Tender documents for Rehabilitation of boundary wall, Repair and Maintenance of IPHSS Ghotki

Tender # PROC/EPADS/113/26-27

Sukkur IBA University

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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. Only the Bid Security Pay Order in favor of Sukkur IBA University is to be sent in original on/before the last date & time for electronic bid submission through EPADS.

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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Sukkur IBA University

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NOTICE INVITING TENDER (THROUGH EPADS)

Tender Proc/EPADS/0113

Sukkur IBA University invites bids on Composite Schedule of Rates (CSR)/item rate basis electronically through EPADS (E-Pak Acquisition & Disposal System) on a **single stage Two envelope** procedure from the eligible and experienced firms registered with Pakistan Engineering council (PEC), Income tax & Sales tax and Sindh Revenue Board (whichever is applicable) departments for the following works. Manual bids will not be considered.

S. No.	Name of Work	Estimated Cost Rs. in Million	Bid Security Cost Rs.	Time for completion
01	Miscellaneous works at IBACC Dadu	14.703	300,000	09 Months
02	Rehabilitation of Boundary Wall and R&M of IBA IPHSS Ghotki	4.00	80,000	06 Months
03	Repair and Maintenance of Academic Block at IBA Public School Ubauro	3.999	80,000	06 Months

Tender Schedule - Date and Time

	From	To	Submission	Opening
01	September 07, 2026	September 28, 2026	28-09-2026 03:00 PM Through EPADS	28-09-2026 03:30 PM Through EPADS

1. 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 codes CE-09 and CE-10 for Serial No. 01, and CE-10 for Serial Nos. 02 and 03.
- 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.

2. Terms and Conditions:

(a) Under the following conditions, the bid will be rejected: -

I. Conditional bids/tenders.

ii. Bids not accompanied by a bid security of the required amount and form.

iii. Blacklisted firms.

iv. Unable to meet the eligibility criteria listed above.

(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.

Bid Security in the form of a pay order, deposit at call, demand draft or bank guarantee 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

PROJECT DIRECTOR

SUKKUR IBA UNIVERSITY

Nisar Ahmed Siddiqui Road, Sukkur.

Ph: 071-5644025-26/0333-2671527, Fax: 071-5804419

MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE MERIT-QUALITY-EXCELLENCE

1. Sukkur IBA University invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the category C-6 (with relevant codes as mentioned in the NIT) for the Work**, "Rehabilitation of Boundary wall, Repair and Maintenance of IPHSS Ghotki"** which will be completed in **06 months**.

2. Bidding Documents can be obtained and shall be submitted through EPADS as notified in the Notice Inviting Tender.

3. All bids must be accompanied by a Bid Security in the amount of **80,000.00** in Pak. Rupees in the form of (pay order / demand draft) and must be delivered to Project director Sukkur IBA University. Bids will be opened as notified in the NIT on the same day in the presence of bidders 'representatives who choose to attend, at the Office of Project director Sukkur IBA University.

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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called –the Procuring Agency) wishes to receive Bids for the Works 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

Funds would be arranged from the own resources of IBA Public School Jacobabad.

IB.2 Eligible Bidders

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

- Valid licensed by the Pakistan Engineering Council (PEC) in the category C-6 or above with specialized code, CE-10.
- 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.

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).

3.2 No separate payment for cartage will be made to the successful bidder. The bidder is required to quote the premium inclusive of the cost of carriage of materials.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents 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:
   (i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
   (ii) Schedule B: Specific Works Data
   (iii) Schedule C: Works to be Performed by Subcontractors
   (iv) Schedule D: Proposed Programmed of Works
   (v) Schedule E: Method of Performing Works
   (vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)

3. Conditions 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 quarries 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 his own initiative or in response to a clarification requested by a 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. PREPARATION 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

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 as 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 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount of 80,000.00 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.

13.1 Any bid not accompanied by an acceptable Bid Security shall be rejected bythe Procuring Agency as non-responsive.

13.2 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.

13.3 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).

13.4 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 a additional period but not exceeding 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‖ (Financial and Technical) as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid (Financial and Technical) 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.

IB.15 Proposal Submission Requirements

a) All bids will be submitted online via EPADS/SPPRA; therefore, the sub-clauses related to manual submission are not applicable.

15.1. For this tender SPPRA's **Single stag-two envelope Procedure** as per clause 46 (b) for open competitive bidding is adopted. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

15.1.1 The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" **through EPADS** in bold and legible letters to avoid confusion;

15.1.2 Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened **through EPADS;**

15.1.3 The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;

15.1.4 The procuring agency shall evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;

15.1.5 During the technical evaluation no amendments in the technical proposal shall be permitted;

15.1.6 The financial proposals of bids shall be opened publicly at a time, date and venue announced after technical assessment and evaluation.

15.1.7 After the evaluation and approval of the technical proposal the procuring agency, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

15.2. Technical Proposal

15.2.1. Technical proposal must include the complete solution proposed by the Bidder.

15.2.2. If the specification sheets ask for any detail, those should be provided as attachment to the Technical Proposal.

15.2.3 Technical proposal comprises of manufacturing process, from cutting to molding, assembling and finishing detailing all the equipment to be used for the manufacture of items.

15.2.4 Description of material.

15.2.5. Completion schedule on Bar chart, Primavera or other software.

15.2.6 Technical proposal shall provide the complete details of company i/c establishment year, details of head offices and branch offices (if any), valid email addresses/contact numbers of he company officials / project managers, complete list of manpower, machinery, list of works carried out and in hand, financial capability of the firm etc. as per the requirements mentioned in N.I.T.

15.2.7. Minimum marks to qualify/Pass technical proposal is 70.

15.2.8. Financial Proposal of only those Bidders will be considered who's Technical Proposal qualify.

15.2.9. Bidders must possess the valid PEC license in such category in which the total bid cost falls, if not than his financial proposal will be rejected.

15.2.10 The Bidder shall furnish s earnest money in amount of 80,000.00 in Pak. Rupees in the form of Bank Draft issued by a scheduled bank of Pakistan in favor of "Sukkur IBA University" along with technical proposal. No Bid shall be entertained without earnest money. Earnest money of the successful bidder will be released after defect liability & maintenance period.

15.2.11 Bidder must submit the undertaking on stamp paper that information provided and documents submitted are genuine. If at any stage it is found that any of the information is false, his bid will be rejected.

15.3. Financial Proposal

15.3.1. Financial proposal will include the prices quoted for each item (including all taxes).

15.3.2. For each category the quoted prices must include all taxes, customs and freight charges for delivery at the required locations at own risk and cost along with installation and assembling.

15.3.3. Each bidder shall quote the premium (above / Below) 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.

Financial proposal of the bidders found technically non-responsive will be returned unopened.

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 Technical first and after Evaluation Financial, 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 consider 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 waiver does 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 affects 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 Engineer/Procuring Agency 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 the complete scope of work. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 below.

Technical Evaluation: It will be examined in detail whether the work offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder 's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

If two or more than two bidders quote the same price and the situation of tie up has arisen then work shall be awarded to the bidder having higher technical soundness.

A. 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, CE-10(i).
- 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.

TECHNICAL EVALUATION CRITERIA

- **DETAILED TECHNICAL EVALUATION CRITERIA**

S.No.	Category	Weightage/ Marks/ Points	
		Maximum	Minimum A
1.	Professional Experience Record	40	70
2.	Financial Soundness	25	

3.	Personnel Capabilities	15	
4.	Equipment Capabilities	20	
	Total:	**100**	**70**

- *Note: To qualify, applicants must receive not less than **70%** points of maximum 100 points in TEC.*

SUKKUR IBA UNIVERSITY

Rehabilitation of Boundary wall, Repair and Maintenance of IPHSS Ghotki

S. No	Description		
B	**Technical Evaluation Criteria**	**Max Marks**	**Remarks**
1	**List of Works of Similar Nature completed during last five years & List of Similar works in Hands & Satisfactory Performance/Completion Certificates from the organizations where earlier works are carried out.**		
I	Experience in similar nature of work(s) executed during the last five years: i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work; or ii. At least two similar nature works each having minimum cost 50% of the estimated cost. Completion Certificates & Work Orders issued by the Procuring Agency must be attached. **(20 Marks)**	20	
ii	Experience in similar nature of work(s) (In Hand): i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work; or ii. At least two similar nature works each having minimum cost 50% of the estimated cost. Work Orders and Performance Certificates issued by the Procuring Agency must be attached. **(20 Marks)**	20	
	Sub Total:	**40**	

2	**Financial Evaluation Criteria**		
I	Audited Financial Statement of last five years. If the turnover mentioned in the audited report is not reconciled with the annual tax returns submitted to FBR, then no marks shall be assigned for each unreconciled year. **(4 marks/year)**	20	
ii	Available Bank Credit line certificate (From concerned Bank) Max.: 2.00 million. a) Up to 1.0 million (2 Marks) b) Up to 1.50 million (3 Marks) c) Up to 2.0 million (5 Marks)	05	
	Sub Total:	**25**	
3	**Principal Technical Personnel & their Qualifications & Experience & List of other Technical Staff, their Qualification & Experience**		
A	Project Manager (B.E Civil registered with Pakistan Engineering Council with at least 08 Years Relevant Experience of buildings/ M.E Civil registered with Pakistan Engineering Council with at least 05 Years Relevant Experience of buildings) **(05 Marks for each).**	5	
B	Site Engineer (1) (B.Sc./BE in Civil Egg or B. Tech Civil technology with 3 Years relevant Experience or Site Engineer (02) D.A.E Civil with 5-7 years relevant experience of buildings.) **(05 Marks for each)**	5	
D	Lab Technician (DAE/BE Civil with at least 5 years relevant experience) **(01 Marks for each)**	1	
E	Quantity Surveyor (B.Sc./BE or D.A.E Civil with at least 5 to 7 Years Relevant Experience of buildings) **(01 Marks for each)**	1	
F	Surveyor/ Draftsman (D.A.E Civil with at least 05 Years Relevant Experience of buildings) (**02 Marks for each)**	2	
G	Civil Foreman/Supervisor (Intermediate with at least 05 Years relevant experience) **(01 Marks for each)**	1	
	Sub Total:	**15**	
4	**List of Machinery & Equipment (owned or leased)**		

I	**Major M.E. P**		
A	Semi-Automatic Mixture Machine **(05 marks for each)**	10	
B	Formwork (New marine-ply or steel formwork) **(01 marks for each 2000 Sft)**	2	
C	Scaffolding Pipes with all necessary accessories. **(01 marks for each 2000 Rft)**	2	
Ii	**Minor M.E.P**		
A	Concrete Vibrator **(01 marks for each)**	2	
B	Plate Compactor **(01 marks for each)**	1	
C	1 Total Station/Digital Theodolite **(01 marks for each)**	1	
d	1 Level Machine/Dumpy Level **(01 marks for each)**	2	
	Sub Total:	**20**	
	Total Marks	**100**	
Mandatory: Need to submit CVs of all staff with relevant experience. The staff must be affiliated with company which can verified at PEC Portal.			

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 the bid opening.

(iii) Excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work,** were 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, the 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.

D. 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 satisfactory 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 Securityin 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

(a) Name of Procuring Agency:	Sukkur IBA University
(b) Brief Description of Works	**Rehabilitation of Boundary wall, Repair and Maintenance of IPHSS Ghotki**
(c) Procuring Agency's address: -	Sukkur IBA University, Nisar Ahmed Siddiqui Road Sukkur.
(d) Estimated Cost: -	4 million
(e) Amount of Bid Security:	80,000.0 in Pak Rupees.
(f) Period of Bid Validity (days): -	90 days
***(g)* Performance Security**	The Performance Security shall be equal to an amount of 5% of the Contract price stated in the Letter of Acceptance. Such Security shall be in the form of unconditional, irrevocable Bank Guarantee/ Demand Draft from any Scheduled Bank of Pakistan acceptable in Pakistan in favor of Sukkur IBA University. The Performance Security will be valid for a period (up to the completion of the project) after the date of issue of Defect Liability Certificate
(h) Percentage, if any, to be deducted from bills: -	5% of bill amount as security deposit
(i) Deadline for Submission of Bids along with time: -	As Mentioned in N.I. T
(j) Venue, Time, and Date of Bid Opening: -	Admin block Sukkur IBA University, Nisar Ahmed Siddiqui Road Sukkur.
(k) Time for Completion from written order of commence: -	06 months.
(l) Liquidity damages: -	0.1% of contract amount per day or part of the day, but total not exceeding 10%).
(m) Deposit Receipt No: Date: Amount:	(In words and figures)
(n) Avg Turnover of last 5 years	Average turnover of the last five years - Average annual turnover shall not be less than equivalent cost of scheme / project during last five years
(o) Defects Liability Period	06 months (from work completion certificate issuance)
(p) Interim Payments	Minimum amount of interim bill shall not be less than

	.50 million
(q) Eligibility (as mentioned in NIT)	i. Valid licensed by the Pakistan Engineering Council (PEC) in the category C-6 or above with specialized code, CE-10. ii. Bidder must have valid registration with Income Tax and applicable Sales Tax along with Active Taxpayer Status. iii. 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. iv. 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. v. Bidder must not have forfeited CDR/or bid security with the procurement agency Sukkur IBA University.

FORM OF BID AND SCHEDULES TO BID

1. FORM OF TENDER

Engr. Ubedullah Soomro
Project Director
Sukkur IBA University,
Nisar Ahmed Siddiqui Road,
Sukkur

Dear Sir,

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

No	Description	Amount (Rs.)
1	**Rehabilitation of Boundary wall, Repair and Maintenance of IPHSS Ghotki**	
	Total	

TOTAL (in figures) **Rs. _____**
(In words) **Rupees _____**
Only)

As agreed, 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, climatic, traffic and all other conditions in Pakistan in general and the SITE of the PROJECT, and related works in particular, which influence, or may influence the work, and that we do not require any further clarification and additional information thereto, and that we cannot raise any claim for not knowing them.

1.4 We undertake to carry out such alterations, additions or curtailments of the WORK as may from time to time be determined and ordered in writing, in accordance with the CONTRACT, and at the rates in the Bill of Quantities.

1.5 The rates and prices which we have entered in the Bill of Quantities and Schedule, and all information and data attached with our Tender are complete and without any hidden or technical and/or financial reservations or implications. They have been duly checked and are correct in every aspect.

1.6 The rates and prices which we have entered in the Bill of Quantities and Schedule, are firm and shall remain fixed for the entire duration of the CONTRACT, and are inclusive of custom

duties, sales tax, local and federal taxes, Extra surcharge, insurance, port and octroi charges, royalties, except change in direct taxes.

1.7 We attached herewith a **Bid Bond** for amount of **800,000.00 PKR** of the contract in shape of Demand draft/ Pay order by scheduled Bank of Pakistan

We agree that should we withdraw the offer within the aforesaid period, and/or fail to sign the formal Agreement of CONTRACT, and/or fail to submit the Performance Bond (if applicable asper SSPRA); 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 within **7 (days) Calendar days** of the date of issue by the OWNER of the Letter of Award, and to sign the Agreement for the CONTRACT within **10 (Ten) Calendar days** of the date of issue by the OWNER of the Letter of Award, and to complete the supply, installation and execution of the whole of the said WORK, in conformity with the said Tender Documents, within **06 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 (if Applicable as per SPPRA rule) on the format as in Appendix II to these CONDITIONS of CONTRACT, from a Scheduled Bank 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 the CONDITIONS of CONTRACT.

1.11 We agree to pay all costs towards the preparation of the Agreement for the CONTRACT.

1.12 We further agree to abide by this Tender for a period of **completion time** from the date of opening of this Tender, and we agree to be bound by this Tender for that period.

1.13 Until and unless the Agreement is signed, this Tender and the OWNER's written acceptance thereof shall constitute a binding CONTRACT between us.

1.14 We understand that the OWNER is not bound to accept the lowest or any Tender he may receive.

1.15 It is agreed that quoted rates include all taxes, i-e Income tax, SST prevailing and imposed by government now.

Dated this____ day of_____, 2026,

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_____

SCHEDULE OF PRICES

Sr. No. **Page No.**

1. Preamble to Schedule of Prices.....24

2. Schedule of Prices.....26

*(a) Summary of Bid Prices

* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)

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 System International d 'Unites (SI 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.

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.

4.5 (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 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.

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.

5.2 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 is 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.

BILL OF QUANTITIES

A. Work Items

1. As per attached Bill of Quantities

Rehabilitation of Boundary wall and R&M of IPHSS Ghotki					
S.No	**Description**	**Qty**	**Unit**	**Rate**	**Amount**
	PART -A Scheduled items Civil work				
1	**Dismantling**				
a	Dismantling brick work in lime or cement mortar.**S/ No.13 (a), ch/1, p/10**	1260.00	CFT	59.41	74,856.60
2	**Excavation**				
	Excavation in foundation of building bridges and other structures including dag belling dressing refilling around structure with excavated earth watering and ramming lead up to 5ft. (b) in ordinary soil **(CH # 01,Item No 18 -b & Page no-4).**	3000.00	CFT	11.88	35,640.00
3	**CONCRETE**				
	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering)				
a	**Plain Concrete**				
I	Under foundation ratio 1:4:8 **(CH#4, Item No.5-i, Page # 16)**	346.20	CFT	348.83	120,764.95
4	**Reinforcement Concrete RCC**				
	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds, lifting, centering, shuttering and curing. (including screening and washing of shingle.) **(CH#04,Item No.6a, page # 17)**				
a	Footings Ratio (1:2:4)	576.00	Cft	717.59	413,331.84
b	Column below plinth Ratio (1:2;4)	54.00	Cft	717.59	38,749.86
c	Column above plinth Ratio (1:2;4)	94.50	Cft	717.59	67,812.26
d	Plinth Beam (1:2:4)	105.00	Cft	717.59	75,346.95
5	**STEEL REINFORCEMENT**				

	Fabrication of deformed steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars.) **(CH#04,Item No.8-a, Page # 17)**				
a	Deformed bar	43.24	P.Cwt	18,934.02	818,650.01
6	**BRICK MASONRY**				
a	Pacca Brick work other than building including striking of joints up to 20 feet height in Cement sand mortar (1:4) **(CH#05,Item No. 7-c, Page # 22)**	1200.00	CFT	379.55	455,460.00
7	**PLASTER**				
a	Cement Plaster 3/4" thick (1:4) up to 12' height, **(CH#09,Item No. 11-c, Page # 52)**	1080.00	SFT	53.82	58,125.60
8	**MS Angle Iron**				
	Providing & fixing angle iron vertical plsts for barbed wire fencing of size 2" x 2" 1/4" embedded in RCC /Masonry pillars I/c Making cuts/ holders @ 12" I/c fixing in pillars by chiseling and filling the with cement sand mortar, saprining & finishing the surface.S/ No 08 ch/18, P/94	42.75	R.ft	764.10	32665.28
9	Providing & fixing barbed wire fencing with 12 gauge -4 points @ 6" apart barbed wire I/c straightening & fixing in angle iron vertical postsS/ No 09 ch/18, P/95	140.00	R.ft	27.85	3899.00
11	Cutting & removing trees within a distance of 100 feet. (b) From 2.6 feet to 6.0 feer girth. S/ No 02 (b) ch/18, P/94	2.00	Each	5396.39	10792.78
	Total Amount (Rs.)				**2,206,095.11**
	_____% Above / Below				
	Cost of civil works (scheduled items)				

Note: Premium Quoted by contactor will consider of all taxes including SRB, cartage and material Differences

Repair and Maintenance of IPHSS Ghotki					
S.No	**Description**	**Qty**	**Unit**	**Rate**	**Amount**
	PART -A Scheduled items Civil work				
1	**Dismantling**				

a	Removing cement or lime plaster.No.53, ch/2, p/07	2040.00	SFT	5.39	10,995.60
c	Dismantling cement concrete plain 1: 4: 8. S/ No-19, ch/2, p/19	360.00	CFT	68.12	24,523.20
7	**PLASTER**				
a	Cement Plaster 3/4" thick (1:4) up to 12' height, **(CH#09,Item No. 11-c, Page # 52)**	1320.00	SFT	53.82	71,042.40
	Paint work				
a	Preparing the surface & painting with matt finish paint of approved make to old matt finish surface.**C-9 / 37-a, page # 55**	5070.00	SFT	30.29	153,570.30
b	2nd & subsequent coat**.C-9 / 37-b, page # 55**	5070.00	SFT	27.06	137,194.20
	LayingSuperBotisina,Crème,BadalorBlackMarble 12"x12" / 12"x24" fine dressed on the surface without winding set in limemortar 1:2 including rubbing and polishing of the joints.	720.00	SFT	337.9	243,288.00
	Total Amount (Rs.)				**640,613.70**
	_____% Above / Below				
	Total Amount				
	Cost of civil works (scheduled items)				
	PART -B Non-Scheduled items Civil work				
2	PLASTER: Removing of Old Plaster From Ceiling/Walls and removing Material Shifted away from site 1.5 Km.Providing and laying 1.5" thick Plaster with 1:4 CS Ratio in two Coats and Fixing Mesh Jali with Nails including Tamseel - 20 and inclusive of Mortar or material, labour Curing Complete in all respect.	3,150	SFT		
	Total Amount (Rs.)				
	Total Grand Amount (Rs.)				

Note: Premium Quoted by contactor will consider of all taxes including SRB, cartage and material Differences.

Sukkur IBA University			
Rehabilitation of Boundary wall and R&M of IPHSS Ghotki			
Summary of cost			
S.No	**Description**	**Amount (Rs)**	**In Millions**
1	**Cost of boundary wall Schedule Amount**		
	Cost of boundary wall Non-Schedule Amount		
Total			
2	**Cost of R&M of IPHSS Schedule Amount**		
	Cost of R&M of IPHSS Non-Schedule Amount		
Total			
Grand Total			
In words			

Note: Rates/Premium Quoted by contactor will consider of all taxes including SRB, cartage and material Differences

Contractor Executive Engineer/Procuring Agency

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. *(Attach evidence)*

Note:

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.

2. The truthfulness and accuracy of the statement as to the experience of Sub- Contractors is guaranteed by the bidder. The Procuring Agency‘s judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.

3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programmed 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 programmed 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

CONDITIONS OF CONTRACT

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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 organisations. 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 Authorised 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) ionising 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 Maintenances 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 minimise 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 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused 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 120 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 demobilize 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 demobilize 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 demobilization 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

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

Sub-Clauses of
Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 **The Procuring Agency** means

_____

_____

1.1.5 **The Contractor** means

_____

_____

1.1.7 **Commencement Date** 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.

1.1.9 **Time for Completion**_____days

(The time for completion of the whole of the Works should be assessed by the Procuring Agency)

1.1.20 **Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details**

_____

_____

1.3 **Documents forming the Contract listed in the order of priority:**

(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) _____

(*The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)*

2.1 **Provision of Site:** On the Commencement Date

3.1 Authorized person:_____

3.2 Name and address of Engineer's/Procuring Agency's representative

_____

4.4 **Performance Security:**

Amount_____

Validity_____

(Form: As provided under Standard Forms of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's_____

7.2 **Programme:**

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of programme:_____*(Bar Chart/CPM/PERT or other*)

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.)

7.5 Early Completion

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.

9.1 **Period for remedying defects**

_____

_____

10.2 (e) **Variation procedures:**

Day work rates_____

_____(details)

11.1 Terms of Payments

a) Mobilization Advance <u>(NOT APPLICABLE)</u>

(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:

(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;

(ii) [XXX][1]

(iii) This Advance [XXX] shall be recovered in 5 equal installments 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.

OR

2) **Secured Advance on Materials**

(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:

(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 ofa 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-

NOT APPLICABLE

NOT APPLICABLE

[1] Deleted in the light of amendment in Sindh Financial Rules, vide Finance Department's Notification dated 27th April, 2017 and approval from SPPRA Board in its 30th Meeting held on 9th August, 2017.

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 an, 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 b making deduction entries in the column; –deduct quantity utilized in work measured since previous bill,‖ equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(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.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(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.

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) **Valuation of the Works:**

i) Lump sum price_____(details), or

ii) Lump sum price with schedules of rates_____(details), or

iii) Lump sum price with bill of quantities_____(details), or

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

v) Cost reimbursable_____(details)

11.3 **Percentage of retention*:** *five (5%)*

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:** *(Procuring Agency may decide, keeping in view the nature and the scope of the work)*

Type of cover

The Works

Amount of cover

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

Type of cover

Contractor‘s Equipment:

Amount of cover

Full replacement cost

Type of cover

Third Party-injury to persons and damage to property

_____

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers:

_____

_____

Other cover*:

_____

(In each case name of insured is Contractor and Procuring Agency)

14.2 Amount to be recovered

Premium plus_____percent (____%).

15.3 **Arbitration****

Place of Arbitration:_____

***** *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*

STANDARD FORMS

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No._____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

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, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The ―Procuring Agency‖) 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

(c) failure of the successful bidder to

(i) 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,

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 has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum 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 the instrument under its seal on the date indicated above, the name and 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. _____

1. Signature _____

2. Name _____

3. Title _____

_____
(Name, Title & Address)

Corporate Guarantor (Seal)

PERFORMANCE BOND

SUKKUR IBA UNIVERISTY SUKKUR

GUARANTEE NO. :

DATE : _____

AMOUNT : RS_____

EXPIRY DATE : _____

THIS BOND is executed at _____ on this ____day of _____2027 by _____, having its registered Office at _____ (hereafter called the "Surety" which expression shall include its successors and assign) and M/S_____., whose registered Office is _____ (hereafter called the "Contractor" which expression shall include its successors and permitted assigns) in favor of Sukkur IBA University, Sukkur hereafter called the "Employer" which expression shall include its successors and permitted assigns).

WHEREAS the contractor by an agreement which shall be signed between the employer of the one part and the contractor of the other part (hereafter called the "Contractor" has agreed commissioning, adjusting , balancing & maintenance of certain works as therein mentioned viz Sukkur IBA University _____(hereafter called the "Works" in conformity with the precisions of the said contract.

AND WHEREAS one of the conditions of entering into contract Agreement is that the contractor shall provide to the Employer a performance Bond in the sum of Rs. _____(Rupees _____) for due fulfillment of the contract.

AND WHEREAS, the surety has agreed to give to the employer this performance Bond on the terms and conditions mentioned hereinafter.

NOW THERFORE, THIS BOND WITNESSETH:

1. That the contractor shall duly perform and observe all the terms, provisions, conditions, stipulations and his obligations container in the contract according to the true purport, intent and meaning thereof or as may be determined by the Employer who shall be the Sole Judge in the matter.

2. In the event of default being committed by contractor of which the Engineer shall be the sole exclusive Judge, the surety shall satisfy and discharge within three days after demand of all the damages sustained by the employer on account of the default of the contractor, as may whatsoever to the contractor and without any question whatsoever and whether or not the contractor disputes his liability in respect thereof and whether or not any arbitration or occur case is pending in respect of dispute.

3. That the liability of the surety under this performance Bond shall be up to the amount Rs. _____/- (Rupees

_____) and this Bond shall become null and void if the contractor has carried out the works and also performed his obligation strictly in accordance with the contract to the full satisfaction of the engineer, who will be sole and exclusive judge to determine whether or not the contractor has carried out the works and fulfilled his obligation in accordance with the contract.

4. The Engineer can complete that portion of the works, which the contractor has not commenced or not satisfactory executed, up to the amount of the performance Bond, at the Expense of the surety.

5. No alteration in the term of the said contract made by agreement between the Employer and the contractor or in the extent or nature of the works to be executed there under and no allowance of time by the Employer or the Engineer under the said contract nor any forbearance or forgiveness in
or in respect of any matter or thing concerning the said contract on the part of the Employer or the Engineer shall in any way release the surety from any liability under this Bond

6. That the payment under this Bond shall be made by surety in the name of the Employer and a receipt issued by the Employer shall discharge surety from his liability to the Employer under this Bond.

7. That any notice or demand under this Bond may be made by the Employer and may be left at surety address mentioned herein or at any changed address as may be communicated by Surety to the Employer in writing against receipt of the Employer, or the said notice of demand may be sent by registered post Surety addressed as afore said and shall be deemed to have been at the time when it should have been delivered in due course of the post and a corticated signed by the Employer that the envelope containing the notice was posted shall be conclusive.

8. Our obligations under this guarantee shall at all times within the validity period of this guarantee not exceed the Guaranteed Amount of Rs. _____/- (Rupees _____) and that this guarantee shall remain valid up to **xx-xx-xxxx**. Claim of outstanding dues if any, under this guarantee must be received by us during business hours on or before **xx-xx-xxxx**. Should we receive no claim from you on or before **xx-xx-xxxx**, our liability under this guarantee will become null and void whether this original Guarantee is returned to us or not.

Signed, Sealed, and delivered

BY _____

For and on behalf of
(Surety)

Signed, Sealed and delivered.

BY _____

for and on behalf of
(Contractor)

In the presence of

in the presence of

Name: _____ Name: _____

Designation: _____ Designation: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT ("Contract") is made at Sukkur this ____ day of _____, 2025 by and between:

1. **Sukkur IBA University**

AND

2. **M/S_____**

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

WHEREAS:

1. Sukkur IBA University intends to get the work done of "_____at IBA Islamia Public Higher Secondary School Ghotki, Sukkur IBA University".

2. M/S _____ represents that it has the requisite experience and expertise to undertake to do the work, "_____" University ("Project"), SUKKUR IBA University and M/S_____. Consider it expedient to enter into this Contract to set out the terms and conditions for the construction by M/S_____.

NOW THEREFORE:

In consideration of the mutual covenants and agreements contained herein, SUKKUR IBA and M/S _____, agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the "Conditions of Contract" annexed hereto as per tender documents

2. This Contract shall be effective from _____ ("Effective Date").

3. In consideration of M/S _____ carrying out the Project in accordance with the Terms of Contract and Scope of Work, Sukkur IBA University shall make payment to M/S _____ for the work done, as per the rates of BOQ.
4. M/S _____ shall commence the said work with seven days of the receipt of employers written order to proceed, and shall complete the work on or before the date stated in the work order, the maintenance of rate of progress which will result in completion of the works within the time specified in the tender is an essential feature of this contract. The Contractor agrees to proceed with all due diligence and care to take all precautions to ensure completion in accordance with the specified time, and shall not to lag at any stage.
5. Before start of work, the "Contractor", shall submit the work completion schedule.

6. M/S _____ agrees to work completion schedule and submit supply of items in details and time.
7. M/S _____ agrees to provide samples of all fixtures and fittings and other items, and final sample approved and certified at site for final approval of the Client prior to execution of reaming quantities.
8. Shop drawings must be submitted before execution of any activity, get its approval from the client and Consultants.
9. M/S _____ agrees to abide by the BOQ, specifications and drawings complete in all respects.
10. M/S _____ shall be solely responsible for the Project and other works and services set out in this Contract.

11. Liquidated damages in case of non-completion of the work or for delay, must be 0.1% of contract amount per day or part of day up to maximum of 10% of contract amount for whole work as finalized by the OWNER.

12. Retention money would be @05% of gross amount of work done is to be deducted from the bill.

13. Completion period of the work in all respects i-e its functioning is 180 days (6.0 Months)

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

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

16. If the performance of the Project is delayed, with reference to the Project Execution Schedule, on account of M/S _____ default, by FOUR (04) weeks, Sukkur IBA University shall have the right to terminate this Contract.

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

18. Following documents shall be deemed to form and be read and construed as part of this agreement.
    - **a)** The conditions of contract.
    - **b)** Specification
    - **c)** The drawings.
    - **d)** Bill of quantities (BOQ).

16. This agreement shall not stand discharged on any account but shall remain binding on the contractor.

IN WITNESS WHEREOF, this Contract is executed at Sukkur as of the day and year hereinabove, first written.

For and on behalf of M/S _____

1. Mr. _____
   Proprietor
   M/s_____

   Signature: _____
   Date:

Mr. _____
Project Manager
M/S _____

Signature: _____
Date:

For and on behalf of Sukkur IBA University

2. Noor Hassain Shar
   Director IBACCS&S
   Sukkur IBA University

   Signature: _____
   Date:

Engr.Ubaidullah soomro
Project Director
Sukkur IBA University

Signature: _____
Date:

MOBILIZATION ADVANCE GUARANTEE

Guarantee No._____

Executed on_____

(Letter by the Guarantor to the Procuring Agency)

WHEREAS the_____reinafter called the Procuring Agency) has entered into for _____ _____ _____ ntract), with _____ _____(hereinafte).

AND WHEREAS the Procuring Age vance to the Contractor, at the Contractor's request, an a_____ Rupees _____) be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS t has asked the Contractor to furnish Guarantee to secure the advanc ormance of his obligations under the said Contract.

AND WH_____(Scheduled Bank) (hereina tor) at the request of the Contractor and in consideration of the Proc to make the above advance to the Contractor, has agreed to furnish the s

NOW THER RE 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.

NOT APPLICABLE

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

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

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

_____
Guarantor (Scheduled Bank)

Witness:

1. _____

_____
Corporate Secretary (Seal)

2. _____

_____
(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

_____
Corporate Guarantor (Seal)

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 ..... ----- ..... ---------- .....-2025--"- 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 (herein agreement, the contractor has agreed to perform the under-mention referred to as the said work):-

(Here enter (the description of the

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

NOW THIS DEED WTTNESSETH that in pursuance of the said agreement and in consideration of Rupees..... ---------- .....-.....— ..... (Rs. - the execution of these presents paid to the Contractor by (the receipt whereof the Contractor doth hereby acknowledge) and of such further sum (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 .....- ..... ---------- ..... ---------- (Rs.) 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.

NOT APPLICABLE

(2) That the materials detailed in the said Running Account Bill (B) which have been

Fin R Form No. 17-A

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

Fin. R. Form No. 17-A

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 not withstanding 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 hereuntoset 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

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC: PAYABLE BY CONTRACTROS
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC: PAYABLE BY CONTRACTROS
(FOR CONTRACTS WORTH RS.10.00 MILLION OR MORE)
Contract No. _____ Dated _____
Contract Valve: _____
Contract Title: _____

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

Without limiting the generality of the foregoing [name of Contractor] 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 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 fees or otherwise with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from. From Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contract] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts accept 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 rights and remedies available to PA under any law, contract or other instrument to be voidable at the option of PA.

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

…….

[Procuring Agency] [Contractor]

SUKKUR IBA UNIVERSITY

MERIT - QUALITY - EXCELLENCE

No: SUK-IBA/Rgr/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

Cc to:

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

SUKKUR IBA UNIVERSITY

MERIT - QUALITY - EXCELLENCE

No: SUK-IBA/Regr/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;

Sukkur IBA University, Nisar Ahmed Siddiqui Road, Sukkur-65200, Sindh Pakistan UAN : 071 (111-785-422) Fax : (071) 5804419
E-mail: info@iba-suk.edu.pk Website : www.iba-suk.edu.pk

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

09/05/2023

Registrar
Sukkur IBA University

Cc to:

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

Sukkur IBA University - Annual Procurement Plan 2026-27

Procurement Type	Item/Scheme Title	Procurement Description	Quantity (where applicable)	Estimated Unit Cost (where applicable)	Estimated Total Cost in Million	Funds Allocated in Million	Source of Funds	Proposed Procurement Procedure	Proposed Procurement Method	Tentative Timing of Procurement	Remarks
Works	Supply & Installation of Air Conditioning Works at Masjid (Main Campus) SIBAU	Supply & Installation of Air Conditioning Works at Masjid (Main Campus) SIBAU			16.9 M	16.9 M	Others	Singe Stage Two Envelople	National Bidding	First Quarter	
Works	Miscellaneous Repair Works at Sukkur IBA University - Ghotki Campus				54.306	54.306	Others	Singe Stage Two Envelople	National Bidding	First Quarter	
Works	Construction & Rehabilitation of B.Wall and R&M of Washrooms IBA CC Jacobabad	Construction & Rehabilitation of B.Wall and R&M of Washrooms IBA CC Jacobabad			13.00 M	13.00 M	Others	Singe Stage Two Envelople	National Bidding	First Quarter	
Goods	Furniture & Fixture	Furniture & Fixture			10.25 M	10.25 M	Others	Single Stage One Envelope	National Bidding	First Quarter	
Goods	Digital Standees	Digital Standees			1.6 M	1.6 M	Others	Single Stage One Envelope	National Bidding	First Quarter	
Goods	Digital Board	Digital Board			2 M	2 M	Others	Single Stage One Envelope	National Bidding	First Quarter	
Goods	Desktop Computers & Laptops	Desktop Computers & Laptops			10.4 M	10.4 M	Others	Single Stage One Envelope	National Bidding	First Quarter	
Works	Rehabilitation Work of SSTEC - Bhan Saeedabad	Rehabilitation Work of SSTEC - Bhan Saeedabad			48.79	48.79	Others	Single Stage Two Envelope	National Bidding	First Quarter	
Works	Miscellaneous Works at IBA Community College Dadu	Miscellaneous Works at IBA Community College Dadu			14.703 M	14.703 M	Others	Single Stage Two Envelope	National Bidding	First Quarter	
Works	Rehabilitation of Boundary Wall and R&M of IBA IPHSS Ghotki	Rehabilitation of Boundary Wall and R&M of IBA IPHSS Ghotki			4 M	4 M	Others	Single Stage Two Envelope	National Bidding	First Quarter	
Works	Repair & Maintenance of Academic Block at IBA Public School Ubauro	Repair & Maintenance of Academic Block at IBA Public School Ubauro			3.999 M	3.999M	Others	Single Stage Two Envelope	National Bidding	First Quarter	