

*Tender Fee: Rs.200/-  
(Non-Refundable)*

## **TENDER FORM**

**Tender # CW/01/15-16**

### **Boring with Material at IBA Ground, Main Campus**

**Date of Issue** : **August 25, 2015**  
**Last Date of Submission** : **September 14, 2015 (3:00 pm)**  
**Date of Opening** : **September 14, 2015 (3:30 pm)**

**Pay Order / Demand Draft # ....., Amount :Rs.....**

**Drawn on Bank..... Dated.....**

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## 1. Introduction

Dear Tenderer:

Thank you the interest you have shown in response to the IBA's advertisement which has floated in IBA & SSPRA websites on August 25, 2015 to boring with material at IBA ground at main campus.

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them with the passage of time.

We expect to avail services/works/items of high standards meet our prime & basic specifications through this transaction.

Thank you.

-sd-  
**Registrar**

## 2. Instructions

- i) All works shall be measured by standard instruments according to the rules.
- ii) Bidders shall provide evidence of their eligibility as and when requested by the Procuring Agency.
- iii) Any bid received by the Agency after the deadline for submission of bids shall be rejected and returned unopened to the bidder.
- iv) Prior to the detailed evaluation of bids, the Procuring Agency will determine whether the bidder fulfills all codal requirements of eligibility criteria given in the tender notice such as registration with tax authorities, turnover statement, experience statement, and any other condition mentioned in the NIT and bidding document. If the bidder does not fulfill any of these conditions, it shall not be evaluated further.
- v) Tender(s) without Bid Security of required amount and prescribed form shall be rejected.
- vi) Bids determined to be substantially responsive shall be checked for any arithmetic errors. Arithmetical errors shall be rectified on the following basis:
  - (a) In case of schedule rates, the amount of percentage quoted above or below will be checked and added or subtracted from amount of bill of quantities to arrive the final bid cost.
  - (b) In case of item rates, If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected unless in the opinion of the Agency there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount shall be corrected.
- vii) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- viii) The Institute of Business Administration, Karachi (IBA) expects that aspirant contractor should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign & stamp each and every page. Moreover, attach required supporting document according to the requirement.

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- ix) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space please attach a paper & clearly mention item/column name or number etc that referred the column/item of the Tender Form.
- x) Tender Document can be collected from the Office of Manager Purchase & Stores, IBA Main Campus, University Road, Karachi from August 25, 2015 to September 14, 2015 during working 9:00 am to 3:00 pm.
- xi) Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- xii) Please attached at least 5 plus years experience for this tender.
- xiii) Please attached last 3 plus years' financial turnover in terms of bank statement or financial statement.
- xiv) Copy of Income Tax Certificate should be attached.
- xv) Cliental list is required.
- xv) Please mention "Tender Number" at top left corner of the envelopes. IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding Process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules.
- xvii) Company Profile be attached with this document.
- xviii) Tender Document available at the Office of Manager Purchase & Stores, IBA Main Campus, University Road, Karachi.
- xix) Last date for tender submission is September 25, 2015 upto 3:00 pm, at the Office of Manager Purchase & Stores, IBA Main Campus, University Road Karachi.
- xx) Tender will be opened on September 25, 2015 on 3:30 pm at the office of Manager Purchase & Stores, IBA Main Campus, University Road Karachi.
- xx) **For more information related to technical specs, bill of quantity, site visit please contact with Syed Guhar Raza Zaidi on 38104700 Ext: 2478**

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### 3. BIDDING DATA

- (a). **Name of Procuring Agency:** Institute of Business Administration, Karachi
- (b). **Brief Description of Works** Provide boring with material at IBA Ground, Main Campus
- (c). **Procuring Agency's address:-**Main Campus, University Road, Karachi\_
- (d). **Estimated Cost:-** 250,000.00
- (e). **Amount of Bid Security:-** Bid Security of 5% of total amount/cost will be submitted along with Tender Documents in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi
- (f). **Period of Bid Validity (days):-** Ninety Days
- (g). **Performance Security Deposit:-** Successful bidder should provide 5% Performance Security of total value of Work Order in the form of Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- (h). **Deadline for Submission of Bids along with time :-** The last date of submit the Tender Document in sealed envelope in September 14, 2015 by 3:00 pm in the Office of the Manager Purchase & Stores, IBA, Main Campus, University Road, Karachi. The Tender will be opened on same day at 3:30 pm in the presence of representatives who may care to attend.
- (i). **Venue, Time, and Date of Bid Opening:-** Tender will be opened on September 14, 2015 on 3:30 pm at IBA Main Campus, University Road, Karachi.
- (j). **Time for Completion from written order of commence:-** 90 days
- (k). **Liquidity damages:-** 2% liquidity damages of the total amount will be imposed per month for which the contractor failed to complete work within the execution period.
- (l). **Deposit Receipt No: Date: Amount:(in words and figures) Pay Order / Demand Draft**  
# ....., Amount :Rs.....Drawn on Bank..... Dated.....

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#### 4. Conditions of Contract

**Clause – 1: Commencement & Completion Dates of work.** The contractor shall not enter upon or commence any portion or work except with the written authority and instructions of the Manager Purchase & Stores. However BoQ and execution of work shall be performed with due approval & supervision of Manager Student Center & Sports or of in subordinate-in-charge of the work. Failing such authorities the contractor shall have no claim to ask for measurements of or payment for work.

The contractor shall proceed with the works with due expedition and without delay and complete the works in the time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall reckoned from the date on which the order to commence work is given to the contractor. And further to ensure good progress during the execution of the work, contractor shall be bound, in all in which the time allowed for completion of any work exceeds one month, to achieve progress on the prorate basis.

**Clause – 2: Liquidated Damages.** 2% penalty of the total amount will be imposed per month for which the contractor failed to deliver within the execution period.

**Clause – 3: Termination of the Contract.**

“IBA” may terminate this contract if the job is not executed according to the requirement at anytime after issuing a 15 day’s notice. IBA reserve the right to accept or reject any or all contract(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

**Clause 4: Possession of the site and claims for compensation for delay.** The Engineer shall give possession of all parts of the site to the contractor. If possession of site is not given by the date stated in the contract data, no compensation shall be allowed for any delay caused in starting of the work on account of any acquisition of land, water standing in borrow pits/ compartments or in according sanction to estimates. In such case, either date of commencement will be

*changed or period of completion is to be extended accordingly.*

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

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When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.

**Clause -6: Specifications.** The contractor shall execute the whole and every part of the work in the most substantial and work-man-like manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Manager Student Center & Sports and initialed by the parties, the said specification being a part of the contract. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Manager Student Center & Sports and lodge in his office and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings, and instructions as aforesaid.

**Clause-7: Payments.** Payment will be made after completion of works/jobs/project and submission of bill/invoice. Clearance from Manager Student Center & Sports and Manager Purchase & Stores is required before process of bill/invoice.

**Clause-8: Reduced Rates.** In cases where the items of work are not accepted as so completed, the Manager Student Center & Sports and Manager Purchase & Stores may make payment on account of such items at such reduced rates as may consider reasonable in the preparation of final or on running account bills with reasons recorded in writing.

**Clause-9: Issuance of Variation and Repeat Orders.** Any additional work/job, if required / necessary etc over and above/extra the Work Order, will be executed on the basis of Variation Order.

**Repeat Order:** Any cumulative variation, beyond the 15% of initial contract amount, shall be subject of another contract to be tendered out if the works are separable from the original contract.

**Clause-10: Quality Control.**

(a) **Identifying Defects:** If at any time before the security deposit is refunded to the contractor/during defect liability period mentioned in bid data, the Manager Student Center & Sports or his subordinate-in-charge of the work may instruct the contractor to uncover and test any part of the works which he considers may have a defect due to use of unsound materials or unskillful workmanship and the contractor has to carry out a test at his own cost irrespective of work already approved or paid.

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**(b) Correction of Defects:** The contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require. The contractor shall correct the notified defect within the Defects Correction Period mentioned in notice.

**Clause-11: Inspection of Operations.** Manager Student Center & Sports and his subordinates, shall at all reasonable times have access to the site for supervision and inspection of works under or in course of execution in pursuance of the contract and the contractor shall afford every facility for and every assistance in obtaining the right to such access. Physical inspection will be carried out by Manager Student Center & Sports and Manager Purchase & Store. Ordered material is subject to final inspection at the time of delivery.

**Clause-12: Risks.** The contractor shall be responsible for all risks of loss of or damage to physical property or facilities or related services at the premises and of personal injury and death which arise during and in consequence of its performance of the contract. If any damage is caused while the work is in progress or become apparent within three months of the grant of the certificate of completion, final or otherwise, the contractor shall make good the same at his own expense, or in default the Manager Student Center & Sports may cause the same to be made good by other workmen, and deduct the expenses from retention money lying with the IBA, Karachi.

**Clause-13: Measures for prevention of fire and safety measures.** The contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Manager Student Center & Sports. When such permit is given, and also in all cases when destroying, cutting or uprooting trees, bush-wood, grass, etc by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor is responsible for the safety of all its activities including protection of the environment on and off the site. Compensation of all damage done intentionally or unintentionally on or off the site by the contractor's labour shall be paid by him.

**Clause-14: Sub-contracting.** The contractor shall not subcontract the whole of the works, except where otherwise provided by the contract. The contractor shall not subcontract any part of the works without the prior consent of the Manager Student Center & Sports. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as if these acts, defaults or neglects were those of the contractor, his agents' servants or workmen. The provisions of this contract shall apply to such subcontractor or his employees as if he or it were employees of the contractor.

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

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

**Clause -17: Financial Assistance /Advance Payment.**

(a) **Mobilization advance** is not allowed.

(b) **Advance Payment:** Advance Payment subject to Bank Guarantee.

**Clause-18: Performance Security.** 5% Performance Security should be submitted in form of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi before award of work order. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.

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

**Clause-20: Place of Execution:** As specified in the Work Order unless otherwise informed accordingly.

**Clause-21: Boring:** Competent Authority reserves the right to increased / decreased as per requirement and contractor will abide the instruction.

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

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

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**Clause – 24: Rejection of Works:** We reserve the right to cancel any or all the items if works is not in accordance with our specification or if delayed occurred.

**Clause – 25: Price / Rate/Charges/Cost:** Rate / charges / cost must be quoted on Tender Form only and submitted in sealed envelope. The quoted rate/charges/cost will be final and no change will be accepted after opening of tender.

**Clause – 26: Bid Security:** 5% Bid Security should be on Total Amount submitted/attached along with the tender form in shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi.

**Clause – 27: Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

**Clause – 28: Government tax(es), levi(es) and charges(s):** It will be charged at actual as per SRO.

**Clause – 29: Rights:** IBA, Karachi may reject any bid subject to relevant provision of SPP Rules 2010 any may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule-25(i) of said rules. IBA, also reserve the right to issue Work Order for any single housing unit / part of project to different lowest responsive bidders or issue Work Order for all the housing units / project to any lowest responsive bidder.

**Clause – 30: IBA, Priorities:** IBA reserves the right to award contract in phases accommodation wise as per IBA priorities.

**Clause – 31: Government tax(es), levi(es) and charges(s):** All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates / denomination of Purchase / Work Order.

**Clause – 32: Stamp Duty:** Stamp duty 0.5% for Services against total value of Work Order will be levied accordingly.

**Clause – 33: Experience:** Please provide at least 10 plus years experience for this tender

**Clause – 34: Turn Over:** Please attached last 3 plus years' financial turnover in terms of bank statement or financial statement.

**Clause – 35: Income Tax:** Copy of Income Tax Certificate should be attached.

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**Clause – 36: Works Assign:** Work Order might be awarded on part of project basis, so that lowest responsive contractors can be awarded work on different houses.

**Clause – 37: Measurement Book:** Entry & Endorsement in Measurement Book for all jobs done is mandatory. The Measurement Book is to be countersigned by Manager Student Center & Sports on each occurrence / daily basis.

**Clause – 38: Blacklisted:** Contractor is required to provide affidavit that the firm is not Black Listed from any of the government / semi government / private organization / firm /agencies / department etc.

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5. **TENDER FORM**  
**Provide Boring with Material at IBA Ground,**  
**Main Campus**

Sr. #	Description	Qty	Rate / Foot (Rs.)	Amount (Rs.)
1.	Boring with material 100 feet deep (approx) Complete in all respect to be used	02 Boring with material		
<b>Total</b>				
<b>17% GST</b>				
<b>Total Amount</b>				

**Total Amount Rupees (in words)** \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

## 6. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc payable by the contractor;

M/s \_\_\_\_\_, the contract hereby declares that:

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

### Note:

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

\_\_\_\_\_  
Stamp & Signature

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

M/s \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address \_\_\_\_\_

Tel # \_\_\_\_\_ Fax # \_\_\_\_\_

Mobile # \_\_\_\_\_ e-mail: \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature