRACT, and are inclusive of custom duties, sales tax, local and federal taxes, Iqra surcharge, insurance, port and octroi charges, royalties, except change in direct taxes.
- 1.7 We attached herewith a **Bid Bond** for **2%** of the contract value valid for **45 days** from the date of opening of the Tender in favor of the OWNER, in the form of Pay Order from a Scheduled Bank/ approved Insurance Company.

We agree that should we withdraw the offer within the aforesaid period, and/or fail to sign the formal Agreement of CONTRACT, and/or fail to submit the Performance Bond, the OWNER shall be at liberty to appropriate at his absolute discretion such aforesaid Bid Bond.

- 1.8 A certificate attesting the signatures of our authorized representatives is enclosed.

- 1.9** We undertake, if our Tender is accepted, to commence the WORK at SITE within **3 (Three) Calendar days** of the date of issue by the OWNER of the Letter of Award, and to sign the Agreement for the CONTRACT within **30 (Thirty) Calendar days** of the date of issue by the OWNER of the Letter of Award, and to complete the supply, installation and execution of the whole of the said WORK, in conformity with the said Tender Documents, within **3 (three) calendar months** of the date of issue by the OWNER of the Letter of Award, or such extended time as may be allowed by the OWNER from time to time under the CONTRACT.
- 1.10** If our Tender is accepted, we shall furnish a **Performance Bond** as per the format as in Appendix II to these CONDITIONS of CONTRACT, from a Scheduled Bank or any insurance company from among the approved list as in Clause **3.13.2**, which shall be valid from the date of issue by the OWNER of the Letter of Award, till the expiry of the PERIOD of MAINTENANCE in accordance with Clause **3.17.4** of these CONDITIONS of CONTRACT.
- 1.11** We agree to pay all costs towards the preparation of the Agreement for the CONTRACT.
- 1.12** We further agree to abide by this Tender for a period of **45 (Forty-Five) Calendar days** from the date of opening of this Tender, and we agree to be bound by this Tender for that period.
- 1.13** Until and unless the Agreement is signed, this Tender and the OWNER's written acceptance thereof shall constitute a binding CONTRACT between us.
- 1.14** We understand that the OWNER is not bound to accept the lowest or any Tender he may receive.

Dated this ____ day of _____, 2020 _____

Name (in block letters) _____

Signature

Designation _____

Address _____

Seal of the Tenderer

Duly authorized to sign the Tender on behalf of:

(Name of the Tenderer in Block Letters)

Address _____

Witness

Name (in block letters)

Designation _____

Address _____

2. Instructions to Tenderer

2. INSTRUCTIONS TO TENDERERS

pages 2-1 to 2-9

2.1 Definitions and Interpretations:

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

2.1.1 **"GOVERNMENT"** means the Government of Sindh

2.1.2 **"OWNER"** means
SIBA University,
Pakistan

2.1.3 **"ARCHITECT"** means
Habib Fida Ali,
Architects,
4-Choudhry Khaliquzzaman Road,
Karachi-75530.
and/or any person duly authorized by him.

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

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

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

- .1 The Agreement of CONTRACT.
- .2 The Form of Tender and its Appendices, filled in and signed by the CONTRACTOR.
- .3 The Instructions to Tenderer:
- .4 The Conditions of CONTRACT and Appendices to the Conditions of Contract.

- .5 The Specifications.
 - .6 The Bill of Quantities priced by the CONTRACTOR.
 - .7 The Tender Drawings.
 - .8 The correspondence of the ARCHITECT and/or before finalization of the Tender.
 - .9 The Special Correspondence with the CONTRACTOR, inclusive of the covering letter with the Tender.
 - .10 The Final Drawings of the ARCHITECT and/or issued for construction.
 - .11 The Shop Drawings prepared by the CONTRACTOR and approved for construction by the ARCHITECT and/or
 - .12 The as built drawings prepared by the CONTRACTOR and approved by the ARCHITECT and/or
 - .13 The Addendum/Corrigendum, related correspondence.
- 2.1.7 **"CONTRACT PRICE"** means the price as in the Tender, inclusive of all additions or deletions foreseen in the CONTRACT, but without Liquidated Damages.
- 2.1.8 **"CONSTRUCTION PLANT"** means all tools, machinery, equipment appliances or things of whatsoever nature, required for the execution, completion or maintenance of the WORK or Temporary WORKs (as hereinafter defined), but does not include materials or other things intended to form or forming part of the permanent structures.
- 2.1.9 **"TEMPORARY WORKS"** means all temporary works of every kind, inclusive of the materials therefore, required in or about the execution, completion and maintenance of WORK until final acceptance. It also includes any material becoming part of the completed WORK, and any performances therewith, required and used only due to, or in consequence of, the construction methods, construction stages etc.
- 2.1.10 **"DRAWINGS"** - The term "Drawings" wherever referred to in CONTRACT shall include in addition to those listed in the CONTRACT such additional scale and full size detail drawings as will be furnished by the ARCHITECT and/or from time to time as WORK progresses to amplify drawings listed.
- 2.1.11 **"BILL OF QUANTITIES"** - The term Bill of Quantities shall mean that part of the CONTRACT documents under Section 5

outlining the quantities of the various items of WORK to be performed under the various sections of the Specifications, and the respective per unit prices for these items of work, quoted for by the Tenderer.

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

2.1.13 "EQUAL","EQUIVALENT","SATISFACTORY", etc. When the terms "or equal", "approved", "acceptable", "satisfactory", "proper" or other general qualifying terms are used in CONTRACT, it shall be understood that reference is made to ruling and judgment of ARCHITECT and/or The term "equivalent" where used in this Specifications, in general sense shall not mean "similar", but on the contrary, "conforming to, of like kind, quality and function". Proprietary items and trade names are used for the purpose of establishing a standard of "kind, quality and function", and "equivalent" items, articles, things or materials will be approved, if held to be "equivalent" by ARCHITECT.

2.1.14 "SITE" - The **"SITE"** shall **INTERIOR WORK FOR CRAIB LAB, ACADEMIC BLOCK-V, AIRPORT ROAD, SIBA UNIVERISTY, SUKKUR**

where the WORK is to be executed.

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

2.1.15 "Rupees" means Pakistani currency Rupees. It is the currency basis of the CONTRACT.

2.1.16 "MONTH" means thirty (30) calendar days.

2.1.17 "DAY" means calendar day.

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

2.2 General:

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

2.3 Confidentiality:

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

2.4 Tender in Accordance with Documents:

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

2.5 List of Tender Documents:

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

2.6 Accuracy of Tender Documents:

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

2.7 Inspection of SITE:

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

2.8 Utilities at SITE:

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

2.9 Materials, Plants and Equipment:

The Tenderer will be deemed to have obtained full information about the availability and procurement of the required construction material,

plant, equipment and tools and to have allowed in his Tender for all delays, additional costs and financing charges that may arise directly or indirectly there from.

2.10 Neglect to obtain information:

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

2.11 Clarification and Queries:

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

.1 The tenderer shall in writing brought to the notice of the Project Director Sukkur IBA University any item(s) of work shown in the drawings/ specifications but NOT INCLUDED in the B.O.Q. Items such as drip course, rounding corners, chamfer, making holes/ grooves for piping/ clamps, etc. if not shown in BOQ shall not be considered for payment.

2.12 Difficult Design or Specifications

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

2.13 Fullness of Rates:

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

2.14 Form of Entry into Tender Documents:

Tenders must be prepared only on the Documents supplied herewith.

2.14.1 Language

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

2.14.2 Tenderer's Name, Signatures and Stamps

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

2.15 Alterations or Comments:

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

2.16 Completeness of Tender:

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

2.16.1 The Bill of Quantities must be fully priced in all items and totaled as required.

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

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

2.17 Additional Submissions:

The Tenderers must supply with their Tenders:

2.17.1 Contractual Reservations

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

2.17.2 Information of Suppliers

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

2.17.3 Standards for Materials

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

2.17.4 Time Schedule

Binding preliminary time schedule.

2.17.5 Special Sequences and Methods

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

2.18 Bid Bond:

Each Tender must be accompanied with a **Bid Bond for 2% of contract value valid for 45 days** from the date of opening of the Tender in favor of the OWNER, in the form of Pay Order from a Scheduled Bank. (Cheques will not be accepted).

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

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

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

2.19 Delivery of Tender Documents:

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

"Tender for mean INTERIOR WORK FOR CRAIB LAB, ACADEMIC BLOCK-V, AIRPORT ROAD, SIBA UNIVERISTY SUKKUR

The Tenders should be submitted at the office of Project Director, Sukkur IBA University, Airport Road, Sukkur on/before the last date and time of submission.

2.20 Time of Delivery:

The original Tender set must reach the Addressee above, before the time & date fixed. Tenders received after such time and date will be rejected.

2.21 Checking and Evaluation of Tender:

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

2.22 Arithmetical Corrections:

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

2.23 OWNER's right of Rejection:

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

2.24 Discussions after Acceptance of Tender:

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

2.25 Letter of Award of Work:

The Tenderer whose Tender may be accepted will, after all discussions as in 2.24, receive a Letter of Award of Work, after which Tenderer will be deemed to have been awarded the Work, and all covenants of the CONTRACT Documents will be applicable immediately on all parties concerned, until the formal Agreement of CONTRACT has been signed.

2.26 Enter into Agreement:

The Tenderer who has been issued Letter of Award of Work will be required to enter into the Agreement of CONTRACT, the form of which (subject to any necessary adaptations), will be as set out in APPENDIX I to the Conditions of CONTRACT, within **Thirty (30) days** after issue of Letter of Award of Work.

2.27 Amendments, Addenda, Corrigenda:

The right is reserved to amend any of the Tender Documents or to issue additions to them prior to the due date for submitting Tenders. All such amendments and/or additions will be advised not later than **3 (Three) days** before Tenders are due. It is mandatory that the Tender shall include the latest amendment and/or additions to the Tender Documents. The drawings mentioned in 2.1.10 of the Tender Documents as revised during the aforesaid period shall be deemed to be Drawings referred to in the CONTRACT upon which the sums named in the Tender are based.

When the Tenderer is informed of any amendment, addition, or revision

of the Tender Documents, he is required to immediately acknowledge receipt of same to the following:

Engr. Abdul Jabbar Soomro
Project Director
Sukkur IBA University
Airport Road
Sukkur
Email: pd@iba-suk.edu.pk

In case of any query or confusion, please send your queries at

Engr. Abdul Jabbar Soomro
Project Director
Sukkur IBA University
Airport Road
Sukkur
Email: pd@iba-suk.edu.pk

3. Conditions of Contract

3. CONDITIONS OF CONTRACT

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3.1 Distribution of Correspondence:

CONTRACTOR shall prepare 6 (Six) copies of all correspondence with OWNER, ARCHITECT and CONSULTANT. This is in addition to copies which may be required to be sent to other parties as the case may require.

3.2 Drawings and Specifications:

3.2.1 Issue and quantity of Drawings

After receiving Letter of Award of WORK, CONTRACTOR, upon instructions from the OWNER, shall receive from ARCHITECT and CONSULTANT two **(2) sets of Drawings** labeled "Good for Construction", out of which one (1) set will be preserved at SITE in a cellophane envelope for use of OWNER and/or ARCHITECT and/or CONSULTANT. Subsequently, all further Drawings issued to CONTRACTOR will be in **duplicate**, as mentioned. ARCHITECT and/or CONSULTANT shall furnish with reasonable promptness, additional instructions, by means of Drawings or otherwise, necessary for the proper execution of the WORK. All such Drawings and instructions shall be consistent with the CONTRACT, true developments thereof, and reasonably inferable there from. The WORK shall be executed in conformity therewith and the CONTRACTOR shall not WORK without proper Drawings and instructions.

3.2.2 Drawings part of Specifications

All Drawings, together with such notes, interlineations, figures and details, as may be noted thereon, shall be considered as a part of and complementary to the Specifications.

3.2.3 Scales of Drawings

Full size Drawings and large scale details shall, in general, govern and take precedence over small scale drawings which they are intended to amplify.

3.2.4 Written Dimensions to be followed

Written dimensions shall govern in laying out WORK, and no work shall be executed from dimensions obtained by scaling Drawings.