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Vide D.R. No. _____, dated _____

Sindh Agriculture University Tandojam



BIDDING DOCUMENT (WORKS)

Single Stage-Two Envelope Procedure

NIT No. PE-SAU-2022/ 90, Dated: 22/06/2022

**REPAIR/RENOVATION OF PVC BUNGALOW, REST HOUSE AND RESIDENTIALS
TYPE-I & TYPE-II AT SAU, CAMPUS UMERKOT**

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PART - ONE

SECTION-I

INSTRUCTION TO BIDDERS

A-INTRODUCTION

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| ITB-1 | Scope of Bid: | 1.1 | The Procuring Agency wishes to receive Bids for the work “Repair/Renovation of PVC Bungalow, Rest House and Residentials Type-I & Type-II at SAU, Campus Umerkot” as defined in these Bidding Documents, hereinafter referred to as “the Works”. |
| | | 1.2 | Bidder must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive. |
| | | 1.3 | The successful bidder will be expected to complete the Works within three (03) months from the date of issue of Engineer’s notice to commence. |
| | | 1.4 | Throughout these Bidding Documents, the terms “Bid” and “Tender” and their derivatives (Bidder/Tenderer, Bid/Tender, Bidding / Tendering, etc.) are synonymous, and ‘day’ means calendar day. |
| | | 1.5 | Throughout these bidding Documents, the terms “the Engineer and the Project Engineer are synonymous. |
| ITB-2 | Source of Funds: | 2.1 | The procuring agency received an approved project from which the funds will be utilized. |
| ITB-3 | Eligible Bidders: | 3.1 | This Invitation for Bids is open to all suppliers from eligible source as defined in the SPP Rules-2010 (Amended 2019) and its Bidding Documents except as provided hereinafter. |
| | | 3.2 | Bidders should not be associated, or have been associated in the past, directly or indirectly with a firm or any of its affiliates that have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids. |
| | | 3.3 | Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh. |
| | | 3.4 | Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization. |
| | | 3.5 | Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidder’s proposals to meet the technical specifications and the completion time. |

- 3.6 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified.
- ITB-4 Cost of Bidding:
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bid Data Sheet, hereinafter referred to as 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).
- 4.2 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering a contract for construction of the works. The costs of visiting the Site shall be at the bidder's own expense.

B-BIDDING DOCUMENTS

- ITB-5 Contents of Bidding Document:
- 5.1 The bidding document includes:
- Instructions to Bidders (ITB)
 - Bid Data Sheet
 - General Conditions of Contract (GCC)
 - Special Conditions of Contract (SCC)
 - Schedule-A (Schedule of Prices/Bill of Quantities BoQ)
 - Schedule-B (Schedule of Requirements)
 - Technical Specifications
 - Form of Bid Security
 - Form of Agreement
 - Form of Performance Security
 - Form of Manufacturer's Authorization
 - Drawings
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's own risk and may result in the rejection of its bid.
- ITB-6 Clarification of Bidding Document:
- 6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than five working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet (SPP Rule 23.1). Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.
- ITB-7 Amendment of Bidding Document:
- 7.1 At any time prior to the deadline for submission of bids, the procuring agency, for any reason, whether at his own initiative or in response to a clarification requested bidder, modify the bidding documents by issuing addendum.
- 7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.

- 7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency at its discretion, may extend the deadline for the submission of bids.

C-PREPARATION OF BIDS

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|--------|--|------|---|
| ITB-8 | Language of Bid: | 8.1 | The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern. |
| ITB-9 | Documents Comprising the Bid: | 9.1 | The bid prepared by the Bidder shall comprise the following components: <ul style="list-style-type: none">(a) Covering Letter(b) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12(c) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted,(d) documentary evidence established in accordance with ITB Clause 14 that the works to be carried out by the Bidder are eligible goods and services and conform to the bidding documents, and(e) bid security furnished in accordance with ITB Clause 15. |
| ITB-10 | Sufficiency of Bid: | 10.1 | Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the prices quoted/entered in the BoQ which has rates and prices shall except in so far 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. |
| | | 10.2 | 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 work. |
| ITB-11 | Bid Prices, Currency of Bid and Payment: | 11.1 | Unless stated otherwise in the bidding documents, the Contract shall be for the whole Works as described in Sub-Clause 1.1, based on the schedule of unit rates and prices submitted by the bidder. |
| | | 11.2 | The unit rates and prices in the schedule of prices shall be quoted by the bidder in the currency as stipulated in Bidding data Sheet. |
| | | 11.3 | The bidder shall fill in rates and prices for all items of the Works described in the bill of Quantities. Items 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 other rates and prices in the Bill of Quantities.

- 11.4 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid prices and the total bid prices submitted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly.
- 11.5 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract.
- 11.6 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract.
- 11.7 The bidder shall carefully fill out and appendices to the bid in accordance with the instructions contained therein.
- 11.8 The Bidder shall indicate his breakdown of his expenditure to be incurred on administration, general expenses, and direct construction cost in Appendix-B to Bid.
- 11.9 A Bidder expecting to incur expenditures in other currencies for inputs to the work supplied from outside the Employer's Country (referred to as the foreign currency requirements) shall arrange from his own resources. The Employer will not be responsible for any foreign exchange if required by the Bidder.
- ITB-12 Bid Validity:
- 12.1 Bids shall remain valid for a period of **Ninety (90)** days after the date of bid opening specified.
- 12.2 In exceptional circumstances, prior to expiry of the original bid validity period, the procuring Agency may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of the extension.
- ITB-13 Bid Security:
- 13.1 Each bidder shall furnish, as part of his bid, at the option of the Bidder, a bid security as **05 percentage** of bid price in Pak. Rupees in the form of Deposit at call issued by a scheduled bank in Pakistan in favor of Procuring Agency.
- 13.2 The bid security shall, at the bidder's option, be in the form of a bank draft, or guarantee from a schedule bank located in Pakistan, which has been determined by the bidder to be acceptable to the Employer. The format of the bank guarantee shall be in accordance with the sample from of bid security; other formats may be permitted, subject to the prior approval of the Employer. Bank guarantees issued as surety for the bid shall be valid for 30 days beyond the validity of the bid.
- 13.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.

- 13.4 The bid securities of unsuccessful bidders will be returned when the bidder has signed the Agreement and furnished the required performance security.
- 13.5 The bid security may be forfeited:
- a) If the bidder withdraws his bid during the period of bid validity:
 - b) If the bidder does not accept the correction of his bid price, pursuant to Sub-Clause 29.2; or
 - c) In the case of a successful bidder, if he fails within the specified time limit to:
 - i) Sign the Agreement.
 - ii) Furnish the required Performance Security.
- 13.6 Only one bid security shall be required with one bid. Alternative proposals if any, submitted with the bid shall not require any bid security.

ITB-14 Alternative Proposals by Bidders:

14.1 (Not Applicable)

ITB-15 Pre-Bid Meeting:

15.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of the Project Engineer/Focal Person SAU Campus, Umerkot.

15.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.3 The bidder is requested to submit any questions in writing or by facsimile, to reach the Employer not later than one week before the meeting.

15.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

ITB-16 Format and Signing of Bid:

16.1 The bidder shall prepare one original and two copies of the documents comprising the bid as described in Clause 9 of these Instructions of Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

16.2 The bid shall contain no alterations, omissions, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D-SUBMISSION OF BIDS

ITB-17 Sealing and Marking of Bids:

17.1 The bidder shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "ORIGINAL" and "COPY".

17.2 The inner and outer envelopes, shall:

- a) addressed to the Procuring Agency.
- b) Name of work
 - Bid Reference Number: _____

- DO NOT OPEN BEFORE 11.30 a.m. on 14/07/2022

- 17.3 In addition to the identification required in Sub-Clause 17.2, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- 17.4 Faxed bids shall not be entertained
- ITB-18 Deadline for Submission of Bids:
- 18.1 If the outer envelope is not sealed and marked as above, the procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.
- 18.2 Bids must be received by the Employer at the address specified above not later than 11.00 a.m., on _____
- 18.3 The Procuring Agency may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 7, in which case all rights and obligations of the procuring Agency and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- ITB-19 Late Bids:
- 19.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 18 will be returned unopened to the bidder.
- ITB-20 Modification and Withdrawal of Bids:
- 20.1 The bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or the Employer prior to the deadline for submission of bids receives withdrawal.
- 20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 20.3 No bid may be modified by the bidder after the deadline for submission of bids.
- 20.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Sub-Clause 13 may result in the forfeiture of the bid security pursuant to Sub-Clause 13.5.

E-BID OPENING AND EVALUATION

- ITB-21 Bid Opening:
- 21.1 The Procuring Agency will open the bids, including modifications made pursuant to Clause 20, in the presence of bidders' representatives who choose to attend, at 11.00 a.m., on _____
The bidder's representatives who are present shall sign Attendance Sheet.
- 21.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.

- 21.3 The bidder's names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), any discounts, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the opening. Any bid price, discount or alternative bid price which is not read out and recorded at bid opening will not be considered in bid evaluation.
- ITB-22 Process to be Confidential: 22.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Procuring Agency's processing of bids or award decisions may result in the rejection of the bidder's bid.
- ITB-23 Clarification of Bids: 23.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at his discretion, as any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by facsimile, but not change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evolution of the bid in accordance with clause 25.
- ITB-24 Examination of Bids and Determination of Responsiveness: 24.1 Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each bid:
 - a) Meets the eligibility criteria.
 - b) Has been properly signed.
 - c) Is accompanied by the required securities.
 - d) Is substantially responsive to the requirements of the bidding documents; and
- 24.2 A substantially responsive bid is one which:
 - a) Has been properly signed on the last page of Form of Bid; and each page has been initialed.
 - b) Is accompanied by the required securities and are valid and in good order.
 - c) Is otherwise complete and generally in order.
 - d) Conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation.
- 24.3 A material deviation or reservation is one:
 - a) Which affects in any substantial way the scope, quality, or performance of the Works.
 - b) Which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights, or the bidder's obligations under the Contract; or
 - c) The acceptance or rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 24.4 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 24.5 The Bid, which is conditional, will be rejected as non-responsive and will not be announced.
- ITB-25 Correction of Errors:
- 25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted will govern and the unit rate will be corrected.
- 25.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the bid security may be forfeited.
- ITB-26 Conversion to Single Currency:
- 26.1 (Not Applicable)
- ITB-27 Evaluation and Comparison of Bids:
- 27.1 The Procuring Agency will evaluate and compare only the bids determined to be substantially responsive in accordance with the Clause 24.
- 27.2 In evaluating the bids, the Procuring Agency will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) Making any correction for errors pursuant to Clause-25.
 - b) Excluding Provisional Sums and the provision, if any, for Contingencies in the Summary of BoQ, but i/c Daywork, where priced competitively.
 - c) Making an appropriate adjustment for any other acceptable variations, deviations or alternative offers submitted in accordance with Clause 14.
- 27.3 The Procuring Agency reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, alternative offers, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer Shall not be taken into account in bid evaluation.
- 27.4 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

27.5 If the bid of the successful bidder is seriously unbalanced in relation to the Engineer’s Estimate of the items of work to be performed under the Contract, the Procuring Agency may require the bidder to produce detailed price analyses for any or all items of the BoQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Agency may require that the amount of the performance security set forth in Clause 33 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

ITB-28 Preference to Domestic Bidders: 28.1 Not Used

F. AWARD OF CONTRACT

ITB-29 Award: 29.1 Subject to Clause 30, 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 for this Contract provided that such bidder has been determined to be:

- i. Eligible in accordance with the provisions of Sub-Clause 3 and
- ii. Qualified in accordance with the provisions of Clause 5.

ITB-30 Procuring Agency’s Right to Accept any Bid and to Reject any or all Bids: 30.1 Notwithstanding Clause 29, 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 bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Procuring Agency’s action.

ITB-31 Notification of Award: 31.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, Procuring Agency will notify the successful bidder by facsimile confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”).

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the furnishing by the successful bidder of a performance security, the Procuring Agency will promptly notify the other bidders that their bids have been unsuccessful.

ITB-32 Signing of Agreement: 32.1 At the same time that Employer the successful bidder that his bid has been accepted, the Procuring Agency will send the bidder the Form of Agreement provided in the bidding documents, incorporating all agreements between the parties.

- 32.2 Within fourteen (14) days of receipt of the Form of Agreement, the successful bidder shall sign the Agreement and return to the Procuring Agency.
- ITB-33 Performance Security:
- 33.1 Within 28 days of receipt of the notification of award from the Procuring Agency, the successful bidder shall furnish to the Procuring Agency a performance security in the form of an irrevocable bank guarantee in an amount of 10 (ten) percent of the Contract Price in accordance with the Conditions of Contract. The forms of performance security provided in the bidding documents may be used or some other forms acceptable to the Employer.
- 33.2 If the performance security is to be provided by the successful bidder in the form of a bank guarantee, it shall be issued either:
- 33.3 At the bidder's option, by a bank located in Pakistan or a foreign bank through a correspondent bank located in Pakistan.
- a) With the agreement of the Employer directly by a foreign bank acceptable to the Employer.

G. MISCELLANEOUS

- ITB-35 Foreign Currency Requirements:
- 35.1 (Not Applicable)
- ITB-36 Breakdown of Total Expenditures:
- 36.1 (Not Applicable)
- ITB-37 Increase or decrease of Costs:
- 37.1 Except if, and to the extent stated otherwise in the bid documents, the Contractor shall at his own expense arrange and provide all materials, such as but not limited to cement, reinforcing steel, bitumen, diesel oil, petrol, kerosene, and lubricants.
- 37.2 At his own responsibility, the bidder shall price the Bill of Quantities using his own estimate of
- 37.3 "Time for Completion" of the Conditions of Contract, the Works shall be completed within the Time for Completion shown in Appendix-A. in the light of the specified completion time for the whole of the Works and the intermediate completion dates for parts of the Works Construction Schedule in bar chart form showing the sequence of work items and the dates he proposes to complete each work item, including the various mobilization activities.
- ITB-38 Method of Performing the Works:
- 38.1 The bidder shall also supply a narrative outlining the method of performing the work on the basis of CPM and PER, if possible.
- ITB-39 Construction Camp and Housing Facilities:
- 39.1 The bidder shall provide details of his arrangements for housing accommodations, camps, and facilities, etc., required for his staff and labour for execution of the Works.

ITB-40	Works by Sub-Contractors:	40.1	The bidder shall indicate the portions of the Works that he intends to sub-contract, indicating the names and addresses of the Sub-Contractors.
ITB-41	Estimated Progress Payments:	41.1	The bidder shall fill out the Estimated Progress Payment, by entering the estimated value of that portion of the Works, which would be executed by. Such amount shall be expressed in local currency.
ITB-42	Organization Chart of Supervisory Staff	42.1	The bidder shall submit an organization chart of the supervisory staff and labour which he proposes to employ for the execution of the Works. At the time of pre-qualification, the number of engineers and staff indicated by the bidder shall be required during the execution, if there is any change due to unavoidable circumstances, then the persons of equal experience and qualifications shall be provided by the bidder after obtaining the approval of the Procuring Agency.
ITB-43	Analyses of Main Unit Rates:	43.1	Not Applicable
ITB-44	Bill of Quantities:	44.1	This Bill of Quantities shall be filled out completely, with all rates and summary totals shall be expressed in figures and words. Unit rates shall be expressed in figures as well as in words.
ITB-45	Quantities and Unit Rates:	45.1	The quantities contained in the Bill of Quantities are estimated quantities to be used for comparing bids, and the Procuring Agency does not expressly nor by implication agree that the actual amount of work to be performed will correspond therewith.
		45.2	No payments will be made on account of anticipated profits for work covered by the Contract, which is not performed, nor will any adjustment in the unit rates set forth in the Bill of Quantities be made because of an increase or decrease in the actual quantity from the estimated quantity indicated therein
ITB-46	Provisional Sums:	46.1	Provisional items may have been included in the Bill of Quantities to provide for costs in connection with the work not otherwise included therein. The total amount for each provisional item has been estimated and entered in the Bill of Quantities by the Engineer and shall be retained by the bidder without alteration or qualification. Such amounts are by definition Provisional Sums and shall be expended, either wholly or in part, only under the Engineer's direction.
ITB-47	Measurement Units:	47.1	Bidders should note that the metric system of weights and measures is used in Pakistan.
ITB-48	Unit Rates:	48.1	The unit rates entered in the Bill of Quantities, corrected as in Clause 27 hereof and the lump sum amounts (if any)

entered in the Bill of Quantities, shall be used as the basis by which payment due to the Contractor shall be calculated and these shall be deemed to include all costs of performing the work, including income tax, super tax, other duties and taxes, profits, costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract including Prime Costs. The unit rates entered shall be extended to show the total cost for each item. The total Bid Price shall be entered in paragraph 1 of the Form of Bid. Where a discrepancy exists between the unit rates and the extended total costs, the unit rates entered in the original set of Bid Documents shall be taken as correct and the total amount adjusted accordingly. In the event of discrepancy between the unit rates expressed in figures and those expressed in words, the unit rates in words, expressed in the original set of Bid Documents shall be taken as correct and the total amount adjusted accordingly.

The prices quoted in the Bills of Quantities are the whole price inclusive of all contingent or necessary work needed in order to do and complete the Works as prescribed by the Contract and furthermore the whole cost of complying with the provisions of the Contract shall be included in the items as provided in the priced Bill of Quantities. Where no items are provided in the Bill of Quantities for work required under the Contract, costs shall be deemed to be distributed among the quoted rates and prices entered for other items of work in the Bill of Quantities.

ITB-49	Labour Costs:	49.1	Bidders must estimate and determine for themselves what wage rates they will have to pay to secure the labour they require for performance of the Contract. Sub-Clause 70, "Adjustment Formula" of the Conditions of Contract Part-II is provided for escalation of Contract Price due to fluctuation of legal minimum labour wage rates. Bidders are also advised to study the labour laws of Pakistan.
ITB-50	Use of Local Resources:	50.1	The bidders are encouraged to make use of local resources in accordance with the provisions of Sub-Clause 30, "Engagement of Staff and Labour", of Conditions of Contract Part-I and Sub-Clause 30 "Employment of Persons" of the Conditions of Contract Part-II. The bidder shall identify in Bid those parts of the work, which, he proposes to sub-contract to local Sub-Contractors.
ITB-51	Inspection of Site and Sufficiency of Bid:	51.1	Each bidder shall inspect and examine the Site and surroundings and shall satisfy himself before submitting his bid as to the nature of the terrain, soil and sub-soil, the hydrological and climatologically conditions, the form and nature of the Site, the quantities and nature of the Works and materials necessary for the completion of the Works, and the means of access to the Site, the accommodation he may require, and in general, shall

himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his bid.

51.2 Each Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid and of rates and prices stated in the Bill of Quantities, which rates and prices shall, except insofar 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 and maintenance of the work.

- | | | | |
|--------|--|------|--|
| ITB-52 | Transportation of Plant and Materials: | 52.1 | Bidders are reminded that it will be the Contractor's responsibility to make complete arrangements for the transportation of all his machinery and materials to the Site. Bidders will be deemed to have investigated existing transport conditions and the probable conditions which will exist at the time the Works are in progress. |
| ITB-53 | Port Charges and Port Congestion: | 53.1 | The bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges and congestion at his chosen port or ports of entry to Pakistan and all requirements related thereto. The bidder shall be deemed to have included all clearing, forwarding, and other incidental costs in this regard in his bid. |
| ITB-54 | Taxation: | 54.1 | <ul style="list-style-type: none">(a) The bidder's rates and prices entered in the Bill of Quantities shall be inclusive of all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the plant, contractor's equipment, materials, vehicles, and other supplies to be used or furnished under the Contract, and on the services performed under the Contract.(b) The bidder's rates and prices entered in the Bill of Quantities shall be inclusive of customs duties, excise duties, business taxes, sales taxes, income taxes that may be levied according to the laws and regulations of the Provincial Government and Federal Government of Pakistan in being as of the date twenty eight (28) calendar days prior to the closing date for submission of bids on the plant, contractor's equipment, materials, vehicles and other supplies (both permanent and temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax, under the Government of Pakistan, TAX LAWS A D INCOME TAX ACT, nor from his responsibility to pay any tax including the Income Tax, that may |

be levied in Pakistan on incomes and profits received and made by him in respect of the Contract, with absolutely no adjustment or compensation by the Employer.

- (c) The Contractor's staff, personnel and labour will be liable to pay personal income taxes in Pakistan in respect of such of their salaries, wages and other incomes and benefits as are chargeable under the laws, regulations and acts for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations and acts.

ITB-55	Acquisition of Land:	55.1	Not Applicable
ITB-56	Method of Construction:	56.1	The Contractor shall carry out the construction work and paving operation as shown and indicated on the Drawings or as directed by the Engineer. Alternate proposals can also be considered provided there is no extra cost to the Employer and no hindrance to traffic.

List of Major Equipment

Description of Unit (Make, Model, Year)	Number	Capacity H.P. Rating	Condition	Present Location or Source	Delivery Date at Site	Projected Period of Use at Works

A schedule of technical supervisory staff as under:

Name	Qualifications	Proposed Position and Responsibility	Years of Experience at this position	Description of Works Executed

PART - TWO

SECTION-I

INVITATION FOR BIDS



SINDH AGRICULTURE UNIVERSITY TANDO JAM

No. PE-SAU-2022/90

Dated: 22/06/2022

NOTICE INVITING TENDER

Sealed tenders are invited as per SPPRA Rules 2010 (Amended 2019) from eligible Contractors / Manufacturers / Authorized Dealers / Distributors /Suppliers who are registered with Income Tax and GST departments for the below mentioned works:

S. #	Tender Name of work	Tender Schedule-Date & Time				Bid Security
		Issue / Sale		Submission Date	Opening Date	
		From	To			
<u>A-Rehabilitation works (Civil works)</u>						
1 .	Repair/Renovation of Academic Block at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
2 .	Repair/Renovation of Administration Block at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
3 .	Repair/Renovation of PVC House, Rest House and Residentials Type-I & Type II at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
4 .	Repair/Renovation of Hostel Block at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
5 .	External Development Works at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
<u>B-Procurement of Furniture</u>						
6 .	Procurement for Supplying/Fixing Office Furniture at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
7 .	Procurement for Supplying/Fixing PVC House & Guest House Furniture at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
8 .	Procurement for Supplying/Fixing Faculty Hostel Furniture at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
9 .	Procurement for Supplying/Fixing Boys Hostel Furniture at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
<u>C-Air Conditioners & Generator</u>						
10 -	Procurement for Supplying / Installation / Commissioning of Air Conditioners & Generator at SAU Campus, Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price
<u>D-Solar Power Generation system</u>						
11 -	Procurement for Supplying / Installation / Commissioning of 50 kw of Solar Power Generation System at SAU Campus Umerkot	24/06/2022	13/07/2022	14/07/2022 at 11:00 a.m.	14/07/2022 at 11:30 a.m.	5% of Total Bid Price

Eligibility for S. No. 01 to 05:

Valid Registration with Pakistan Engineering Council in Category C-4 or above and discipline CE-09, CE-10, EE-04 and EE-06 and valid registration with related Tax Authorities and valid Electrical Inspectors License

- Eligibility for S. No. 06 to 09:** Dedicated Furniture workshop and valid registration of Professional Tax with related Tax Authorities and valid Electrical Inspectors License.
- Eligibility for S. No. 10:** Valid registration of Professional Tax with related Tax Authorities, valid Electrical Inspectors License, and authority dealership certificate.
- Eligibility for S. No. 11:** Valid authority dealership certificate.

Qualification:

- i. List of similar assignments along with cost undertaken over past 05 years and performance certificate issued by the procuring agency.
- ii. Detail of office, equipment and machines/transport owned/leased/hired by firm/bidders.
- iii. Financial Statement and Income Tax Return for last 05 years supported by audit reports.
- iv. Registration with Income Tax Department (NTN Certificate) and Active status with FBR.
- v. Registration Certificate of Sindh Revenue Board, Govt. of Sindh.
- vi. Undertaking on Affidavit that the firm is not involved in any litigation and blacklisted in any department.

Method of Procurement: (Single Stage-Two Envelope Procedure)

Bidding/Tender Documents:

Issuance: Complete set of Bidding Documents can be obtained on payment of a Tender Fee of Rs. 3,000/- cash or in the shape of Pay Order/Demand Draft (Non-Refundable) in favor of Sindh Agriculture University, Tandojam on any working day during office hours from date of publication up to end date of sale or can be downloaded from SPPRA website i.e. www.ppms.pprasinhd.gov.pk or also from university website i.e. www.sau.edu.pk.

Submission: Bids completed in all respects in sealed envelopes mentioning the name of work and marked as “**Technical / Financial**” must be submitted on or before 14/07/2022 up to 11.00 a.m. and must be accompanied by a Bid Security of 5% of Bid Price in the shape of Pay Order / Demand Draft in the favor of Sindh Agriculture University, Tandojam.

Opening: The Technical & Financial proposals will be opened on the same day i.e. 14/07/2022 at 11.00 a.m. in presence of bidders who wish to attend. The financial bid of qualified bidder shall be opened/accepted, who have compiled the bidding requirements.

Place of Issuance, Submission, Inquiries & Opening: Office of the Project Engineer/Focal Person SAU Campus, Umerkot at Project wing, SAU Tandojam.

Telephone Number & Email Address: 0222950620, ahsanchanna28@gmail.com

Terms & Conditions: Under the following conditions, Bid will be rejected.

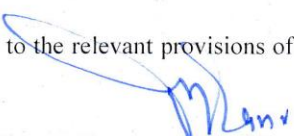
- i. Conditional and telegraphic Bids/Tenders.
- ii. Bids not accompanied by Bid Security of required amount and form.
- iii. Bids received after specified Date and Time.
- iv. Bids submitted by Blacklisted Firms.
- v. Incomplete Bids as per instructions given in Bidding Documents.

Note:

- i. Maximum Two (02) contracts will be awarded to a single bidder and his further bids will not be opened for award of subsequent works.

Bid validity period: Ninety (90) days.

Procuring Agency reserves the rights to reject any or all bids subject to the relevant provisions of Public Procurement Rules (PPRA) 2004.


Project Engineer / Focal Person
SAU Campus, Umerkot

SECTION-II
BID DATA SHEET

- ITB-1.1 Name of Procuring agency : **Sindh Agriculture University Tandojam.**
- ITB-1.1 Name of Project / Scheme / Department / Institute : **Establishment of SAU Campus at Umerkot & Additional Infrastructure at SAU Tandojam.**
- ITB-1.1 Name of Contract : **Repair/Renovation of PVC House, Guest House and Residentials Type-I & Type-II at SAU, Campus Umerkot**
- ITB-6.1 Address of Procuring Agency : **Office of the Project Engineer/Focal Person
 SAU Campus, Umerkot at Project Wing, SAU Tandojam.
 PTCL # 0222950620
 Email: ahsanchanna28@gmail.com**
- ITB-8.1 Language of Bid : English
- ITB-11.2 Bid Prices : The price quoted shall be in Pakistani Rupee for the Goods offered within the Procuring Agency's country on delivered paid price (DDP).
- ITB-11.4 Bid Prices : The price shall be fixed during the contract period.
- ITB-12.1 Bid Currencies : The price quoted shall be in Pakistani Rupee on delivered duty paid (DDP) basis.
- ITB-13.3 Preparation and Submission of Bids :

S. #	Qualification Criteria	Requirement
1.	Valid Registration with Pakistan Engineering Council in Category C-4 or above and discipline CE-09, CE-10, EE-04 and EE-06 and valid registration with related Tax Authorities and valid Electrical Inspectors License	Mandatory
2.	Complete Bidding Document duly signed and stamped on its each/every page as acceptance of all terms and conditions.	Mandatory
3.	Compliance to the Technical Specifications	Mandatory
4.	Compliance to bid validity period.	Mandatory
5.	Compliance to payment terms and conditions.	Mandatory
6.	Compliance to delivery schedule.	Mandatory
7.	Copy of CNIC of signatory of the Bid Forms.	Mandatory
8.	Valid General Sales Tax (GST-FBR) Registration with Active Taxpayer Status on FBR website	Mandatory
9.	Valid Income Tax (FBR) Registration with Active Taxpayer Status on FBR website.	Mandatory
10.	Original Tender Purchase Receipt / Pay Order of Tender Fee	Mandatory
11.	Bid Security shall be inserted in the Bid Document.	Mandatory

12.	The Bid Form and Price Schedule shall be inserted in the Bid Document.	Mandatory
13.	List of similar assignments along with cost undertaken over past 05 years and performance certificate issued by the procuring agency.	Mandatory
14.	Financial Statement and Income Tax Return for last 05 years supported by audit reports.	Mandatory
15.	Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: i- The bidder is neither blacklisted nor suspended by any National/International, including Provincial and Federal Government. ii- Any director or owner of the bidding company is not awarded any punishment from any Court of Law. Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.	Mandatory
16.	Company profile of the Bidder.	Mandatory

- ITB-15.1 Amount of Bid Security : 05% of the total bid price
Amount of Performance Security / Security Deposit : 05%
Percentage if any, to be deducted from bill : All Taxes
Liquidity damages : (0.05% of Bid cost)
Stamp duty : 0.35% or notified by the Govt. of Sindh, will be paid by Successful bidder as stamp duty.
- ITB-16.1 Period of Bid Validity : 90 days
- ITB-19.1 Deadline of submission of Bids along with time : Date: 14/07/2022
Time: 11.00 a.m.
Bidders do not have the option of submitting their bids electronically
Unsealed bids will not be entertained / received.
- ITB-22.1 Venue, Date & Time of Bid opening : Office of the Project Engineer/Focal Person
SAU Campus, Umerkot at Project Wing, SAU Tandojam.
Date: 14 July 2022
Time: 11.30 a.m.
- ITB-24 Time for completion from written order of commence : Delivery should be made within 03-months after the award of contract.
- ITB 25.3 Evaluation and Comparison of Bids: : Criteria for bid evaluation
- i- The bids not responsive to the MANDATORY QUALIFICATION CRITERIA provided will not be considered.
- ii- Conditional or Telegraphic Bids, Bids not accompanied by Bid Security of required amount and form, Bids received after specific date and time and Bids of Blacklisted firms will be treated as rejected/non-responsive.
- iii- The Bids will be evaluated and compared on TOTAL COST OF BID.

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause-1)
 - GCC 1.1-(g): The Procuring agency is: **Sindh, Agriculture University, Tandojam**
 - GCC 1.1-(h): The Procuring agency's country is: **Islamic Republic of Pakistan**
 - GCC 1.1-(i): The Supplier is: _____
[Name and Address of Bidder]
2. Country of Origin (GCC Clause-3): As per BoQ
3. Performance Security (GCC Clause-7)
 - GCC 7.1: The amount of Performance Security/Security Deposit, as a percentage of the Contract Price, shall be: **05%** of the Contract Price in favor of **Sindh Agriculture University Tandojam.**
4. Inspections and Tests (GCC Clause-8)
 - GCC 7.4: Goods shown in the BoQ shall be supplied strictly in accordance with approved quality, brand and measurement.
In case of unsatisfactory supplies/services in any manner including quality & quantity and timeline, the bid security/earnest money will be forfeited, and contract will be partially/fully cancelled which may lead to blacklisting of firm.
5. Packing (GCC Clause-9)
 - Standard packing or as described in specification
6. Delivery and Documents (GCC Clause-10)
 - Delivery schedule: Delivery should be made within **03 months** if the contract is awarded. Else Penalty will be charged as per Rules
 - The Supplier shall mail the following documents to the Procuring agency at the time delivery:
 - i. Copy/s of the Bill/GST invoice showing Good's description, quantity, unit price, and total amount
 - ii. Manufacturers or Supplier's warranty certificate: (if Applicable)
 - iii. Inspection certificate, issued by the nominated inspection agency, and the
 - iv. Supplier's factory inspection report, (if Applicable)
7. Insurance (GCC Clause-11): NA
8. Incidental Services (GCC Clause-13): NA
9. Spare Parts (GCC Clause-14): NA
10. Warranty (GCC Clause-15): As per BoQ
11. Payment (GCC Clause-16):
 - Payment for Goods supplied: Payment shall be made in Pak. Rupees in the following manner:
 - i. Advance Payment: NA.
 - ii. On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the

Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.

- iii. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring agency. Payment of local currency portion shall be made in Pakistani Rupee within thirty (30) days of presentation of claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.
- iv. 100% of the Contract Price on complete delivery of store within thirty (30) days on submission of claim supported by acceptance certificate from procuring agency declaring Goods have been delivered and that all contracted services have been performed.
- v. Part payment on part supply may be allowed.

12. Prices (GCC Clause-17): NA

13. Liquidated Damages (GCC Clause-23)

GCC 23.1: Applicable rate:

Maximum deduction: 0.05% of Estimated Cost or Bid Cost.

14. Resolution of Disputes (GCC Clause 27):

GCC 27.3: The dispute resolution mechanism to be applied pursuant to GCC Clause 27.2 shall be as follows:

In the case of a dispute between the Procuring agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring agency's country.

15. Governing Language (GCC Clause-28):

GCC 28.1: The Governing Language shall be: English

16. Applicable Law (GCC Clause-30)

GCC 29.1: The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991

The Bonded Labor System (Abolition) Act of 1992

The Factories Act 1934

17. Notices: Procuring agency's address for notice purposes:

Office of the Project Engineer/Focal Person

SAU Campus, Umerkot at Project Wing, SAU Tandojam.

PTCL # 0222950620

Email: ahsanchanna28@gmail.com

Supplier's address for notice purposes:

Contractor Name: _____

Signature: _____

Stamp: _____

TERMS & CONDITIONS (SUMMARIZE)

The bid documents will be submitted in Single Stage-Two Envelope.

Dealers will have to quote their rates against each item sequence wise on the official format of tender document with all Governmental Taxes.

Dealers will have to produce call deposit, Bid Security 05% of the offered bid in shape of Pay Order' Bank Draft in the name of Project Director, Sindh Agriculture University Tandojam, if failure the tender document will not be entertained.

All applicable governmental taxes will be deducted from the bill as per Government approved rates.

Quantity of any item can be reduced/increased as per SPPRA rule (Amended-2019). Incomplete, or conditional tenders will not be accepted.

All sealed tenders shall be opened in the presence of bidders or their authorized representatives' nominee who wish to be present.

The successful bidder has to sign the integrity pact as per SPPRA rules 89 the sample is attached (Amended 2019)

Successful Bidders will have to submit the contract agreements on stamp paper of Rs.100.00 (Rupees: One Hundred Only) by pasting stamp duties for value of Rs 3.5 on per thousand (PKRs1000) and must be signed & stamp by Oath Commissioner as notified by the Govt. of Sindh.

All Bidder should submit the following prerequisite documents in provided SAMPLE FORM as stated in Part (03) section:

Eligibility Criteria

Schedule of Requirement

Bid Declaration

Performance Security

Successful Bidder should submit the following prerequisite documents in provided sample form as stated in Part (03) section

Letter of Acceptance

Authorization Letter

Form of Agreement

Form of Integrity Pact

The University authorities (Procuring agency) may reject all or any bids subject to the relevant provisions of SPPRA Rules.

Schedule-B

SINDH AGRICULTURE UNIVERSITY, CAMPUS AT UMERKOT

REPAIR/RENOVATION OF PVC BUNGALOW, REST HOUSE AND RESIDENTIALS TYPE-I & TYPE-II

SUMMARY OF COST

	<u>SCHEDULE ITEM</u>	<u>NON-SCHEDULE ITEM</u>
1) CIVIL WORKS	Rs. 2,865,369.27	Rs.
Premium @ _____% above/below	Rs.	
TOTAL	Rs. 3,585,692.12	Rs. 0.00
2) PLUMBING WORKS	Rs. 23,755.60	Rs.
Premium @ _____% above/below	Rs.	
TOTAL	Rs.	Rs.
3) ELECTRICAL WORKS	Rs. 1,596,914.08	Rs.
Premium @ _____% above/below	Rs.	
TOTAL	Rs.	Rs.
Total Schedule + Non-Schedule Items:	<u>Rs.</u>	
4) DIFFERENCE OF COST OF MATERIAL		
1 Cement	Rs. 122,022.23	
2 Bricks	Rs. 6,075.00	
TOTAL	Rs. 128,097.23	
GRAND TOTAL	<u>Rs.</u>	

Repair/Renovation of PVC House, Guest House and Residentials Type-I & Type-II
Sindh Agriculture University, Campus Umerkot

Civil works (schedule items)

S.No	Item	Quantity	Unit	Rate	Amount	
1	Scrapping Ordinary distemper, iol bound distemper or paint on walls. (S.Item No. 13-a, Chap. No. 9, Sch. of Rates-2012)	69787	Sft	% Sft	226.88	158,332.75
2	Cement plaster 1:6 up-to 12 ft height, 3/8" thick (S.Item No. 13-a, Chap. No. 9, Sch. of Rates-2012)	1875	Sft	% Sft	2,122.70	39,800.63
3	Cement plaster 1:4 up-to 12 ft height, 3/8" thick. (S.Item No. 11-a, Chap. No. 9, Sch. of Rates 2012)	1875	Sft	% Sft	2,197.52	41,203.50
4	Pucca brick work in Ground Floor in cement sand mortar. Ratio 1:6 (S.Item No. 5-I-e, Chap. No. 5, Sch. of Rates 2012)	150	Cft	% Cft	12,674.40	19,011.60
5	Providing and laying 3" thick topping cement concrete (1:2:4) including Surface finishing and dividiing into panels: (S.Item No.19-d, Chap. No. 8 of Sch. of Rates-2012)	7947	Sft	% Sft	4,411.82	350,607.34
6	Distempering 3-coats. (S.Item No. 24-c, Chapt. No. 9, Sch. of Rates-2012)	14522	Sft	% Sft	1,079.65	156,786.77
7	Galvanized wire gauze fixed to chowkats with 3/4" deodar stips and screws. (S.Item No. 13-a, Chap. No. 9, Sch. of Rates-2012)	1105	Sft	P. Sft	190.72	210,745.60
8	Painting New Surface. Preparing surface and painting corrugated surface, patent roofing etc. (S.Item No. 13-a, Chap. No. 9, Sch. of Rates-2012)	4827	Sft	% Sft	2,116.41	102,159.11
9	Preparing the surface and painting with matt finish I/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink /chalk / plaster of paris mixture, applying first coat premix, making the surface smooth and then painting 3 coats with matt finish of approved make etc: complete (new surface). 3 Coats (S.Item No. 13-a, Chap. No. 9, Sch. of Rates-2012)	33606	Sft	% Sft	2,499.76	840,069.35
10	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick / sand paper, filling the voids with chalk / plaster of paris and then painting with weather coat of approved make 3-coats (S.Item No. 38, Chap. No. 9, Sch. of Rates-2012)	20660	Sft	% Sft	2,567.95	530,538.47
11	Supplying & fixing inposition Aluminium channels framing for hinged doors or Alcop made with 5 mm thick tinted glass glazing (Belgium) and Alpha (Japan) locks I/c handles, stoppers etc. Deluxe Model (Bronze) (S.Item No. 83-b, Chap. No. 18, Sch. of Rates-2012)	276	Sft	P. Sft	1,507.66	416,114.16
Total Rs.					2,865,369.27	

Plumbing works (schedule items)					
1	Providing and Fixing 24" x 18" bevelled edge mirror of belgium glass complete with 1/8" thick hard board and CP screws fixed to wooden pleat. Standard Patteren (S.Item No. 3-a, Chap. No. 2, Sch. of Rates-2012)	4 No.s	No.s	1,711.60	6,846.40
2	Supplying and Fixing Muslim shower with double bib cock & ring pipe etc. complete. (S.Item No. 19-a, Chap. No. 6, Sch. of Rates-2012)	4 No.s	No.s	3,432.00	13,728.00
3	Supplying & Fixing swan type pillar cock of superior quality single CP head 1/2" dia. (S.Item No. 16-a, Chap. No. 6, Sch. of Rates-2012)	4 No.s	No.s	795.30	3,181.20
				Total Rs.	23,755.60
Plumbing works (Non-schedule items)					
1	Providing and fixing white vitreous China squatting type water closet of (Orisa) Karam Ceramics 21/2 gallons low level white vitreous China flush tank 1¼" dia G.I. flush pipe with bends, 3/8" dia flexible inlet connection, including 1/2" dia C.P. stopcock [heavy] C.I. thimble and glazed P trap, including making cuts, holes in walls, floors etc.; and making good the same as required etc.; complete in all respects, the fittings are first class best quality locally made.	2 No.s	Each		
2	Providing, and fixing European type coupled white vitreous China wash down water closet bowl of Karam Ceramics complete with closed front black plastic seat and cover including 2 gallons low level white vitreous China flush tank; 1¼" dia G.I. telescopic flush pipe with bend, 1/2" dia C.P. stop cock [heavy] 3/8" dia flexible inlet connection [heavy] C.I. thimble and other necessary accessories including making cuts, holes in walls, floors etc; and making good the same in cement with testing etc; complete in all respects, the fittings are first class best quality, locally made.	2 No.s	Each		
3	Providing and fixing wash basin of Karam Ceramics overall size 24" x 18" of white vitreous China, wall hung with CP bottle trap of approved design, anti splash front rim with front overflow 1/2" dia C.P. goose neck pillar tap [heavy] 3/8" dia flexible inlet connection and C.P. stop valves with a pair of C.I. brackets to support the basin, 1¼" dia waste pipe with C.P. brass coupling and waste including making cuts, holes in walls, floors, etc; and making good the same in cement with testing etc.; complete in all respects, the fittings are first class best quality, locally made.	4 No.s	Each		
				Total Rs.	
Electrical works (schedule items)					
1	<u>DISTRIBUTION BOARDS</u> A-INCOMING				

1.1	Providing and fixing circuit breaker 15,20,30,40,50, 75 & 100 amps TP(XS-100NS) on prepared board as required. (S.Item No. 207, SH-X, P-31, Sch. of Rates-2012)	4 Nos.	Per No.	9,226.00	36,904.00
1.2	Providing and fixing of current transformer of ration 100/5 amps (round) RLC-30 as required or as per instructed as EI. (S.Item No. 270, SH-XV, P-39, Sch. of Rates-2012)	15 Nos.	Per No.	1,191.00	17,865.00
1.3	Providing and fixing voltmeter size 96/96mm 500 volt as required and as instruction of EI. (S.Item No. 285, SH-XVI, P-41, Sch. of Rates-2012)	15 Nos.	Per No.	999.00	14,985.00
1.4	B-OUTGOING Providing and fixing circuit breaker 6, 10, 15, 20, 30, 40, 50 & 63 amps SP(TB-5S) on prepared board as required. (S.Item No. 203, SH-X, P-31, Sch. of Rates-2012)	88 Nos.	Per No.	916.00	80,608.00
1.5	Providing and fixing circuit breaker 15,20,30,40,50 & 60 amps TP(XES-100CB(CS)) on prepared board as required. (S.Item No. 206, SH-X, P-31, Sch. of Rates-2012)	2 Nos.	Per No.	5,521.00	11,042.00
2	<u>WIRING IN CONCEALED CONDUITS</u>				
	<u>Distribution board to Switch</u>				
2.1	Providing and laying (main or Sub Main Pvc insulated with 3-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required. (S.Item No. 24, SH-I, P-4, Sch. of Rates-2012)	720 Mtr.	R. Mtr.	294.00	211,680.00
2.2	<u>Switch to light point</u> Wiring of Light and fan point with 3/.029 Pvc insulated wire in 20mm (3/4") dia PVC conduit recessed in the wall or column as required. (S.Item No. 124, SH-II, P-15, Sch. of Rates-2012)	350 Points	P. Point	1,130.00	395,500.00
2.3	<u>Point to point wiring</u> Providing and laying (main or Sub Main Pvc insulated with 3-3/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required. (S.Item No. 22, SH-I, P-3, Sch. of Rates-2012)	800 Mtr.	R. Mtr.	220.00	176,000.00
2.4	<u>Switch to Switch</u> Providing and laying (main or Sub Main Pvc insulated with 3-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required. (S.Item No. 24, SH-I, P-4, Sch. of Rates-2012)	540 Mtr.	R. Mtr.	294.00	158,760.00
2.5	<u>Distribution board to General Purpose (15A/20A) socket</u> Providing and laying (main or Sub Main Pvc insulated with 3-7/.044 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required. (S.Item No. 26, SH-I, P-4, Sch. of Rates-2012)	430 Mtr.	R. Mtr.	468.00	201,240.00

2.6	<u>Distribution board to General Purpose (15A/20A) socket</u> Providing and laying (main or Sub Main Pvc insulated with 3-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required. (S.Item No. 24, SH-I, P-4, Sch. of Rates-2012)	380 Mtr.	R. Mtr.	294.00	111,720.00
2.7	<u>Socket to Socket</u> Providing and laying (main or Sub Main Pvc insulated with 3-7/.029 copper conductor in 3/4" dia PVC conduit recessed in the wall or column as required. (S.Item No. 24, SH-I, P-4, Sch. of Rates-2012)	614.32 Mtr.	R. Mtr.	294.00	180,610.08
Total					1,596,914.08
Electrical works (Non-schedule items)					
1	<u>DISTRIBUTION BOARDS</u> Supply at site, fabrication, installation, testing and commissioning of Distribution Board (DB) , made of sheet steel 16 SWG, degreased and derusted, with 2 coats of antirust paint, 2 coats of powder coated paint of approved colour, protection classification IP-44, totally enclosed indoor floor mounting cubicle type in free standing design, with hinged door, handle including cost of all auxiliaries, internal wiring, designation lables on MCCBS, grounding bar suitable for system Voltage 440 V, 50 Hz, 3 Phase and neutral bus bars of 99.9% electrolytic copper, including cost of cable terminal blocks wiring from breakers, brass cable glands, all accessories complete in all respects metion in BOQ or not required for performing completely. All incoming and outgoing breakers shall be accessible only by opening the front door having further M.S. sheet cover gaskets shall also be provided where necessary. Panel should be compeltely made in certified factory. ie PEL, Green T & D, Mazcorp engineering or equivalent as per instructions by engineer incharge. All MCCBs shall be suitable to operate without any derating at 40°C ambient temperature and shall be of one make only. The sides of MDB shall also have louvers at bottom and top on sides of panel for hot air exhaust, wire mesh etc. The back of the panel shall be lockable door instead of bolted and shall conform to single line diagram. item should be of ABB, Schneider or equivalent as per instructions by engineer incharge INCOMING 03 No Digital Ammeter scaled 0-500 Amps of appropriate sizes. 03 Nos. R-Y-B indication lamps. 05 Nos.copper bus bars 100 Ampere,three phase,Earth and Netural for distrubitions with appropriate size DB BOX Each Bus bar is 300*12*2 mm.	5 Jobs	P. Job		

2	<p><u>LIGHT FIXTURES</u> Supply, installation, testing and commissioning of following light fittings, ceiling, recessed, wall mounted as per specified fixture. Complete with internal wiring, Grounding terminal , driver complete in all respects. Lights should be of Phillips, ledvance or equivalent.</p>				
i)	36 Watt LED Light Fixture surface/recessed mounted, IP-22 rated	166 Nos.	Each		
ii)	20 Watt LED Light Fixture surface/recessed mounted, IP-22 rated	48 Nos.	Each		
iii)	10 Watt LED Flood Light surface/recessed mounted	53 Nos.	Each		
iv)	100 Watt LED Flood Light	16 Nos.	Each		
3	<p><u>MISCELLANEOUS FITTINGS</u> Supply, installation, testing & commissioning of Ceiling/ Exhaust fan. The ceiling/exhaust fan shall comprise circular fan metallic/ plastic body, metallic fan blades, down rod (if necessary) of suitable dia & length, AC capacitor, internal wiring, terminals all installation & operational accessories as per tender specifications, as per site requirements and as per instructions by the Engineer. make Bilal Switchgear Engineering, GFC, Pak Fan or approved equivalent.</p>				
i)	12" outer dia exhaust fan with plastic body, fan blades and louvers	35 Nos.	Each		
ii)	Providing and Fixing of brass ceiling fan 56" (good quality)	75 Nos.	Each		
4	<p><u>WIRING ACCESSORIES</u> Supply at site, installation, testing and commissioning of the following wiring accessories, complete in all respects. Made of TJ or legrand, or equivalent</p>				
i)	10 Amps, 250Volts one way, Two gang light control switches including appropriate size concealed Plastic back box.	42 Nos.	Each		
ii)	10 Amps, 250Volts one way, Four or Six gang light control switches including appropriate size concealed Plastic back box.	96 Nos.	Each		
iii)	15 Amps, 250Volts, universal 5 in 1 switched socket unit including appropriate size plastic back box.	308 Nos.	Each		
iv)	Fan Dimmer 250 watt with switch including appropriate size Plastic back box. with all associated accessories.	75 Nos.	Each		
5	<p><u>GROUNDING SYSTEM</u> <u>Plate Type Earthing</u> Providing & fixing of Plate type Earthing commpressed with execveted hole 6"up 63 feet, GI pipe 2"(50mm)with Tees , Sockets , Endcap of 60 (RFT) Copper Plate of 1/2"x 2"x 48", 2x 70mmsq S/Core copper bare conductor 125 (Rft) Earth Connection Point of 1200 x 50 x 50mm (L x W x T) Inspection Pit of 300 x 300 x 450 mm (L x W x D) completed with all respect.</p>	-	-	-	-
ii)		4 Nos.	Each		

iii)	<u>Grounding Connection Point</u> Supply of Grounding connecting points consisting of copper plate 300mm long x50mm wide x 6mm thick to be installed, complete with fixing arrangement, brass nuts bolts, washers, lugs, 12.5mm dia. holes to facilitate connections of Incoming copper strips / copper conductors.	4 Nos.	Each		
iv)	<u>Testing and Commissioning</u> Testing and commissioning of the earthing system in the presence of site engineer with electronic devices such as megger etc, making so report with after approximating 3 time testing and the grounding ohm must be less than or upto 3 ohms.	4 Nos.	Each		
6	<u>CIVIL WORKS</u>				
i)	<u>Trench (for LT Cable)</u> Labour for excavation and refilling of trench 12" wide, 24" deep 9" sand compaction below and above in preinstalled PVC pipes, ramming watering all necessary material, labour etc, complete in all respect. Actual length of the trench shall be as per site condition and paid accordingly however approximate length of trench is given.	320 Mtr.	R. Mtr.		
ii)	<u>Manhole For LT Cable Pulling (If Required)</u> Construction of manholes to facilitate pulling of cables in trench or conduit as shown on drawing, manholes shall be of the size 24" x 24" x 30" deep with 9" thick wall with cement mortar, internal plaster 1:4, 100mm thick RCC cover for manhole, including cost of all accessories / materials, complete in all respects. (Tentative number of manholes have been provided, however payment shall be made as per actual and as per quantity requirement)	4 Nos.	Each		-
				Total Rs.	

Contractor Name: _____

Signature: _____

Stamp: _____

Date: _____

PART - THREE

SAMPLE FORMS

(Sample Form)

ELIGIBILITY CRITERIA / CHECK LIST

Name of contractor: _____

S. No.	Particulars	Tick	Remarks
1.	Valid Registration with Pakistan Engineering Council in Category C-4 or above and discipline CE-09, CE-10, EE-04 and EE-06 and valid registration with related Tax Authorities and valid Electrical Inspectors License		
2.	Complete Bidding Document duly signed and stamped on its each/every page as acceptance of all terms and conditions.		
3.	Compliance to the Technical Specifications		
4.	Compliance to bid validity period.		
5.	Compliance to payment terms and conditions.		
6.	Compliance to delivery schedule.		
7.	Copy of CNIC of signatory of the Bid Forms.		
8.	Valid General Sales Tax (GST-FBR) Registration with Active Taxpayer Status on FBR website		
9.	Valid Income Tax (FBR) Registration with Active Taxpayer Status on FBR website.		
10.	Original Tender Purchase Receipt / Pay Order of Tender Fee		
11.	Bid Security shall be inserted in the Bid Document.		
12.	The Bid Form and Price Schedule shall be inserted in the Bid Document.		
13.	List of similar assignments along with cost undertaken over past 05 years and performance certificate issued by the procuring agency.		
14.	Financial Statement and Income Tax Return for last 05 years supported by audit reports.		
15.	Affidavit on stamp paper of Rs. 100/- duly notarized to the effect that: iii- The bidder is neither blacklisted nor suspended by any National/International, including Provincial and Federal Government. iv- Any director or owner of the bidding company is not awarded any punishment from any Court of Law.		

	Bidder has submitted the correct and complete information along with the bid/offer. If any document / information is found forged / engineered / fake / bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the performance guarantee and payment, if any may be forfeited.		
16.	Company profile of the Bidder.		
1.	Valid Registration with Pakistan Engineering Council in Category C-4 or above and discipline CE-09, CE-10, EE-04 and EE-06 and valid registration with related Tax Authorities and valid Electrical Inspectors License		
2.	Complete Bidding Document duly signed and stamped on its each/every page as acceptance of all terms and conditions.		

(Sample Form)

SCHEDULE OF REQUIREMENTS

S.No.	Items	Quantity	Delivery time after issuance of Award of work	Location of Supply
1.	As specified in this bidding documents		Preferably within 03 months	At SAU Campus, Umerkot

Note: Specifications of above items are attached

(Sample Form)

BID DECLARATION FORM

1. Name of Firm: _____
2. CNIC #: _____
(Please attach Copy of CNIC)
3. NTN #: _____
(Please attach Copy of NTN Certificate)
4. GST #: _____
(Please attach Copy of GST Certificate)
5. Value of Earnest Money Rs. _____, DD/PO #: _____
(Inwards) _____, Bank: _____
6. Contact Person: _____
7. Postal Address: _____
8. Email address: _____
9. Telephone (PTCL): _____, Cell Phone: _____
Compulsory

Declaration:

I certify that, to the best of my knowledge and belief, all of the information on and attached is true, correct, complete and made in good faith. I understand that false or fraudulent information on or attached to this form may be grounds for not entertaining my bid, or for cancellation after bid acceptance, and may be punishable by fine or imprisonment according to law of Pakistan. I understand that any information I voluntarily provide on or attached to this bid may be investigated. Moreover, I hereby declare the all the terms and conditions of the bidding document are accepted.

Name of Contractor: _____

Signature: _____

Stamp: _____

Date: _____ (Sample Form)

FORM OF BID SECURITY

(Bank Guarantee)

WHEREAS _____ (hereinafter called “the Bidder”) has submitted his Bid dated _____ for the work of _____ (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We _____ of _____ having our registered office at _____ (hereinafter) called “the Bank”) are bound unto the **Sindh Agriculture University Tando Jam** (hereinafter called “Procuring Agency”) in the sum of Rs. _____ Million (Rs. _____ Million) or an equivalent amount in a freely convertible currency for which payment, well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 2022.

THE CONDITIONS of this obligation are:

- 1) If the Bidder withdraws his Tender during the period of tender validity specified in the Form of Bid; or
- 2) If the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 29.2 of the Instructions to Bidders; or
- 3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity
 - a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required, or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date one hundred and forty-eight (148) days after the deadline for submission of tenders as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE: _____, SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____
(Signature, Name, and Address)

(Sample Form)

FORM OF CONTRACT AGREEMENT

(On the appropriate value non-judicial stamp paper of the Government of Pakistan)

Agreement

This agreement made this _____ day of _____ 2022 between Messrs. Sindh Agriculture University Tandojam (hereinafter called "Procuring Agency") of the one part and

Messrs. _____ of _____ (Hereinafter called "the Contractor") of the other part.

WHEREAS THE Procuring Agency is desirous that the work _____ should be executed by the contractor and has accepted a Bid the Contractor for the execution and completion of subject work and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words, and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed, as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Contract Agreement,
 - b) The Letter of Acceptance,
 - c) The completed Form of Bid along with Schedules to Bid,
 - d) The Conditions of Contract and Contract Data,
 - e) The Priced Bill of Quantities,
 - f) The General Specifications,
 - g) The Drawings.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contractor
Stamp

Signature of the Procuring Agency
Stamp

Signed, Sealed and Delivered in the presence of:
Witness No.1:

Witness No.2:

Signature: _____
Name: _____

Signature: _____
Name: _____

(Sample Form)

LETTER OF ACCEPTANCE

To,

Project Engineer/Focal Person,
SAU Campus, Umerkot.

Dear Sir:

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the required items in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to **Five (05) percent** of the Contract Price/Pay order for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 15 days from the date fixed for Bid opening under Clause 10 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2022.

Signature

(In Capacity of)

Duly authorized to sign Bid for and on behalf

(Sample Form)

PERFORMANCE SECURITY FORM

To,

Project Engineer/Focal Person,
SAU Campus, Umerkot.

WHEREAS [name of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [reference number of the contract] dated _____ to execute [description of works] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

(Sample Form)

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY CONTRACTORS.
(FOR CONTRACTS WORTH RS. 2.500 MILLION OR MORE)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____ M/s _____ 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 or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] 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 taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

Project Engineer/Focal person
SAU Campus, Umerkot

(Contractor)

Name:

Signature:

Stamp:

Date:

(Sample Form)

